

Ungraded General Purchase Conditions (As of April 01, 2020)

Article 1 Definitions

In these General Purchase Conditions the terms below, written with a capital letter and used in both the singular and the plural, are given the following meaning:

- a. Agreement The agreement between Ungraded and the Supplier for the provision of Content;
- b. Content All content provided by Supplier and/or its suppliers through the Service, including but not limited to Footage, images, blogs, (sponsored) articles, reports, interviews, and comments;
- c. Footage The provided video footage recorded with the use of a drone by Supplier to Ungraded and to which Supplier has all Intellectual Property Rights;
- d. General Purchase Conditions These general purchase conditions that apply to any and all provision of Content by Supplier;
- e. Intellectual Property Rights Any intellectual property rights including but not limited to rights such as copyrights, trademark rights, patents, model rights, trade name rights, database rights and neighboring rights as well as the rights to know-how;
- f. Parties The Supplier and Ungraded;
- g. Personal Data Any data that directly or indirectly relates to a natural person, as meant in the General Data Protection Regulation;
- h. Platform The Ungraded platform available at the Website on which license to Footage provided by Supplier will be offered for sale and users can purchase licenses to the Footage;
- i. Privacy Statement Ungraded's privacy statement available at <https://www.ungraded.video/privacy>;
- j. Quotation The Quotation sent by Ungraded to Supplier or the offer made by Ungraded, which includes the scope of the Agreement and, where applicable, a fee-sharing agreement;

k.	<u>Profit</u>	The profit generated per video or image from sold licenses on the Platform, as specified in article 8;
l.	<u>Supplier</u>	The natural person or legal entity that concluded the Agreement with Ungraded;
m.	<u>Ungraded</u>	The Dutch company Ungraded B.V., having its office at Tolsteegplantsoen 19 2 (3523 AG), Utrecht in the Netherlands, registered with the Dutch Chamber of Commerce under number 77252705;
n.	<u>Website</u>	The website through which the Platform is exploited, available at https://www.ungraded.video .

Article 2 Scope

- 2.1 The General Purchase Conditions apply to the Agreement, the provision of Content by Supplier and all other (legal) acts between Ungraded and the Supplier.
- 2.2 Ungraded may amend these General Purchase Conditions at any time. The Supplier will be notified of any amendments by email and/or private message and/or upon logging in to the Platform through the Website and/or upon using the Website. The new version of the General Purchase Conditions will be available for viewing and downloading on the Website.. If the Supplier continues to provide Content to Ungraded after these General Purchase Conditions have been amended or supplemented, the Supplier thereby irrevocably accepts the amended or supplemented General Purchase Conditions. If the Supplier does not agree with the amended or supplemented General Purchase Conditions, the Supplier's exclusive remedy is to no longer make use of the Platform and/or to provide Content to Ungraded.
- 2.3 If any provision in these General Purchase Conditions shall be held to be (partly) void or unenforceable, the other provisions of these General Purchase Conditions will remain in full force and effect. In such a case, Ungraded will replace the void or unenforceable provisions with new ones. In doing so, the purpose and meaning of the void or unenforceable provisions will be taken into account as far as possible.
- 2.4 These General Purchase Conditions have been prepared in English and contain Dutch legal terms (which are quoted in inverted commas: "..."). These General Purchase Conditions may have been translated into other languages. In case of a dispute, the English version shall have precedence and must be interpreted in accordance with the laws of the Netherlands.
- 2.5 Neither the General Purchase Conditions, nor any other agreement between Ungraded and the Supplier shall result in any form of employment relation, partnership, or any other type of relationship other than a supplier relationship between Ungraded and the Supplier.

Article 3 Conclusion of the Agreement

- 3.1 The Agreement will be concluded as soon as the Quotation has been accepted and Ungraded places the Content on the Platform. The Quotation is deemed to have been accepted as soon as the Supplier agrees to the Quotation, or as soon as Ungraded may reasonably consider Supplier's behavior as (impression of) acceptance.
- 3.2 Only the description in the Quotation binds Ungraded. Ungraded is not bound by a deviation from the description in the Quotation in any reply from Supplier, even if this reply differs only in subordinate points from the Quotation.

