



GENERAL TERMS AND CONDITIONS – IN SPACE B.V.

Version: August 2026

Article 1 – Definitions

1. InSpace: In Space B.V., established in Eindhoven and registered with the trade register of the Chamber of Commerce under number: 96420197.
2. Client: the Client, acting in the course of a profession or business, who has entered into an Agreement with InSpace.
3. Agreement: the agreement between InSpace and the Client pursuant to which InSpace undertakes towards the Client to perform Services on a subscription basis, consisting of analysing, preparing, creating, optimising, making available and, where technically possible, publishing SEO/GEO content and related optimisations, as further described in the Agreement or quotation. The Agreement commences at the moment the Client has accepted the quotation in writing or electronically, unless otherwise agreed in writing.
4. Services: (i) analysing the Client's website (technical scan), on the basis of which a report is prepared, and (ii) performing optimisation activities (Search Engine Optimisation). In performing the SEO/GEO Services, InSpace may use artificial intelligence (AI) systems.

Article 2 – Offers

1. Unless expressly agreed otherwise in writing, all offers and other statements by InSpace, in whatever form, are entirely without obligation. InSpace reserves the right to revoke an offer until the moment of acceptance by the Client. An offer is valid for the period expressly stated in that offer. If no validity period is included in the offer, this period shall be deemed to be a maximum of 30 days from the date of the offer.
2. Offers are based on the situation, technologies and circumstances existing at the time the offer is issued. If these assumptions change, InSpace reserves the right to amend the offer or to classify additional work as extra work.
3. All information provided with an offer, such as images and descriptions, is for information purposes only and has been provided as accurately as possible. Obvious mistakes or obvious errors in the offer shall not bind InSpace.
4. The Client warrants the accuracy and completeness of the information provided to InSpace by or on behalf of the Client, on which InSpace has based its offer.

Article 3 – Formation

1. The Agreement is formed after the Client has accepted or confirmed an offer in writing, or after InSpace has commenced performance of the Services. If the Client's acceptance deviates from the offer, this shall be deemed to constitute a new offer by the Client. That new offer must be accepted by InSpace in writing.
2. Any additional arrangements made at a later stage, changes to the offer or commitments by InSpace shall bind InSpace only if they have been confirmed by InSpace in writing. The originally agreed delivery period may, at InSpace's discretion, lapse as a result.
3. All agreements are subject to InSpace's general terms and conditions. In the event of a conflict between the Agreement and these general terms and conditions, the provisions of the Agreement shall prevail, unless expressly agreed otherwise.

Article 4 – Onboarding, Technical Analysis and Preparation of the Services

1. After formation of the Agreement, InSpace may carry out a technical analysis, onboarding, intake, scan, strategy proposal, content planning or similar preparation for the benefit of the Services. This preparation forms part of the subscription and does not constitute a separate start-up phase, unless otherwise agreed in writing.
2. InSpace may advise the Client on technical, substantive and/or structural changes to the Client's website, CMS, hosting environment or other systems that are useful for the performance or effectiveness of the Services. InSpace shall determine, at its own professional discretion, which recommendations are made and which activities fall within the agreed subscription.
3. The commencement of the subscription, invoicing and the Client's payment obligations are not dependent on completion of the onboarding, technical analysis, website integration, implementation of recommendations or the ability to publish content directly on the Client's website.
4. If the Client's website, CMS, hosting environment, technical infrastructure or other systems are not yet suitable, accessible or integrated for direct publication, InSpace shall be entitled to create and make available the SEO/GEO content and other output via the software, application, environment, online archive or in any other manner chosen by InSpace. The Client acknowledges that, in such case, the Services are already being performed, even if publication on the website has not yet taken place.
5. As soon as a technical integration with the Client's website is reasonably possible and the Client has provided the required access, information and cooperation, InSpace shall use its best efforts to publish the content already prepared or made available, or to facilitate its publication. Delay in the integration or publication due to circumstances beyond InSpace's control shall not suspend the Client's payment obligations and shall not result in an extension of the term of the Agreement.
6. If the Client fails to provide the information, access, approval or cooperation required by InSpace, or fails to do so in a timely or complete manner, InSpace shall be entitled to suspend, amend or perform the Services on the basis of the available information. The consequences thereof shall be for the account and risk of the Client and cannot be regarded as a breach by InSpace.
7. InSpace shall exercise the greatest possible care when making changes to the website. InSpace shall not be liable for temporary or permanent website downtime, disruptions, data loss, reduced accessibility, or incompatibility with existing systems, plugins or software. The Client remains responsible at all times for making up-to-date backups of the website and associated data.

