General terms and conditions

Summit Registration & Services BV

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General terms & conditions | Summit

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These are the General Terms and Conditions for Summit Registration & Services B.V., established at Maliesingel 41 in (3581BK) Utrecht and registered with the Chamber of Commerce under number 30142110, hereinafter referred to as "Summit". Summit delivers software solutions for organisers of exhibitions, congresses and other events and in this context also rents out hardware for, among other things, visitor registration. In addition, Summit is the developer of Hippocampus, a SaaS solution for educational institutions to support the student recruitment process. See https://www.summit.nl/ and https://www.hippocampus.eu / for more information.

Artikel 1. Definitions

Capitalised terms used in these General Terms and Conditions shall (in both singular and plural) have the meanings set out below:

1.1. **General Terms and Conditions**: the present terms and conditions including annexes.
1.2. **Client**: the natural or legal person with whom Summit has entered into the Agreement.
1.3. **Services** means all services provided by Summit to Client under the Agreement, which may in any case include (i) the provision of Software(-as-a-Service), (ii) the maintenance of such Software and (iii) the leasing of Hardware.
1.4. **Hardware means** all (moveable) items that Summit rents to Client under the Agreement, which may in any case include: the hardware device SummitHost uses to register visitors, scan codes and print badges.
1.5. **Intellectual Property Rights**: all intellectual property rights and related rights, including in any case copyrights, database rights, rights to domain names, trade name rights, rights to know-how, trademark rights, design rights, neighbouring rights and patent rights.
1.6. **Office hours**: the time from 9am to 5pm from Monday to Sunday, excluding official Dutch holidays.
1.7. **Materials:** all works, such as websites and (web) applications, house styles, logos, folders, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, illustrations, texts, sketches, documentation, advice, reports and other products of the mind, as well as preparatory material thereof and files or data carriers (whether or not encoded) on which the materials are located.
1.8. **Additional work**: additional work or services beyond the scope of the Agreement.
1.9. **Agreement** means the offer (accepted by Client) pursuant to which Summit provides its Services to Client, including these General Terms and Conditions and any other documents and/or agreements mentioned in the offer, such as the Processor Agreement.
1.10. **Party(ies)** means the party(ies) to the Agreement, Summit and Client jointly or separately.
1.11. **Software** means any software provided by Summit under the Agreement.
1.12. **Emergency Maintenance**: unforeseen maintenance reasonably required in connection with the availability, usability and/or security of the Services.
1.13. **Processor Agreement** means the processor agreement in Annex 1 of the General Terms and Conditions that forms part of the Agreement.
1.14. **Website:** https://www.summit.nl/ and https://www.hippocampus.eu /

Artikel 2. Establishment

2.1. All quotations and other offers made by Summit are without obligation. Summit is under no obligation to accept an acceptance after the expiry of any stated period of validity in an offer or quotation, but if Summit does so, the offer or quotation shall still be deemed accepted.
2.2. If Client's acceptance deviates (whether or not on minor points) from the offer, Summit shall not be bound by it. In that case, the Agreement shall not be concluded in accordance with this deviating acceptance, unless Summit explicitly indicates otherwise.
2.3. If Client does not explicitly indicate its agreement with Summit's offer, but nevertheless agrees, or gives that impression, that Summit is performing work that falls within the description of the Services offered, then the offer is considered accepted.
2.4. Any general (purchase) conditions of the Client are expressly rejected. Additional terms, agreements or provisions provided by the Client shall only apply if expressly agreed in writing between the Parties.
2.5. In case of conflict between different documents or their annexes, the following order of precedence shall apply:
   a. additional written and signed agreements;
   b. approved quotation or offer;
   c. the Processors' Agreement;
   d. the General Terms and Conditions.

Artikel 3. Execution of the Agreement

3.1. After the Agreement has been concluded, Summit shall make every effort to fulfil the Agreement to the best of its ability with due care and skill. Deadlines announced by Summit are indicative and do not apply as deadlines. If it is explicitly indicated that a deadline is fatal, Summit shall not be in default until it has been given notice of default and has also failed to comply within the reasonable period.
3.2. Client shall provide Summit with all support necessary and desirable to enable proper and timely delivery of the Services. In any event, Client shall:
   a. provide all information which Summit indicates is necessary, or which Client should reasonably understand is necessary for the provision of the Services;

b. provide Summit with access to all places, services and accounts under its control if and to the extent necessary for the provision of the Services.

3.3. Summit shall take into account reasonable requests made by Client in the performance of the Agreement, but shall not be obliged to comply with such request. Summit shall have the right to charge additional costs for fulfilling such a request.

3.4. Summit has the right to engage third parties in the performance of the Agreement. Any related costs shall be borne by the Client only if agreed in advance.

3.5. If Summit employees perform work at the offices of Client or at another location designated by Client in the performance of the Agreement, Client shall provide all support and facilities free of charge for the performance of the work.

Artikel 4. Additional work

4.1. If Client requests additional work or Services beyond the scope of the Agreement, the Parties will consult about it and Summit may prepare a supplementary quotation. Summit will only perform the Additional Work after acceptance of the quotation by Client.

4.2. Additional work which Summit can demonstrate is reasonably necessary for the provision of the Services, or which reasonably follows Client's instructions, does not require Summit's consent. Such work shall be performed on an after-the-fact basis at Summit's hourly rate in effect at the time the work is performed.

Artikel 5. Completion and acceptance

5.1. If Summit provides customised Services to Client, Summit will deliver the customised Services when, in its professional opinion, they meet the description in the Agreement or are suitable for use. Client will evaluate and approve or disapprove the deliverable within seven days of delivery in accordance with the delivery criteria specified in the description in the Agreement or further agreed upon. If the Principal does not reject the completed work within this period, the completed work shall be deemed to have been accepted.

5.2. If the Services are delivered in phases, the Customer must give its approval or disapproval of the part of the Services of that phase after completion of each phase in the manner provided for in the previous paragraph. Customer cannot base an approval or disapproval in a later phase on aspects approved in an earlier phase.