Article 4 Supplier's obligations

- 4.1 The Supplier warrants that it is authorized to enter into the Agreement, more particularly that no agreements or rights of third parties preclude the provision of Content as referred to in the Agreement.
- 4.2 The Supplier warrants that the Content and / or the provision thereof does not infringe any Intellectual Property Rights, privacy rights or any other rights of Ungraded or a third party and that it complies with all applicable laws and regulations, including but not limited to the General Data Protection Regulation.
- 4.3 The Supplier warrants that the Content provided is owned and / or controlled by him, and that no third parties have any rights, such as Intellectual Property Rights, to the Content.
- 4.4 The Supplier warrants that the Content is suitable for the actual and / or intended use thereof by Ungraded, including, but not limited to, selling licenses to the Footage .
- 4.5 The Supplier warrants that the Content does not contain viruses, trojan horses, worms, bots, backdoors, time bombs, drop dead services or other software that can damage, render useless or inaccessible, delete or appropriate or use any automated work or data.
- 4.6 The Supplier shall deliver the Content to the agreed type of information carriers or, in the absence of clear agreements to this regard, the format of data carriers to be determined by Ungraded or deliver it to Ungraded using telecommunication facilities. Ungraded determines the method of delivery.
- 4.7 Supplier warrants that it is registered in a (local) trade and/or commercial register, if such registration is required to enter into the Agreement according to the local, or otherwise applicable, laws and regulations.
- 4.8 The Supplier shall adhere to all conditions laid down in the General Purchase Conditions.
- 4.9 The Supplier must be able to demonstrate compliance with the General Purchase Conditions, including but not limited to the agreed upon warranties.

Article 5 Content and Footage

- 5.1 The Supplier warrants that the (creation of the) Footage, and / or the provision thereof under the Agreement, is in accordance with the local, or otherwise applicable, laws and regulations. This includes, but is not limited to, the following warranties:
 - a. Supplier warrants that the drone pilot has the appropriate authorizations, including the authorization to make use of the drone and the authorization to create the Footage, if such authorization is needed under local, or otherwise applicable, laws and regulations;
 - b. Supplier warrants that the drone pilot has not flown in a no-fly zone, in order to create the Footage, unless Supplier has obtained an exemption to fly in the no-fly zone, as required under local or otherwise applicable laws and regulations, and is able to demonstrate this exemption;
 - c. Supplier warrants that the drone pilot has not created Footage at a location where such creation was not allowed.
- 5.2 The Supplier warrants that the (creation of the) Footage, and / or the provision thereof under the Agreement, not contravenes any provision of any agreement concluded between Supplier and Ungraded and / or a third party.
- 5.3 The Supplier warrants that the Content shall not contain any material of pornographic, offensive, deceptive, defamatory, obscene or unlawful nature.
- 5.4 The Supplier warrants the Content shall not contain any illegal activities or activities that are contrary to morality or public order, shall not involve false or misleading information.
- 5.5 The Supplier warrants that the Content shall not be unlawful in any way whatsoever.
- 5.6 The Supplier warrants that it concluded a valid agreement with persons who are identifiable or can be identified in the Footage on the basis of which Supplier is entitled to create and provide the Footage, if such agreement is required with the local, or otherwise applicable, laws and regulations.
- 5.7 The Content provided by the Supplier shall meet the specifications set for the provision of Content, more particularly the provision of Footage by the Supplier shall meet the specifications and guidelines for the supply of Footage, as specified on the Platform.
- 5.8 The Supplier acknowledges and accepts that Ungraded merely offers the Platform on which licences to Footage can be sold to users. Ungraded shall not be responsible for the amount of sold licenses to users of the Platform with regard to the Footage. Ungraded does not have any obligation to promote the Footage and / or to otherwise provide incentives with regard to the Footage.
- 5.9 Ungraded is entitled to, at its sole discretion and without a notification to Supplier being necessary, refuse to place Content and / or Footage on its Platform, and / or to, at any time, remove Content and / or Footage from the Platform, without having to disclose the reason for refusal or removal and without becoming liable for compensation, including but not limited in the event of receipt of a Notice of Take Down (art. 10).