Article 5 – Client Obligations

1. In order to enable proper performance of the Agreement, the Client is obliged to provide, in a timely manner, all technical data, specifications, designs, information and details that InSpace may reasonably require. The Client is responsible for these and warrants their lawfulness, accuracy and completeness.
2. The Client shall at all times provide, in a timely manner, all cooperation reasonably required by InSpace to gain access to systems, accounts and websites in order to perform the Services, including carrying out onboarding, technical analyses, scans, reports, content planning and necessary adjustments.
3. To the extent that, in the context of performance of the Subscription, the Client makes equipment, items, goods and/or other resources available to InSpace, the Client warrants the accuracy and completeness of those resources and their timely availability to InSpace. InSpace shall keep the aforementioned resources with the care of a prudent custodian. InSpace shall not be liable for damage to, loss of or destruction of the resources made available, except in the event of intent and/or deliberate recklessness on the part of InSpace.
4. InSpace shall be entitled to suspend its obligations under the Agreement until the Client has fulfilled its obligations. If the Client, after written notice of default, still fails to fulfil its obligations in full, InSpace shall have the right to terminate the Agreement. In that case, the

Client shall be liable towards InSpace for all damage and/or costs resulting from the failure to fulfil its obligations, or to do so in a timely and/or complete manner.

5. If certain activities must be carried out at the Client's location, the Client shall ensure, in a timely manner and free of charge, the necessary facilities and access to the location.
6. The Client guarantees that the information and content on its website, as well as all other materials supplied by it, do not contain any misleading, harmful, unlawful content or content that is contrary to applicable laws and regulations.
7. If, during the term of the Agreement, the Client makes changes to the website, the Content Management System (CMS), the hosting environment, the domain structure, the technical infrastructure or other relevant digital systems that may affect the performance or effectiveness of the Services, the Client must notify InSpace thereof in advance in writing.

Article 6 – Commencement and Term of the Subscription

1. The subscription commences on the date on which the Client has accepted the quotation in writing or electronically, unless the parties have agreed on a different commencement date in writing. From this date, the Client shall owe the agreed subscription fee, regardless of whether the onboarding, technical analysis, website integration, implementation of recommendations or publication of content has already been completed.
2. The subscription is entered into for an initial term of twelve (12) months, unless otherwise agreed in writing.
3. After expiry of the initial term, the Agreement shall each time be tacitly renewed for twelve (12) months.
4. After the initial term, either party may terminate the Agreement in writing, subject to a notice period of one (1) month before the end of the current contract period.
5. If, during the term of the subscription, there is a substantial change to the Client's website, CMS, technical infrastructure, domain structure, hosting environment or other systems, InSpace shall be entitled to carry out a new technical analysis, rescan, reconfiguration or additional onboarding and to charge an additional fee for this.

Article 7 – Prices

1. For the performance of the Services, the Client shall owe the following costs:
 - a. a fixed periodic subscription fee for the subscription services described in the quotation;
 - b. any one-off work, additional work or extra work, only if separately stated in the quotation.
2. Unless expressly agreed otherwise in writing, all prices are based on the prices and rates applied by InSpace at the time of the offer or the formation of the Agreement, excluding VAT and other taxes, levies and government charges.
3. All work falling outside the subscription ("one-off work") shall be stated separately in the quotation. The Client is obliged to pay the fee stated in the quotation for such one-off work in accordance with the agreed payment terms.
4. InSpace is entitled to unilaterally modify the agreed rates, subscription fees, and other charges during the term of the Agreement. InSpace shall notify the Client of such changes in writing or electronically at least 30 days prior to the effective date.
5. Price adjustments may result from, among other things, changes in market conditions, cost fluctuations, the expansion or modification of functionalities, technological developments, changes in the services provided, changes in laws and regulations, indexation, or other business-economic or strategic reasons.
6. Regardless of whether any price increases were foreseeable at the time of an offer and/or at the time of formation of an Agreement, InSpace shall at all times be entitled to implement price changes as a result of changes in VAT rates or tax rates.