5.3. If Client disapproves the delivered result in whole or in part, Summit shall make every effort to remove the reason for disapproval as soon as possible. Summit may do this by revising the result or providing a reasoned explanation as to why the reason is not valid. Client then has fourteen days to approve or disapprove the revision or motivation. In case of disapproval, the agreement is terminated and the costs already incurred are charged by Summit.

5.4. The Client may only reject the Services on the grounds of substantial deviations from the functional specification in the Agreement.

5.5. If objections concern only minor aspects, the Services shall be deemed to be accepted subject to the proviso that these objections are still removed by Summit within a reasonable period of time.

5.6. For errors discovered after acceptance, there is no liability for Summit unless Summit knew or should have known about them at the time of delivery.

Artikel 6. Adjust and improve

6.1. Summit may modify the Services based on its professional opinion, for example to fix errors, add new functionalities or improve performance. Summit may consult with Client about such adjustments in advance, but the final decision on whether to implement the adjustment is made by Summit.

6.2. If, in Summit's judgment, adjustments result in a material change in the functionality of the Services, Summit shall endeavour to announce the adjustments to Client in advance by e-mail.

6.3. Summit will make every effort to correct any errors in the Services, but is partly dependent on its suppliers in doing so. Summit has the right not to install certain updates or upgrades from suppliers if, in its opinion, this will not benefit the functioning of the Services.

6.4. If the implementation of adjustments and improvements may lead to a limitation of the availability of the Services, this will be carried out as far as possible outside Business Hours. Emergency maintenance can be performed at any time and will not be announced in advance.

Artikel 7. Support

7.1. Summit makes every effort to support Client with respect to questions regarding the use and management of the Services, as well as technical problems related to the Services.

7.2. The support as described in the previous paragraph is offered via a helpdesk that can be reached by e-mail or telephone during Office Hours.

7.3. Summit aims to handle helpdesk requests within a reasonable timeframe. The time taken to resolve reports may vary.

Artikel 8. Availability and backups

8.1. Summit shall use its best efforts to provide and make available the Services to the best of its ability. Client can only claim specific service levels, such as a certain availability or response time, if agreed in writing. For example, in a service level agreement.

8.2. If, in Summit's judgment, the operation of Summit's or third parties' computer systems or network is endangered, for example in the event of a (d)dos attack or malware activity, Summit shall have the right to take all measures it reasonably deems necessary to avert the danger and limit or prevent damage. This may result in limited availability.

8.3. Summit will periodically make backup copies (backups) of certain Client data on Summit or third party systems, and make such data available to Client upon request for a reasonable fee. These backup copies may be destroyed by Summit at any time after termination of the Agreement. It is the responsibility of Client to request backup copies in a timely manner upon termination of the Agreement. Unless the parties make further arrangements regarding the making of back-up copies, Summit shall have complete discretion in determining, inter alia: the times when back-up copies are made, the frequency with which back-up copies are made, the retention period of the back-up copies.

8.4. Unless otherwise agreed in writing, any back-up copies shall be created through an automated process and such back-up copies shall be randomly tested to ensure that they are working properly. Only when the parties agree in writing that all or certain backup copies

are manually tested by Summit, can Summit ensure that the manually tested backup copies are working properly and can be restored.

Artikel 9. Usage rules

9.1. The Client is prohibited from using the Services in a manner that violates these Terms or applicable laws and regulations. In addition, Client is expressly prohibited from using the Services in a manner that may cause inconvenience or damage to Summit or third parties.

9.2. If Summit determines that Client is violating these terms and conditions or the law, or receives a complaint about it, Summit may intervene to end the violation. Summit will then block access to the relevant information.

9.3. If, in Summit's opinion, a nuisance, damage or other danger arises for the functioning of Summit's or third parties' computer systems or network and/or the provision of services via the Internet, in particular due to the excessive sending of e-mail or other data, leaks of personal data or activities of viruses, trojans and similar software, Summit is entitled to take all measures it reasonably considers necessary to avert or prevent this danger. Such measures include, but are not limited to, suspension of the Services and termination of the Agreement.

9.4. Summit shall at all times be entitled to report detected criminal offences and shall cooperate with authorised orders. In addition, Summit is entitled to hand over identifying data of Client to a third party who complains that Client is infringing its rights or these terms and conditions, provided that:

a. it is sufficiently plausible that the information, taken in isolation, is unlawful or harmful towards the third party;
b. the third party reasonably has a real interest in obtaining the data;
c. it is plausible that, in the specific case, no less intrusive option is reasonably available to retrieve the data.

9.5. Client is obliged to follow all reasonable directions given by Summit regarding the use of the Services.

9.6. Summit may recover damages resulting from violations of the rules in this article from Client. Client shall indemnify Summit against all third-party claims for damages resulting from a breach of the rules in this Article.

Artikel 10. Ticket sales

10.1. If Client uses the Services to promote an event for which it offers (paid) tickets, Summit is not a party to the (purchase) agreement between Client and the person (or legal entity) purchasing the offered tickets. Summit acts only as an intermediary in the formation of such an agreement.

10.2. When offering tickets, Client is responsible for compliance with applicable laws, including and not limited to consumer and tax laws applicable to Client and the persons (or legal entities) purchasing the tickets.

10.3. Summit does not provide payment services. When offering tickets for which a fee is payable through the Services, payment is handled by a third-party payment service provider. Summit is not responsible for errors from delays in payment.

10.4. When offering tickets through the Services, Client is responsible for applying and paying the correct amount of VAT and other taxes imposed by the government or applicable laws for Client or the persons (or entities) purchasing the tickets.

10.5. If a ticket for an event is purchased (or tickets are purchased) through the Services and the person (or legal entity) purchasing the tickets recovers any (part of the) amount paid, Client shall reimburse Summit for such amount and all related related costs. Summit will send Client an invoice for such refund.

Artikel 11. Security and privacy

11.1. Summit will endeavour to secure the Services against misuse and unauthorised access to Client's data.

11.2. In the performance of the Agreement, Summit may process personal data on behalf of Client, whereby Client is deemed to be the processing controller and Summit is deemed to be the processor. The Processor Agreement in Annex 1 of these General Terms and Conditions applies to Summit's processing of personal data for Client. Mentioned terms shall have the meanings set out in the applicable privacy legislation.