Article 6 License

General Purchase Conditions Ungraded

- 6.1 The Supplier and / or its licensors retain ownership of the Footage provided to Ungraded, unless Parties agreed otherwise.
- 6.2 The Supplier offers Ungraded an indefinite, non-exclusive, royalty-free, worldwide license to use, edit, transfer, distribute, copy, reproduce, display on its Website and Platform and sublicense all Content provided by the Supplier to Ungraded, under its own terms and conditions.
- 6.3 Supplier hereby authorizes Ungraded to act in its name against any violation of the Intellectual Property Rights relating to the Footage provided to Ungraded by Supplier. Ungraded can act at his own discretion.
- 6.4 The Supplier waives, to the extent permitted by law, its personality and moral rights.
- 6.5 Insofar as a waiver of personality and moral rights, as meant in the previous paragraph, is not possible, Supplier hereby authorizes Ungraded to act exclusively in its name against any violation of these rights. Ungraded can act at his own discretion. Supplier shall not act independently against a violation of these rights.
- 6.6 Ungraded is not obliged to make any mention of Supplier when publishing and / or offering licenses to the Footage.

Article 7 Indemnities and interruptions

- 7.1 The Supplier indemnifies and holds Ungraded harmless from and against any and all claims by third parties including claims in the context of privacy rights, the processing of Personal Data, and Intellectual Property Rights.
- 7.2 Ungraded does not warrant that the Platform will be error free, complete or up-to-date at all times.
- 7.3 The Supplier agrees that the Platform only provides the functionality and other features as found in the Platform at the time of use ("as is"). Ungraded does not guarantee that the Platform or any part thereof will be accessible at all times and without any interruptions or failures. Failures in the Platform can occur as a result of failures in the internet connection or as a result of viruses and/or faults/defects. Ungraded is not liable towards the Supplier for any damage, loss or costs resulting or arising from the Platform being (temporarily) unavailable, including but not limited to the loss of data or inability to access or use the Platform.
- 7.4 Ungraded is entitled to change and/or update the Platform and replace the design and layout and/or any of the functionalities of the Platform without any notification and without being obliged to pay any compensation whatsoever to the Supplier.
- 7.5 Ungraded is entitled to put the Platform (temporarily) out of service and/or to reduce the use of it without any notification and without being obliged to pay any compensation whatsoever to the Supplier, if in the opinion of Ungraded this is necessary, for instance in connection with the reasonably required maintenance of the Platform or due to force majeure.
- 7.6 Force majeure includes – but is not limited to – site or building blockades, strikes, riots, civil disruption, war, terrorist acts, inclement weather, epidemic, specific work interruptions, delay in transportation, earthquake, virus outbreaks, pandemics,

epidemics, fire, storm, flood, or water damage, delay in or cancellation of the delivery to Ungraded of parts, goods or services ordered from third parties, or governmental, legal or regulatory restrictions and all (other) external causes, foreseen or unforeseen, which Ungraded cannot influence.

- 7.7 The Supplier is responsible and liable for all use he makes of the Platform, including but not limited to the provision of Content to Ungraded.
- 7.8 The Supplier indemnifies and holds Ungraded harmless against any and all claims by third parties in connection with or resulting from the Content, the provision thereof, a violation by the Supplier of these General Purchase Conditions and / or the Agreement, and/or any unlawful activities.

Article 8 Profit shares and payment

- 8.1 Unless Ungraded and the Supplier have agreed to a different arrangement for sharing the Profit in a fee-sharing agreement, Parties shall share the Profit in the following way. Ungraded will be entitled to 50% of the Profit. Supplier will be entitled to 50% of the Profit.
- 8.2 The Profit will be calculated by deducting the costs associated with the sold licenses to the Footage through the Platform from the revenue generated through the sold licenses to the Footage through the Platform.
- 8.3 Revenue means all income generated by sales of licences to the Footage provided by a Supplier on the Platform.
- 8.4 The costs associated with the sold licenses to the Footage through the Platform will include, but are not be limited to, the costs of the data transfer by means of the download(s), transaction costs and/or (specific) sales costs.
- 8.5 Any late payment by Ungraded does not entitle Supplier to suspend its obligations under the Agreement nor does it entitle Supplier to interest.
- 8.6 Parties agree that the amounts made available to Supplier under this Agreement constitute Supplier's entire compensation under the Agreement.
- 8.7 Ungraded shall determine the pricing of the licenses to the Footage offered on its website.
- 8.8 Ungraded shall pay the amount made available to Supplier under this Agreement to the Supplier, as described on the Platform.