Article 8 – Payment

1. Unless expressly agreed otherwise in writing, payment of fixed periodic subscription fees shall be made in advance by direct debit. The first subscription period shall become due from the date on which the Client has accepted the quotation in writing or electronically, unless the parties have agreed on a different commencement date in writing. For this purpose, the Client shall grant InSpace authorisation to collect payment from the specified IBAN account number. Any changes to the IBAN account number must be communicated by the Client to InSpace in writing as soon as possible.
2. Subscription fees shall be collected each time on or around the calendar day on which the subscription commenced. If a month does not have that day, collection shall take place on or around the last calendar day of that month.
3. If direct debit does not apply, invoices shall be issued monthly in advance. Payment must be made within 14 days after the invoice date, unless expressly agreed otherwise in writing.
4. For other work, additional work, extra work, one-off work and/or costs, a payment term of 14 days after the invoice date shall apply, unless otherwise agreed in writing.
5. If, for any reason whatsoever, the amount due cannot be collected, or in the event of late payment within the prescribed term, the Client shall owe contractual default interest of 1% per month, whereby part of a month shall be counted as a full month, calculated over the gross invoice amount. In addition, in the event of non-payment or late payment, the Client shall owe extrajudicial costs. These extrajudicial costs shall amount to 15% of the principal sum due, with a minimum of EUR 350, without prejudice to InSpace's right to charge the Client the actual costs incurred if these exceed the amount of extrajudicial costs calculated in this manner, and without prejudice to all other statutory and contractual rights of InSpace.
6. Payments made by the Client shall always first be applied to settle all interest and costs due and shall subsequently be deducted from the due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to another invoice.
7. InSpace may at all times, irrespective of the agreed payment terms, require the Client to make advance payment or to provide security for its obligations arising from the Agreement, failing which InSpace shall be entitled to suspend the provision of Services or to terminate the Agreement, without prejudice to InSpace's right to compensation for all damage and/or other statutory and contractual rights.
8. If the Client is in default with payment of any invoice, InSpace shall be entitled to hand over its claim or claims for collection to a third party, including a collection agency or bailiff, or to assign its claim or claims in whole or in part to a third party. All costs associated therewith shall be borne in full by the Client.
9. Non-payment by the Client shall not affect the term of the subscription. The agreed subscription fees shall remain fully due during the period of non-payment, even if InSpace suspends performance of the Services. Suspension of the Services due to non-payment shall never result in suspension of the payment obligation or extension of the contract term.

Article 9 – Performance of the Services

1. Within the framework of the Agreement, InSpace shall prepare, create, optimise and make available SEO/GEO content to the Client. To the extent technically possible and agreed, InSpace shall place or publish this content directly on the Client's website. For direct

placement, the Client must have a website, CMS, hosting environment and technical setup that are compatible with InSpace's software and systems, and the Client must provide the required access, information and cooperation in a timely manner.