11.3. Client guarantees that any provision of (personal) data to Summit is lawful and that the processing of such data in accordance with the Agreement does not violate any applicable privacy laws and regulations.

Artikel 12. Intellectual property rights

12.1. All Intellectual Property Rights in the Services and any Materials provided by Summit under the Agreement are vested exclusively in Summit or its licensors.

12.2. Client receives from Summit the non-exclusive, non-transferable and non-sublicensable rights of use in respect of the Services and any Materials to the extent they arise under the Agreement or are otherwise granted in writing. The rights of use are for the duration of the Agreement.

12.3. The Client is not entitled to make changes to the Software and is not entitled to a copy of the source files of the Software.

12.4. Summit may take (technical) measures to protect the Services. If Summit has taken such security measures, the Client shall not be permitted to circumvent or remove such security.

12.5. The Customer is not permitted to remove or modify any indication of Intellectual Property Rights from the Software. It is also not permitted to remove indications of confidentiality from the Software.

Artikel 13. Secrecy

13.1. Parties will keep confidential any information they provide to each other before, during or after the execution of the Agreement or process in the Services if this information is marked confidential or if it is explicitly indicated in advance that it is confidential. The Parties shall also impose this obligation on their employees as well as third parties engaged by them for the performance of the Agreement.

13.2. The parties will treat commercial arrangements, such as agreed prices, as confidential in any case.

13.3. The obligation of confidentiality shall continue even after termination of the Agreement for whatever reason, for as long as the providing party can reasonably claim the confidentiality of the information.

13.4. With regard to confidential information received, the parties will take reasonable measures for the safe custody or storage of the confidential information. With regard to confidential information received, the parties will apply at least the same level of security as the parties apply to their own confidential information.

Artikel 14. Prices and payment terms

14.1. Client shall pay Summit a fee for the Service(s) as agreed or stated in the offer. Unless expressly stated otherwise with an amount, all prices quoted by Summit are exclusive of sales tax (VAT) and other levies imposed by governmental authorities.

14.2. All prices in offers, price list(s) and/or other means of communication of Summit are subject to programming and typing errors. If a price is based on information provided by Client and this information turns out to be incorrect, Summit has the right to adjust the prices accordingly, even after the Agreement has already been concluded.

14.3. Summit is entitled to adjust its applied and/or agreed prices each time the Agreement is renewed and/or once per calendar year, based on inflation, wage indexations based on a collective bargaining agreement, an increase in costs or changed market conditions. If a supplier of Summit increases its prices, Summit shall always be entitled to immediately pass this increase on to Client.

14.4. Summit shall invoice for all amounts due and is thereby entitled to invoice in advance and electronically. If Client objects to (the amount of) an invoice, this does not suspend the payment obligation.

14.5. If Additional Work has been agreed, the amounts due will be invoiced after the Additional Work has been carried out, unless otherwise agreed.

14.6. A payment term of 30 days applies to all invoices, unless the invoice states a different payment term or a different term is agreed in writing.

14.7. If Client has not paid in full after the payment period, Summit shall still give Client the opportunity to pay the invoice amount within fourteen (14) days. If Client has also failed to pay in full after this period, Client is automatically in default without notice of default being required. Summit shall in such case have the right to suspend the provision of the Services in whole or in part. Summit shall not be liable for any damages incurred by Client as a result.

14.8. In the event of late payment, in addition to the amount due and the commercial interest accrued thereon, Client shall be liable for full compensation of both extrajudicial and judicial collection costs, including the costs of lawyers, lawyers, bailiffs and collection agencies.

14.9. All claims of Summit against Client shall become immediately due and payable if Client's bankruptcy is filed for, Client is in a state of bankruptcy, Client applies for or is granted suspension of payments, Client's business is terminated, or if Client's business is liquidated.

14.10. All prices quoted by Summit are in euros and exclusive of VAT and other government levies.

Artikel 15. Liability

15.1. Summit's liability for damages resulting from any breach of the Agreement, tort, breach of warranty or otherwise, shall be limited per event (whereby a series of consecutive events counts as one event) to compensation for direct damages with a maximum equal to the amount (excluding VAT) paid by the Client to Summit under the Agreement during 6 months preceding the occurrence of the damage.

15.2. Direct damage means exclusively all damage consisting of:

a. damage directly caused to tangible property ("property damage");
b. reasonable and demonstrable costs incurred by the Client to induce Summit to (re)perform the Agreement properly, unless the defective performance cannot be attributed to Summit;
c. reasonable costs to determine the cause and extent of the direct damage;
d. reasonable and demonstrable costs incurred by the Customer to prevent or limit the direct damage, insofar as the Customer demonstrates that these costs led to a limitation of the direct damage;
e. reasonable and demonstrable costs of having the Agreement performed by a third party, if Summit does not (again) properly perform within the reasonable period set out in the reminder after Client's demand.

15.3. Summit shall in no event be liable for compensation for indirect or consequential damages, such as damages for lost sales or profits, damages for delay, damages for loss of data and damages for lost savings.

15.4. The foregoing limitation of liability does not apply to the extent that the damage is the result of intentional or deliberate recklessness of Summit's management, or to the extent that Summit's liability cannot otherwise be limited under applicable law.

15.5. Summit's liability for an attributable failure to perform the Agreement shall only arise if the Client gives Summit immediate and proper notice of default in writing, setting a reasonable deadline to remedy the failure, and Summit remains attributably in breach of its obligations even after such deadline. The notice of default shall contain as detailed a description as possible of the default so that Summit is able to respond adequately.

15.6. A condition for the creation of any right to compensation is that Client reports the damage in writing to Summit no later than 30 days after its discovery.

Artikel 16. Force majeure

16.1. Summit cannot be held to fulfil any obligation under the Agreement if performance is prevented due to force majeure. Summit is not liable for any damages resulting from force majeure.

16.2. Force majeure shall in any case include power failures, Internet failures, failures in the telecommunications infrastructure, network attacks (including (d)dos attacks), attacks by malware or other malicious software, internal riots, natural disasters, terror, mobilisation, war, import and export impediments, strikes, supply stagnation, fire, floods and the case in which Summit is unable to fulfil its obligations by its suppliers, regardless of the reason.