Article 9 Limitation of liability

- 9.1 Ungraded's liability for attributable failure (in Dutch: "toerekenbare tekortkoming") to perform the Agreement or any other unlawful act (in Dutch: "onrechtmatige daad") or otherwise shall be excluded, to the extent allowed by a mandatory or peremptory rule of law.
- 9.2 In the event that Ungraded is liable for damages under a mandatory or peremptory rule of law, the damage will be limited to an amount of EUR 100.00 per event (a series of connected events being considered as one event). In no event will Ungraded's total, aggregate liability, exceed EUR 200.00.

- 9.3 Ungraded's liability for consequential damages (in Dutch: "indirecte schade", "gevolgschade") arising out of, or in connection with the Agreement or these General Purchase Conditions, such as, but not limited to, loss of profit, loss of business, loss of anticipated savings, or any other similar financial loss or loss of goodwill or reputation, or other incidental, indirect, punitive or exemplary damages of any kind, independent of whether the Supplier provides notice to Ungraded of such potential injury, damages or loss, is excluded.
- 9.4 In any event, the Supplier's right to claim under the Agreement, these General Purchase Conditions, for an unlawful act or otherwise shall lapse one (1) year after the occurrence giving rise to the claim or action.
- 9.5 The limitations mentioned in the preceding paragraphs of this article 9 shall not apply if and insofar as the damage or injury is the result of intent (in Dutch: "opzet") or gross negligence (in Dutch: "bewuste roekeloosheid") by Ungraded or its managers.
- 9.6 Ungraded shall not be held liable for any conduct of the Supplier when they are shooting the Footage.
- 9.7 Ungraded shall not be held liable for any infringing Content on its Platform, or infringements on the rights of the Supplier by third parties.
- 9.8 Any claim for damages by Supplier that is not specified and explicitly reported by Supplier shall expire within a period of twelve (12) months after the claim has arisen. This does not affect the Supplier's complaint obligation.

Article 10 Notice and takedown

- 10.1 If another Supplier, a user, a visitor or a third party reports unlawful Content, or Content that is undesirable according to the criteria published in this General Purchase Conditions by Ungraded, he has to notify Ungraded in writing through the contact details available in article 16.
- 10.2 The notice shall include, at least, the following information:
 - a. the contact details of the notifier;
 - b. all relevant information Ungraded needs to evaluate the Content, including the location of the Content on the Platform (URL);
 - c. a description of why the content is unlawful or undesirable according to the criteria published by Ungraded; and
 - d. a statement of the reason why Ungraded is approached as the most appropriate intermediary to deal with the matter;
- 10.3 Notifier can request that Ungraded deals with the report as a matter of urgency. The reasons for urgency must be explained by notifier. Ungraded will determine whether the report is dealt with as a matter of urgency on the basis of the explanation of the reasons.
- 10.4 Ungraded shall evaluate the notice made by notifier. If Ungraded determines that the Content is not unequivocally unlawful or undesirable Ungraded will inform the notifier of this and the reasons thereof. If Ungraded determines that the Content is unlawful or

- undesirable the Content will be removed from the Platform immediately or within a reasonable period of time.
- 10.5 In the case that Ungraded is unable to come to an unequivocal judgement as to whether the Content concerned is unlawful or undesirable, Ungraded will inform the Supplier about the report made by notifier and will request to remove content or to contact the notifier. If notifier and Supplier do not reach an agreement, the notifier can choose to take legal action that is open to him. If Supplier chooses to not make himself/herself known to the notifier, Ungraded may decide to provide the notifier with the Suppliers name and content details, or to remove the Content. The Supplier acknowledges and accepts that Ungraded is not liable for the removal or otherwise making the relevant Content inaccessible.
 - 10.6 The procedure in the previous paragraphs is based on the Notice-and-Takedown Code of Conduct as described on noticeandtakedowncode.nl.
 - 10.7 The Supplier acknowledges and accepts that Ungraded is not liable for the removal of the Content or for otherwise making the Content inaccessible.

Article 11 Non-disclosure and confidentiality

- 11.1 Supplier shall treat all confidential information and trade secrets within the meaning of the Directive (2016/943) obtained from Ungraded and the content of this Agreement and these General Purchase Conditions as strictly confidential and use that information only for the purpose of this Agreement. Supplier will bind their employees and all other persons hired by or working for or on behalf of it, to the same confidentiality obligation.
- 11.2 Information will be regarded as confidential unless Ungraded indicates such information as being non-confidential.
- 11.3 The duty to treat all confidential information shall exist for five (5) years from the moment Supplier received the specific confidential information from Ungraded. Early termination is only possible with the consent of both Parties.