2. If direct integration with or publication on the Client's website is not yet possible, InSpace shall remain entitled and obliged to create the agreed SEO/GEO content and make it available via the software, application, client environment, online archive or in another manner chosen by InSpace. The content shall be deemed delivered as soon as it has been made visible or available to the Client, regardless of whether it has already been published on the Client's website.
3. As soon as publication on the Client's website is technically possible and the Client has provided all required access, information and cooperation, InSpace shall use its best efforts to publish the content already available or to facilitate its publication. The later publication of content previously made available shall not entitle the Client to suspend payment, nor to any discount, refund, compensation or extension of the Agreement.
4. InSpace shall use its best efforts to perform the Services with due care in accordance with the agreements and procedures agreed between the parties and the strategy and content funnel approach applied by InSpace. To the extent that a number of SEO/GEO pages is included in the Agreement or quotation, this obligation relates solely to creating and making available that output, except in circumstances attributable to the Client or third parties. InSpace never guarantees specific rankings, indexing, visibility, mentions in AI systems, visitor numbers, leads, turnover, conversions or other commercial consequences or outcomes.
5. The Client acknowledges that it is responsible for checking, validating, using and applying the content placed or supplied by InSpace. InSpace does not guarantee that the content placed or supplied by it is factually accurate, up to date, complete or suitable for a specific purpose. InSpace shall not be liable for damage arising from reliance on or use of content placed or supplied by InSpace.
6. InSpace is entitled to have the Services performed, in whole or in part, by third parties or artificial intelligence (AI) systems. The Client acknowledges that AI-generated output may be statistical and probabilistic in nature and may contain inaccuracies, incompleteness or interpretation errors. InSpace does not guarantee that AI-generated output is factually accurate, up to date, complete or suitable for a specific purpose. The Client remains responsible at all times for checking, validating, using and applying the output. InSpace shall not be liable for damage arising from reliance on or use of AI-generated output.
7. In performing the Services, InSpace is entitled to use programs, materials, software, products, etc. of third parties. InSpace shall never be liable for the consequences of termination of support, production and/or supply of the aforementioned resources by third parties. InSpace shall use its best efforts to notify the Client of such termination as soon as possible.
8. InSpace's Services are aimed solely at optimising content for discoverability within AI systems, related generative search and information systems and traditional search engines. The Services expressly do not include:
 - any guarantee of placement, visibility, ranking or mention within specific AI systems or platforms;
 - any guarantee that content will be included, cited or used by AI systems;
 - any guarantee of commercial, strategic or financial results;
 - monitoring, enforcement or correction of the output of AI systems after publication;
 - legal review of content, including but not limited to review for compliance with intellectual property rights, consumer law, advertising law or sector-specific regulations.
9. The Client acknowledges that AI systems, search platforms and generative models at which the Services are, in whole or in part, directed are owned by third parties and independently determine their functionality, algorithms, datasets, accessibility and output. InSpace is merely a user thereof and not a provider.
10. InSpace has no influence over:
 - changes to algorithms, data or output mechanisms of search engines and/or AI systems;
 - changes in search intent and user behaviour;
 - the manner in which content is interpreted, summarised, displayed or omitted;
 - technical problems with the Client's website;
 - competitor activities;
 - acts of third parties.
11. Changes to AI systems, search platforms and generative models, or to the regulations governing them, may result in previously achieved visibility, output or effects disappearing in whole or in part. This shall not constitute a breach by InSpace.
12. InSpace is not obliged to perform Services for the Client where the Client's activities may, directly or indirectly, lead to the misleading of users of generative AI systems.

Article 10 – Content output

1. InSpace shall use its best efforts to create and make available to the Client the agreed volume of SEO/GEO content within the agreed subscription period. Unless otherwise agreed in writing, this content output per twelve-month period shall be:
 - a. Package 1: one hundred and twenty (120) SEO/GEO pages;
 - b. Package 2: two hundred and forty (240) SEO/GEO pages;
 - c. Package 3: four hundred and eighty (480) SEO/GEO pages.In the event of an agreed subscription period longer than twelve (12) months, the total content output shall be calculated pro rata to the agreed term.
2. The SEO/GEO pages shall be prepared in accordance with the strategy, content funnel, search intent analysis, clustering and optimisation approach applied by InSpace. Content shall be deemed to have been made available as soon as it has been made visible to the Client in the software, application, client environment, online archive or in another manner chosen by InSpace.
3. The content output referred to in this article does not constitute a guarantee of ranking, indexing, publication, traffic, leads, turnover, conversions, visibility in AI systems or any other commercial result.