16.3. If a force majeure situation has lasted longer than 90 days, both Parties have the right to terminate the Agreement immediately in writing. The Services provided by Summit in that case before the force majeure situation occurred and during the force majeure situation shall be charged pro rata.

Artikel 17. Duration and end

17.1. The Agreement is entered into for the period specified in Summit's quotation or offer.

17.2. If the duration of the Agreement is not mentioned in the offer or quotation, the Agreement is deemed to have been entered into for a period of 12 months, unless the Agreement ends by a predetermined task.

17.3. If the Agreement is a continuing performance agreement, it may be terminated by either Party towards the end of its term, subject to 3 months' notice. In the absence of such notice, the Agreement shall be tacitly renewed each time for the initial term of the Agreement.

17.4. Summit may immediately suspend or terminate the Agreement in writing, without notice of default being required, if Client is in default of any material obligation under the Agreement.

17.5. Summit may immediately suspend or terminate the Agreement in writing, without notice of default being required, if Client's bankruptcy is filed for, Client is in a state of bankruptcy, Client applies for or is granted suspension of payments, Client's business is terminated, or if Client's business is liquidated.

17.6. If Summit suspends performance of the Agreement, Summit retains its claims under the Agreement and applicable laws and regulations.

17.7. In the event that the Agreement is terminated, Summit's claims against Client are immediately due and payable (regardless of the reason for termination).

17.8. If the Agreement is dissolved, the Customer shall remain liable for the amounts already invoiced and no obligations to undo them shall arise.

17.9. Client may only dissolve the part of the Agreement not yet performed by Summit.

Artikel 18. Amendment of general terms and conditions

18.1. Summit has the right to amend or supplement these General Terms and Conditions. Summit will announce the amendment or supplement to Client by e-mail or via the Website at least 30 days before it takes effect.

18.2. If Client does not wish to accept the amendments or additions, Client may object with reasons within 14 days of publication, after which Summit will reconsider the amendment or addition. If Summit decides to stand by the amendment or addition, Client may terminate the Agreement in writing by the effective date of the amendment.

18.3. Both Parties shall cooperate fully in the event of amendments or additions to these General Terms and Conditions that are necessary due to new or changed legislation. Such amendments or additions will be made in consultation between the Parties, without the Customer having the option to terminate the Agreement.

18.4. The information set out in article 18.2. and 18.3. does not apply to changes of minor importance. Such amendments may be made by Summit without notice.

Artikel 19. Exit

19.1. After the end of the Agreement, Summit shall retain all data and records of Client for a period of 30 days. If Client has fulfilled all its payment obligations under the Agreement, Summit shall endeavour to provide a copy of such data and information in a standard file format used by Summit.

Artikel 20. Other provisions

20.1. The Agreement is exclusively governed by Dutch law.
20.2. To the extent not otherwise required by the rules of mandatory law, all disputes between the Parties in connection with the Agreement will be submitted to the competent Dutch court for the district where Summit is located.
20.3. Summit is entitled to transfer its rights and obligations under the Agreement to a third party acquiring Summit or its business.
20.4. If any provision of the Agreement is found to be null and void, this shall not affect the validity of the Agreement as a whole. In that case, the parties will determine (a) new provision(s) to replace it, which will give shape to the intention of the original provision as much as legally possible.
20.5. Client shall promptly notify Summit of any change in name, (postal) address, e-mail address, telephone number and other information and data relevant to the performance of the Agreement.
20.6. The logs and communications stored by Summit are deemed to be correct unless Client provides evidence to the contrary in this regard.

Module A | Rental Hardware

Artikel 1. Rental Hardware

The parties may agree that the Client rents the Hardware from Summit. If the Agreement (also) relates to the rental of the Hardware, it shall be subject to the conditions as described in this Module.

Artikel 2. Hardware

2.1. To this end, Summit grants Client for the duration and under the terms of the Agreement the right to use the Hardware as set out in the Agreement.
2.2. Customer is itself responsible for providing the power supply for the (proper) operation of the Hardware ("electricity").
2.3. Client is responsible for providing a connection facility to connect the Hardware to the internet and/or a local network ("network connection").
2.4. Only Summit is entitled to manage the Hardware and to carry out maintenance or any other form of maintenance or modification of the Hardware.
2.5. In the event the Client makes changes to the Hardware without Summit's prior express consent, the Client shall be required to reimburse Summit for costs incurred by Summit for the purpose of remedying errors, problems or otherwise.
2.6. Without Summit's explicit consent, Client is not entitled to rent out, sublet or otherwise make the Hardware available to third parties.

Artikel 3. Delivery and installation

3.1. In the absence of a delivery date expressly agreed by the Parties, Summit shall make the Hardware available within a reasonable period of time.
3.2. Summit will deliver the Hardware when, in its professional opinion, it meets the specifications and/or is suitable for the agreed use.
3.3. Unless otherwise agreed, the Customer shall install and connect the Hardware itself at a location to be determined by the Customer.
3.4. If agreed, Summit shall install and connect the Hardware at the location specified in the Agreement. Summit is entitled to refuse the installation of the Hardware at a particular location if, in its professional opinion, the installation is not possible and/or the proper functioning of the Hardware cannot be guaranteed.
3.5. Summit has the right to engage third parties for the purpose of installing the Hardware as referred to in the previous paragraph.
3.6. Client shall provide Summit or the third party(ies) engaged by Summit with access to the designated location and the necessary cooperation for the installation of the Hardware.

Artikel 4. Operation and guarantees

4.1. Customer accepts that the Hardware contains only the functionality and other features as Customer finds them in the Hardware at the time of delivery ("as is"), therefore with all visible and invisible faults and defects, unless otherwise agreed in writing.
4.2. Summit shall make every effort to keep the Hardware available for Client and to remedy any breakdowns and technical problems as soon as possible. Client may only claim specific service levels, such as a certain availability or response time, if agreed in writing.