Article 12 Penalty

- 12.1 If Supplier fails to meet one or more of the obligations under the Agreement and / or the General Purchase Conditions and / or it does not fully comply with this, it forfeits to Ungraded – without imputability and / or a notice of default being required – an immediately payable fine of € 1,000.00 (thousand euros) per violation and € 100.00 (hundred euros) per day that the violation continues, all without prejudice to all other rights of Ungraded including but not limited to the right to (additional) compensation and / or fulfillment of the Agreement and / or the General Purchase Conditions.

Article 13 Privacy

- 13.1 By supplying Content to Ungraded, the Supplier may provide Personal Data to Ungraded. These Personal Data will be saved and processed in accordance with the the General Data Protection Regulation and, if Ungraded is a controller of the Personal

Data as meant in article 4(7) of the General Data Protection Regulation, with the Privacy Statement.

- 13.2 Supplier represents and warrants that the provision of Personal Data to Ungraded is lawful and does not violate any right of any third party. More particularly, Supplier represents and warrants that the provision of Personal Data to Ungraded is in accordance with article 5-11 of the General Data Protection Regulation.
- 13.3 If Ungraded is a processor of Personal Data as meant in article 4(8) of the General Data Protection Regulation and Supplier is a controller of Personal Data as meant in article 4(7) of the General Data Protection Regulation, the following paragraphs, which qualify as a data processing agreement as meant in article 28(3) of the General Data Protection Regulation, shall apply.
- 13.4 Ungraded hereby agrees to process Personal Data on behalf of Supplier. Processing shall be done solely for the purpose of providing the service through the Platform, and all purposes compatible therewith, including statistical purposes, or as determined jointly. Ungraded shall not process the Personal Data for any other purpose unless with Supplier's consent.
- 13.5 Supplier shall inform Ungraded of any processing purposes to the extent not already agreed upon.
- 13.6 Upon first request, Ungraded will inform Supplier about any measures taken to comply with its obligations under this article.
- 13.7 Ungraded may process the Personal Data in any country within the European Union. In addition Ungraded may transfer the Personal Data to a country outside the European Union, provided that country ensures an adequate level of protection of Personal Data and complies with other obligations imposed on it under this article and the General Data Protection Regulation, including the availability of appropriate safeguards and enforceable data subject rights and effective legal remedies for data subjects.
- 13.8 Ungraded is solely responsible for the processing of Personal Data under this article in accordance with the instructions of Supplier and under the explicit supervision of Supplier. For any other processing of Personal Data, including but not limited to any collection of Personal Data by Supplier, processing for purposes not reported to Ungraded, processing by third parties and/or for other purposes, the Ungraded does not accept any responsibility.
- 13.9 Supplier represents and warrants that the Content, usage and instructions to process the Personal Data as meant in this article are lawful and do not violate any right of any third party.
- 13.10 Supplier hereby grants Ungraded the approval to involve third parties in the processing under this article on the condition that such third parties are reported in advance to the Supplier. Supplier may object to a specific third party if its involvement would reasonably be unacceptable to it. In any event, Ungraded shall ensure that any third parties are bound to at least the same obligations as agreed between Supplier and Ungraded. Ungraded represents and warrants that these third parties shall comply

with the obligations under this article and is liable for any damages caused by violations by these third parties as if it committed the violation itself.