Article 11 – Amendment of the Agreement and Additional Work

1. The time schedule and the agreed fees in the Agreement may be affected if the Agreement is expanded and/or amended during its term. If, at the Client's request or with the Client's prior consent, InSpace has performed work or other services that fall outside the Agreement, such work or services shall be paid for by the Client at the agreed rates and, in the absence thereof, at InSpace's customary rates. In that case, InSpace shall no longer be bound by any final or other delivery date or delivery period. In the event of an expansion or amendment of the Agreement, InSpace shall inform the Client in writing of the financial consequences thereof and of any consequences for the periods, arrangements and procedures in the Agreement.

Article 12 – Intellectual Property Rights

1. All intellectual property rights, including copyrights, database rights, design rights and other intellectual or industrial property rights, in generic methods, workflows, algorithms, AI models, prompts, templates, tools, software and other know-how used or developed by InSpace in the performance of the Agreement shall remain fully and exclusively vested in InSpace.
2. All intellectual property rights in specific content, analyses, reports, optimisations and other output developed exclusively for the Client shall become the property of the Client after full payment of all amounts due, including subscription fees and any one-off work or extra work.
3. InSpace retains a non-exclusive, non-transferable and non-sublicensable right to use the Client's specific content solely for its own marketing, reference, demonstration or internal purposes, without restricting the Client's right to use the content for its original purpose.
4. The Client guarantees that all content, data, materials and instructions supplied by or on behalf of the Client do not infringe the rights of third parties, including intellectual property rights. The Client shall indemnify InSpace, both in and out of court, against all third-party claims arising from the use of such materials supplied by the Client.
5. If third parties assert claims due to an alleged infringement of intellectual property rights in connection with the performance of the Agreement, InSpace shall be entitled to suspend performance of the Agreement until it has been irrevocably established in legal proceedings that no infringement has occurred. If it is established that an infringement has occurred, InSpace shall be entitled to terminate the Agreement without judicial intervention and without being liable to pay any compensation.
6. To the extent artificial intelligence (AI) systems are used in the performance of the Services, the Client acknowledges that the generated output is statistical and probabilistic in nature. InSpace gives no guarantee whatsoever that AI-generated output is free from infringement of third-party intellectual property rights. The Client is responsible for the use, publication and further distribution of such output and shall indemnify InSpace against third-party claims in this respect.
7. InSpace is entitled to use the Client's name, image mark and logo for its own marketing, reference and communication purposes.
8. InSpace shall never be obliged to perform data conversion, migration or transfer of data, content or settings, unless expressly agreed otherwise in writing.
9. The Client acknowledges and accepts that the AI models used by InSpace may use the data provided by the Client for training purposes, analyses, scraping or other automated processing.
10. InSpace shall never be obliged to share or disclose the underlying methods, workflows, prompts, scripts, algorithms or data sources used for the performance of its services.

Article 13 – Time Limits

1. Any interim time limits, schedules, delivery moments and/or delivery dates agreed for InSpace shall at all times be regarded as target dates, shall not bind InSpace and shall always be indicative in nature. They do not constitute a guarantee of result, without prejudice to InSpace's best-efforts obligation with respect to the content output as referred to in Article 10.
2. If a time limit is at risk of being exceeded, the parties shall consult with each other to discuss the consequences of such exceedance.
3. If the parties have agreed that performance of the agreed work will take place in phases, InSpace shall be entitled to postpone the commencement of the work in the next phase until the Client has approved the results of the preceding phase in writing.
4. If no commencement date for the Services has been agreed, InSpace shall be entitled to determine the commencement date at its own discretion.