Artikel 5. Risk and insurance

5.1. Destruction, loss, wear and tear, theft or damage of the Hardware shall not affect the Customer's payment obligations. Responsibility for any repairs or replacement may be arranged by the Parties in a service level agreement designated as such.
5.2. Customer shall ensure that the Hardware is insured for its new value during the term of the Agreement against, amongst others: destruction, loss, theft of or damage to the Hardware. The costs associated with this insurance shall be borne entirely by the Customer.
5.3. Client shall ensure that, under the aforementioned insurance policy, Summit is included as a third-party beneficiary or co-insured. If the aforementioned is not reasonably possible, Client shall assign its claim against the relevant insurer to Summit.
5.4. Upon Summit's request, Client will provide copies of the relevant insurance policy and/or proof of full and timely premium payment.

5.5. Summit shall in no event be liable for damages arising as a result of the failure of the Hardware to function (correctly), unless there is intent or gross negligence on the part of Summit's management.
5.6. Client indemnifies Summit against all claims by third parties (including customers of Client), for compensation for damages, costs or interest, related to the Hardware, Agreement and/or the Services.

Artikel 6. Ownership of the Hardware

6.1. The Hardware is and shall remain the property of Summit. Nothing in the Agreement is intended to transfer ownership of the Hardware to Client.
6.2. Summit shall ensure that the Hardware is at all times recognisable as the property of Summit (e.g. through the use of labels). These markings and/or labels may not be removed by the Client.
6.3. If third parties claim or seize the Hardware, Client shall alert such third parties to Summit's ownership and inform Summit as soon as possible (both in writing and by telephone) of the claim. In this case, Client shall enable Summit to collect the Hardware from Client without delay.
6.4. The aforementioned (information) duty also applies if Customer suspects or should reasonably suspect that third parties will claim or seize the Hardware. Such a suspicion exists in any case if Customer can no longer satisfy its creditors (including the Tax Authorities) or knows that it will no longer be able to satisfy its creditors in the near future.
6.5. If the Hardware is seized by creditors of Customer or due to a dispute involving Customer, this does not release Customer from its payment obligations.

Artikel 7. Return

7.1. If the Agreement is terminated or dissolved, Client shall return the Hardware delivered by Summit to Summit as soon as possible in accordance with Summit's instructions and within five (5) working days.
7.2. The costs of returning the Hardware for whatever reasons shall be borne by Customer.
7.3. Client shall ensure proper packaging of the Hardware and shipment by means of insured transport.
7.4. If upon receipt of the Hardware by Summit it is found that the Hardware is in impaired condition, Summit shall be entitled to charge the cost of repair to Client.

Artikel 8. Exclusion

8.1. To the extent permitted by law, the Parties agree that Articles 7:203 to 7:211 of the Civil Code are excluded.

Module B | Sales Hardware

Artikel 1. Hardware sales

The parties may agree that the Client purchases Hardware from Summit. If the Agreement (also) relates to the sale of Hardware, it shall be subject to the conditions as described in this Module.

Artikel 2. Delivery of Hardware

2.1. Unless otherwise agreed, Hardware shall be delivered by Summit ex works. Risk of loss or damage to Hardware shall pass to Client at the time of legal and/or actual delivery.
2.2. Client shall check delivered Hardware for any damages or other defects as soon as possible, but in any case within 7 calendar days. If Client finds any damages or other defects, Client shall record evidence of the damages or other defects and inform Summit immediately. A report of damages or other defects does not suspend the payment obligation of Client.
2.3. If Client does not notify Summit of any damage or other defects within the aforementioned period, the Hardware shall be deemed to have been received in good condition.
2.4. The Hardware purchased by Client from Summit is covered by a manufacturer's warranty. Information on what constitutes a manufacturer's warranty can be found on the manufacturer's website or accompanying documentation.
2.5. Summit will fulfil its legal obligation in the context of conformity of delivered Hardware, but does not grant Client any (additional) warranty on Hardware delivered by it.
2.6. The (legal) warranty does not apply:
    (1) if the faults result from improper use or from causes other than defective material or workmanship;
    (2) if given instructions, for the use of the Hardware, have not been complied with;
    (3) for the condition of the Hardware arising as a result of improper storage, or climatic or other influences.
2.7. The return of Hardware is only possible with Summit's prior consent and subject to Summit's procedures and instructions. If the Client wishes to return Hardware to Summit, the Client shall return the Hardware to Summit as far as possible in its original state of delivery. If there are any costs associated with returning Hardware, they shall be borne by the Client.
2.8. If Summit is required to make repairs or replacement deliveries, Summit will always be given a reasonable time to make such repairs or replacement deliveries.

Artikel 3. Retention of title

3.1. All Hardware delivered by Summit to Client shall remain the property of Summit until Client has properly fulfilled all its payment obligations to Summit.
3.2. All Hardware delivered by Summit, which is subject to the retention of title from the previous paragraph of this article, may not be resold, used as a means of payment, pledged or otherwise encumbered by Client.
3.3. Client shall do all that may reasonably be expected of it to secure Summit's property rights.

3.4. If a third party wishes to seize or have seized Hardware delivered under retention of title, or wishes to establish or assert rights to it, Client shall notify Summit immediately.

3.5. Client gives in advance express and unconditional permission to Summit and third parties to be appointed by Summit to enter the places, where Summit's properties are located, and to repossess the Hardware if Client fails to meet its payment obligation.

Annex 1. Processing agreement

The Processor Agreement in this Schedule 1 and the agreements contained therein relate to Summit's processing of Client's personal data.

ARTICLE 1. DEFINITIONS

The words included in this Processor Agreement (such as "personal data", "process" and "data subject") shall, in any conjugation, have the meaning as referred to in the applicable (privacy) laws and regulations, including the AVG. In addition, the words below in this Processor Agreement, always indicated with a capital letter, both in singular and plural, have the meaning as described in this article.

1.1. AVG: Regulation (EU) 2016/679, also known as the General Data Protection Regulation.
1.2. Data breach: a breach of security leading accidentally or unlawfully to the destruction, loss, alteration or unauthorised disclosure of, or unauthorised access to, data transmitted, stored or otherwise processed.
1.3. Service(s): the services provided by Processor to the Controller under the Agreement.
1.4. Respondent: Principal.
1.5. Processor: Summit.