- 13.11 Ungraded shall use reasonable efforts to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk for the processing operations involved, against loss or unlawful processing (in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed). Ungraded does not warrant that the security is effective under all circumstances. If any security measure explicitly agreed upon is missing, then Ungraded will use best efforts to ensure a level of security appropriate to the risk taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Supplier shall only provide Personal Data to Ungraded for processing if it has ensured that the required security measures have been taken. Supplier is responsible for the parties' compliance with these security measures.
- 13.12 Supplier is responsible at all times for notification of any security breaches and/or Personal Data breaches (which are understood as: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed) to the competent supervisory authority, and for communication of the same to data subjects. In order to enable Supplier to comply with this legal requirement, Ungraded shall notify Supplier within 48 hours after becoming aware of an actual or threatened security or personal data breach. A notification under the previous clause shall be made only for actual breaches with severe impact. The notification shall include at least the fact that a breach has occurred. In addition, the notification shall: describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; include the name and contact details of the data protection officer (if appointed) or a contact person regarding privacy subjects; describe the likely consequences of the personal data breach; describe the measures taken or proposed to be taken by the Supplier to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects. Ungraded will document all data breaches in accordance with article 33(5) of the General Data Protection Regulation, including the facts relating to the personal data breaches, the consequences thereof and the measures taken to correct the respective breach. At Supplier's request, Ungraded shall provide access hereto.
- 13.13 In the event a data subject makes a request to exercise his or her legal rights under the General Data Protection Regulation (articles 15-22), Ungraded will pass on such request to Supplier, and Supplier shall process the request. Ungraded may inform the data subject of this passing on.
- 13.14 Supplier has the right to have audits performed on Ungraded by an independent third party bound by confidentiality obligations to verify compliance with this article, and all

issues reasonably connected thereto. This audit may be performed once every year as well as in the event of a substantiated allegation of misuse of Personal Data. Ungraded will give its full cooperation to the audit and shall make available employees and all reasonably relevant information, including supporting data such as system logs. The audit findings shall be assessed by the parties in joint consultation and may or may not be implemented by either party or jointly. The costs of the audit shall be borne by Supplier.

Article 14 Term and termination

- 14.1 The Agreement will be entered into for a indefinite period.
- 14.2 Ungraded reserves the right to terminate (in Dutch: "opzeggen") the Agreement at any time for any reason.
- 14.3 The Supplier has the right to terminate the Agreement in writing with due observance of a notice period of three (3) months.
- 14.4 Each Party is authorised to rescind (in Dutch: "ontbinden") the Agreement due to an attributable failure (in Dutch: "toerekenbare tekortkoming") in the performance of the Agreement if the other Party, in all cases after a written notice of default that is as detailed as possible and that grants a reasonable term to remedy the attributable failure has been issued, is attributable failing to fulfill its obligations under the Agreement.
- 14.5 If, at the time of rescission, Supplier has already supplied Content under the Agreement, this Content shall not be subject to an obligation to undo (in Dutch "ongedaanmakingsverplichting", "ongedaanmakingsverbintenis").
- 14.6 Upon any termination or rescission of the Agreement, in any way whatsoever, all rights granted to Supplier hereunder shall immediately cease, including its right to Profit shares.
- 14.7 After the termination or rescission of the Agreement, Ungraded will endeavor to remove the Footage as soon as possible from the Platform. If Ungraded sells licenses to the Footage in the period between termination or rescission of the Agreement and the moment the Footage is removed from the Platform, Supplier shall not be entitled to any Profit (shares) with regard to those sales. Termination or rescission of the Agreement shall not affect the already by Ungraded provided (sub)licenses to the Footage.
- 14.8 All provisions which are meant to survive the termination or rescission of the Agreement, including but not limited to all of the Supplier's representations, warranties, indemnification obligations, the penalties and Ungraded's limitation of liability, shall survive such termination.

Article 15 Applicable law and competent court

- 15.1 These General Purchase Conditions, the Agreement and any and all provision of Content to Ungraded are governed by the laws of the Netherlands. The applicability of the Vienna Convention on the Sale of Goods is expressly excluded.

- 15.2 All controversies, disputes or claims arising out of or relating to these General Purchase Conditions, the Agreement and any and all provision of Content shall exclusively be subject to mediation by the Stichting Geschillen Oplossing Automatisering (SGOA.eu).
- 15.3 In the event Parties cannot resolve the controversies, disputes or claims through mediation within sixty (60) calendar days from the beginning of the mediation process, they shall be exclusively be subject to arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering, SGOA), which has its registered office in The Hague, The Netherlands.
- 15.4 This does not affect the right of either Party to obtain interim or provisional measures through the competent court of Midden-Nederland in Utrecht, the Netherlands.

Article 16 Contact

- 16.1 Any and all correspondence and communication between the Supplier and Ungraded may be undertaken in the Dutch or English language. In case the Supplier does not understand the Dutch and/or English language, he must immediately inform Ungraded of this.
- 16.2 Ungraded can be contacted by means of the following contact details:

Ungraded
Tolsteegplantsoen 19 2
3523 AG Utrecht
info@dronechiefs.nl