ARTICLE 2. PURPOSES OF PROCESSING

2.1. Processor undertakes to process personal data on behalf of the Responsible Party under the terms of this Processor Agreement. Processing will only take place in the context of the Agreement and proper performance of the Services agreed therein for the benefit of the Responsible Party, and those purposes reasonably related thereto or determined by further agreement.
2.2. The personal data (to be) processed by Processor under the Agreement, and the categories of data subjects from whom they originate, are listed in Annex 2. Processor will not process the personal data for any purpose other than as determined by the Controller. The Controller will inform Processor of the processing purposes insofar as they are not already mentioned in this Processor Agreement.
2.3. Any (ownership) rights to the personal data that Processor processes for the Responsible Party will remain with the Responsible Party and/or the relevant data subjects.

ARTICLE 3. OBLIGATIONS OF PROCESSOR

3.1. With regard to the processing mentioned in Article 2, Processor will make every effort to comply with the laws and regulations applicable to Processor in the area of personal data protection. Processor shall inform the Controller, at the latter's first request, of the measures it has taken regarding its obligations under this Processor Agreement.
3.2. The obligations of Processor arising from this Processor Agreement also apply to those who process personal data under the authority of Processor, including but not limited to employees.
3.3. Processor will provide the Responsible Party with the necessary and reasonably possible cooperation when a data protection impact assessment (also referred to as a 'Privacy Impact Assessment') is necessary in the context of the processing. Also, at the request of the Responsible Party, Processor will reasonably cooperate in dealing with a request from a data subject as referred to in Article 8. Any costs to be incurred by Processor in this context will reasonably be borne by the Responsible Party.

ARTICLE 4. TRANSFER OF PERSONAL DATA

4.1. Respondent authorises Processor, in the context of the performance of the Master or Processor Agreement, to have the personal data processed by third parties (also referred to as subcontractors or sub-processors). This consent includes in any case the permission to Processor to have the personal data processed by an appropriate third party that will host the Processor's Service. At the request of the Controller, Processor shall inform the Controller of the third parties engaged by it.
4.2. Processor processes personal data only within countries in the European Economic Area (EEA), or with third parties located in countries with an adequate level of protection as recognised by the European Commission. At the request of the Controller, Processor will disclose which country or countries are concerned.
4.3. If Processor intends to engage new third parties in the context of processing personal data under this Processor Agreement, Processor will inform the Responsible Party on its own initiative. The Controller will then have two weeks to object to the engagement of the new third party. This objection must be made in writing and supported by arguments.
4.4. If the Controller objects as referred to above, the Parties will seek a reasonable solution in proper consultation. Should it occur that the Parties cannot jointly reach a solution, Processor is entitled to engage the new third parties as yet. In this case, the Controller is entitled to terminate the Main and Processing Agreement by the date on which the relevant new third party is engaged by Processor.
4.5. If the Controller does not object within the two-week period referred to in Article 4.3, then Processor is entitled to engage the relevant new third party.
4.6. If Processor engages a third party to process personal data, Processor shall endeavour to impose substantially the same obligations on that third party as the obligations imposed on Processor under this Processor Agreement to the extent relevant.
4.7. Processor is responsible for the third parties it has engaged on its own initiative and, in case of errors by these third parties, is itself liable to the Controller for damages as if Processor itself had committed the error(s).

ARTICLE 5. DIVISION OF RESPONSIBILITY

5.1. Under the express (ultimate) responsibility of the Responsible Party and within the purposes described in Article 2, the Processor is solely responsible for the processing of personal data through the Service it provides under the Agreement. For other processing of personal data, including in any case but not limited to the collection of the personal data by the Responsible Party and/or third parties, processing for purposes not notified to Processor by the Responsible Party, processing by third parties and/or for other purposes, Processor is explicitly not responsible.

5.2. Responsibility for personal data processed using a Service provided by Processor lies with the Controller. It is for the Responsible Party to determine whether it may have the personal data processed by Processor under the agreed conditions. The Controller guarantees that the content, use and commissioning of the processing of the personal data as referred to in the Master and Processor Agreement are not unlawful and do not infringe any rights of third parties. The Respondent shall indemnify Processor against all third party claims arising from the Respondent's failure to comply with the aforementioned guarantee.

ARTICLE 6. SECURITY

6.1. Processor shall endeavour to take appropriate technical and organisational measures in relation to the processing of personal data to be carried out in order to protect the personal data against loss or against any form of unlawful processing (such as unauthorised access, impairment, modification or disclosure of the personal data).

6.2. The parties acknowledge that it is impossible to implement security measures that are effective in all circumstances. Annex 2 briefly describes which security measures Processor will apply in each case. Processor will make every effort to ensure that the security measures meet a level that is appropriate, given the state of the art, the sensitivity of the personal data and the costs associated with implementing the security measures.

6.3. Respondent decides exactly which personal data will be processed by Processor and will only make personal data available to Processor for processing if Respondent has satisfied itself that the security measures required by Respondent are in place.

ARTICLE 7. NOTICE LIGHT

7.1. If Processor has identified a Data Breach, then Processor shall inform the Responsible Party about it without delay, but in any case within 48 hours, as a result of which the Responsible Party shall assess whether or not to inform the data subject(s) and/or the relevant regulator(s).

7.2. If Processor has identified a Data Breach, Processor shall take all reasonable measures to prevent or limit (further) unlawful processing.

7.3. The notification from Processor to the Controller shall include the fact that a Data Breach has occurred, as well as the details described in Annex 3 as applicable.

7.4. At the request of the Controller and if necessary, Processor shall reasonably cooperate in informing the data subject(s) and/or the relevant regulator(s).

ARTICLE 8. HANDLING OF REQUESTS FROM DATA SUBJECTS

8.1. In the event that a data subject makes a request to Processor to inspect, correct, supplement, amend or block their personal data, Processor shall forward the request to the Controller, and the Controller shall further process the request. Processor may notify the data subject accordingly.

ARTICLE 9. SECRECY AND CONFIDENTIALITY

9.1. All personal data processed by Processor on behalf of the Responsible Party are subject to a duty of confidentiality towards third parties.

9.2. This confidentiality obligation does not apply: (i) insofar as the Responsible Party has given explicit consent to provide the personal data to third parties, (ii) if the provision of the personal data to third parties is logically necessary in view of the nature of the assignment provided and the execution of the Master and Processor Agreement, (iii) if personal data are provided to third parties in their capacity as subcontractor/sub-processor, or (iv) if there is a legal obligation to provide the personal data to a third party.

9.3. If Processor is required by a legal obligation to disclose personal data to a third party, it will inform the Respondent in advance and allow the Respondent reasonable time to pursue legal remedies to counteract the disclosure of personal data, unless prohibited under the relevant legislation.

9.4. If Processor uses the services of third parties, Processor shall ensure that these third parties also agree on a duty of confidentiality with Processor.

ARTICLE 10. AUDIT

10.1. Respondent has the right to have audits performed by an independent ICT expert to verify compliance with all points in this Processor Agreement.

10.2. This audit may take place once every two years. At least two weeks prior to the intended audit, the Controller will inform Processor.

10.3. The independent ICT expert who will perform the audit must conform to the security procedures as in force at Processor. Furthermore, adequate confidentiality must be agreed with this ICT expert.

10.4. Processor shall cooperate with the audit and provide all information reasonably relevant to the audit, including supporting data such as system logs, and employees as timely as possible.

10.5. The findings as a result of the audit carried out will be assessed by the Parties in mutual consultation and, as a result, may or may not be implemented by either or both Parties jointly.

10.6. All costs related to an audit will be borne by Respondent.

ARTICLE 11. AMENDMENT

11.1. If a change in the personal data to be processed or a risk analysis of the processing of personal data gives cause to do so, the Parties shall, at the first request of the Responsible Party, enter into consultations about adapting the arrangements made within this Processor Agreement.

11.2. This Processor Agreement may only be amended in writing and with the agreement of both Parties. If the Parties have agreed on new arrangements, the Parties will add these new arrangements to this Processor Agreement.

ARTICLE 12. DURATION AND TERMINATION

12.1. This Processor Agreement shall come into effect when the Parties sign the Agreement and on the date of the last signature.

12.2. The duration of the Processor Agreement is equal to the duration of the Agreement. The Processor Agreement cannot be terminated separately from the Agreement. If the Agreement ends for any reason, then this Processor Agreement will also automatically end.

12.3. Upon termination of the Processor Agreement for any reason, Processor will, upon request:

a. make available to the Responsible Party, in original or copy form, the personal data, which the Processor has processed on behalf of the Responsible Party and which is still in the Processor's possession, in the file format in which it was stored with the Processor; or

b. destroy the personal data, which Processor has processed on behalf of the Responsible Party and which are still in the Processor's possession.

12.4. To the extent reasonably possible, the Parties will make every effort to agree on a reasonable fee for the work in question prior to the work as referred to in Article 12.3. If the Parties have not agreed on a fee, Processor is entitled to charge a market-based fee to the Respondent.

12.5. If Respondent does not submit a request to Processor to carry out any of the activities mentioned in Article 12.3, then Processor is entitled to delete the personal data in question from its systems as of one month after the end of the Processor Agreement.

12.6. Obligations which by their nature are intended to continue even after h he end of this Processor Agreement shall continue to apply after the end of this Processor Agreement. These provisions include those arising from the provisions on confidentiality and applicable law.

ARTICLE 13. OTHER

13.1. This Processor Agreement forms an integral part of and is supplemented by the Agreement. This means, inter alia, that the limitation of liability as agreed in the Agreement and the related general terms and conditions of Processor shall also apply to this Processor Agreement.

13.2. Logs and measurements made by Processor shall constitute compelling evidence, subject to evidence to the contrary to be provided by the Responsible Party.

Annex 2. Specification of personal data

Version number: 3.0
Date last updated: 05-10-2023

This annex describes the specific processing operations by Summit that Respondent (Client) mandates when entering into the Agreement.

Amendments and/or supplements to this Annex shall in each case be made by means of a separate document attached to the Agreement as an addendum, showing the explicit and written instruction and/or consent of the Parties.

I. The purpose of processing personal data

The processing of personal data by Summit takes place in the context of the performance of the Agreement, including, but not limited to, the registration of contact data of visitors to trade fairs, conference participants, (prospective) students. In addition to the registration of personal data, Summit makes registration data available for analysis purposes and follow-up communication.

II. The categories of personal data that Respondent allows Summit to process

Summit generally processes contact data. No special personal data (such as personal data relating to religion, sexual orientation, health or finances) are processed.

III. The categories of data subjects whose personal data are processed:

Summit processes personal data of, among others (but not limited to): visitors to trade fairs and events, exhibitors and stand crew members, conference participants, scholars and (prospective) students and employees of Respondent using Summit's Service.

IV. Processing of personal data:

Respondent gives the following instructions to process the personal data (without prejudice to any instructions arising directly from the provisions of the Agreement or reasonably required for the proper performance by Summit of its obligations):

- **Storage of personal data**: services provided by Summit whereby Respondent's personal data is stored in a storage system provided by Summit.
- **Transmission of personal data**: services provided by Summit in which personal data of Respondent is transmitted from, to or between applications on a platform operated by Summit.
- **Analysing, updating or modifying personal data**: services provided by Summit whereby personal data of Respondent can be monitored and modified both manually, and by automated means.

V. Retention periods of personal data:
Personal data shall not be retained by Summit for longer than necessary for the performance of the Agreement or to comply with a legal obligation incumbent upon it. Personal Data processed for the purpose of the proper functioning of the Service is subject to a retention period of 3 years, unless the Parties agree otherwise.

VI. Security measures taken
In a digital age where data underpins innovation and progress, the protection of personal data is a crucial pillar for user and stakeholder trust. This is true in the event industry, but certainly also in the education sector, where personal and academic data of students, teachers and staff is constantly being exchanged and managed. Summit Registration & Services BV, as developer of Hippocampus, recognises the importance of this and has committed to safeguarding this sensitive data. With a deep understanding that the security of personal data is of utmost importance, Summit has taken measures in all facets of its software development and service delivery to ensure this integrity and confidentiality.

Measures used by Summit to ensure the digital security of its customers and their data:

Microsoft Azure Cloud environment: We use the Microsoft Azure Cloud environment to ensure that our networks remain strictly separated and shielded. This environment is equipped with advanced firewalls to improve the security and confidentiality of information.

Segregated Environments: To enhance security, we maintain strictly separated development, testing, acceptance and production environments to mitigate data breach risks.

Identity Management: Our use of Auth0 allows us to provide a high level of user authentication and authorisation. This eliminates the need for storing passwords, which reduces a well-known risk of data breaches.

Security Practices in Software Development: When we develop our software, we follow best practices in implementation and testing to ensure consistency in quality and security.

Strong Permission System: To protect access to data and functions in our software, we implement strong, role-based access controls.

Authentication Between Internal Services: We have implemented secure authentication mechanisms between our internal services to prevent unauthorised access.

Standard Security Measures: We employ standard security measures, such as HTTPS for secure communication, secure backups to prevent data loss, and we use built-in security features of .NET, one of the most reliable and robust frameworks.

Active Monitoring: We continuously monitor our network and application traffic to detect and quickly respond to potential malicious activity.

We are committed to maintaining the highest security measures and standards to protect all the data we process. Our security measures are constantly reviewed and updated in response to new threats and changes in technology and regulations.

SURF (Utrecht, the Netherlands, https://www.surf.nl/) helps institutions in the education and research sector with information security. To this end, SURF develops common policies and tools and supports educational institutions in finding a balance between security, privacy assurance, accessibility and ease of use. SURF and Summit have been collaboration partners since 2013 when it comes to inviting, registering and tracking participants to dozens of SURF workshops and conferences, such as The Education Days. Here, employees of educational and research institutions can use SURFconext to register securely and easily via Summit's applications. In addition, Summit makes it possible for educational institutions to use authentication via SURFconext to log into Hippocampus. Needless to say, Summit complies with all the privacy and security requirements set by SURF.

In case you detect security threats, please contact Summit immediately at 0031-30-2307940 / h.kleinekorte@summit.nl

VII. Sub-processors
Summit has permission from Controller to use third parties to process personal data. Processor engages the following third party/parties:

Sub-processor engaged by Processor to Process Personal Data	(Category) Personal Data processed by Sub-processor	Type of Processing	Country of Processing	Country of establishment Sub-processor
Auth0	All personal data The following data will not be processed: Sensitive personal data, Special personal data and BSN	Authentication for logging into Summit is via Auth0.	EU	London, United Kingdom
Spryng	All personal data The following data will not be processed: Sensitive personal data, Special personal data and BSN	Sending reminder text messages from Summit's system	Netherlands	Amsterdam, the Netherlands
Mailchimp	All personal data The following data will not be processed: Sensitive personal data, Special personal data and BSN	Send e-mail mailings from Summit's system	US, however see: https://mailchimp.com/help/mailchimp-european-data-transfers/	Atlanta, United States
MS Azure	All personal data The following data will not be processed: Sensitive personal data, Special personal data and BSN	hosting provider for Processor's database servers	EU	Redmond, United States
Leaseweb	All personal data The following data will not be processed: Sensitive personal data, Special personal data and BSN	hosting provider for Processor's database servers	Netherlands	Amsterdam, the Netherlands

The above list of sub-processors is subject to change. Upon request by the Responsible Party, Summit will inform the Responsible Party of the recent third parties it has engaged.

VIII. Contact details
In case of questions regarding this Annex and/or the Service provided, Respondent may contact Summit's designated project manager for the work (if applicable) or contact:

Name: Hans Kleinekorte
Function: Director
E-mailadres:h.kleinekorte@summit.nl
Telefoonnummer: 0031-30-2307940

Respondent shall, before the conclusion of the Agreement or as soon as possible after the conclusion of the Agreement, appoint an internal contact person whom Processor can contact in the context of privacy-related matters and this Processor Agreement. The contact details of this contact person (the name, position, email address and telephone number) will be provided in writing to Processor as soon as possible.

Annex 3 - Information to be provided in the event of a Data Breach

Version number: 3.0
Date last updated: 05-10-2023

If Processor is required to notify the Controller of a Data Breach under the Processor Agreement, Processor will provide the following information as far as reasonably possible:

Contact details of reporter
Name, position, email address, phone number.

Details of the data breach
- Summarise the incident in which the personal data security breach occurred.
- How many persons' personal data are involved in the breach? (Please fill in the numbers.)
  a) Minimum: (complete)
  b) Maximum: (complete)
- Describe the group of people whose personal data is affected by the breach.
- When did the breach take place? (Choose one of the following options and complete where necessary).
  a) On (date)
  b) Between (start date of period) and (end date of period)
  c) Not yet known
- What is the nature of the breach? (You may tick more than one option).
  a) Reading (confidentiality)
  b) Copy
  c) Change (integrity)
  d) Removal or destruction (availability)
  e) Theft
  f) Not yet known
- What type of personal data is involved? (You may tick more than one option).
  a) Name, address and place of residence
  b) Telephone numbers
  c) E - mail addresses or other addresses for electronic communication
  d) Access or identification data (e.g. login name/password or customer number)
  e) Financial data (e.g. account number, credit card number)
  f) Citizen service number (BSN) or social security number
  g) Passport copies or copies of other identification documents
  h) Gender, date of birth and/or age
  i) Special Personal Data (e.g. race, ethnicity, criminal data, political beliefs, religion, medical data)
  j) Other data, namely (please complete)
- What impact might the breach have on the privacy of the data subjects? (You may tick several options).
  a) Stigmatisation or exclusion
  b) Damage to health
  c) Exposure to (identity) fraud
  d) Exposure to spam or phishing
  e) Other, namely (please complete)

Follow-up actions following the Data Breach
- What technical and organisational measures has your organisation taken to address the breach and prevent further breaches?

Technical protection measures
- Is the Personal Data encrypted, hashed or otherwise made unintelligible or inaccessible to unauthorised persons? (Please choose one of the following options and complete where necessary).
  a) Yes
  b) No
  c) Partly, namely: (complete)
- If all or part of the Personal Data has been rendered unintelligible or inaccessible, in what way has this been done? (Please answer this question if you chose option a or option c in the previous question. If you have used encryption, please also explain the method of encryption).

International aspects
- Does the infringement concern persons in other EU countries? (Please choose one of the following options.)
  a) Yes
  b) No
  c) Not yet known