Article 14 – Force Majeure

1. Force majeure within the meaning of these general terms and conditions shall mean, in addition to what is understood in that regard under the law and case law, all external causes, whether direct or indirect, foreseeable or unforeseeable, as a result of which InSpace is unable to fulfil its obligations under the concluded Agreement. Force majeure within the meaning of these general terms and conditions shall in any event include: epidemics, pandemics, natural disasters, fire, transport strikes, energy and internet outages, strikes, staff illness, government measures, including in any event changes in laws and regulations, import and export bans, quotas and business disruptions at InSpace and/or its suppliers, as well as non-performance by its suppliers as a result of which InSpace can no longer fulfil its obligations towards the Client.
2. If the force majeure situation is temporary, meaning shorter than two months, InSpace shall have the right to suspend performance of the Agreement for as long as the force majeure situation continues.
3. If the force majeure situation is permanent or lasts longer than two months, InSpace shall have the right to terminate the Agreement.
4. InSpace shall also have the right to invoke force majeure if the force majeure situation occurs after the Services should have been delivered by InSpace.
5. If, at the time the force majeure situation occurs, InSpace has already partially fulfilled its obligations or can only partially fulfil its obligations, it shall be entitled to invoice the work or Services already performed, or the performable part thereof, separately in accordance with Article 8, and the Client shall be obliged to pay these invoice amounts as if they related to a separate agreement.
6. In the event of force majeure, the Client cannot claim compensation from InSpace for any damage suffered by it.

Article 15 – Complaints

1. A complaint relating to the Services performed and the resulting works must be notified to InSpace in writing within ten (10) days after the Services have been performed or after delivery of the work, or within ten (10) days after discovery of the defect if the Client demonstrates that it could not reasonably have discovered the defect earlier, stating the nature and grounds of the complaints.
2. A complaint relating to an invoice received must be notified to InSpace in writing within seven (7) days after the invoice date, stating the nature and grounds of the complaints.
3. A complaint shall not suspend the Client's payment obligation.
4. If the complaint is not submitted in time, all rights of the Client in connection with the complaint shall lapse.

Article 16 – Termination and Early Termination

1. If the Client fails to fulfil any obligation arising from this or any other Agreement concluded with InSpace, or fails to do so properly or in a timely manner, InSpace shall have the right to suspend performance of the Agreement or, after proper notice of default, to terminate the Agreement in whole or in part, without InSpace being liable to pay any compensation and without prejudice to any further rights accruing to InSpace.
2. Upon termination of the Agreement, performances already rendered and the related payment obligations shall remain fully due and shall not be reversed. Upon termination of the Agreement, the Client shall owe InSpace the full amount of subscription fees for the remaining term of the Agreement.

3. InSpace shall be entitled to cancel the Agreement(s) with the Client early, immediately and without judicial intervention, and without any further notice of default being required, in the following cases:
 - a. if the bankruptcy or provisional suspension of payments of the Client has been applied for or declared;
 - b. if the Client transfers, liquidates, dissolves or ceases all or part of its business or control thereof;
 - c. if all or part of the Client's assets are subject to an executory attachment;
 - d. if the Client posts information or content on its website, social media channels or other communications that is unlawful, misleading, harmful, discriminatory or otherwise contrary to applicable laws and regulations;
 - e. if the Client performs acts or gives instructions as a result of which the Services may be used for illegal, misleading or otherwise harmful purposes.
4. The Client is obliged to notify InSpace immediately of the circumstances referred to in paragraph 3 of this Article.
5. InSpace shall never be liable for any damage and/or consequences arising from or connected with the termination or cancellation.
6. Upon termination or cancellation of the Agreement, all payment obligations, including subscription fees for the remaining term, shall remain fully due and payable, without prejudice to InSpace's right to full compensation and any other rights accruing to it. For the calculation of the remaining term, the commencement date of the subscription as determined in Article 6 paragraph 1 shall be used.

Article 17 – Liability

1. All Agreements are performed by InSpace on the basis of a best-efforts obligation. InSpace can never be held liable for results not achieved.
2. The Client is responsible for compliance with applicable laws and regulations relating to the use of AI-generated or AI-optimised content, including but not limited to advertising law, sector-specific regulations and future AI regulations. InSpace shall not be liable for the consequences of non-compliance therewith.
3. InSpace shall never be liable towards the Client for indirect or consequential damage that may arise for the Client, its employees, its customers and/or any third parties.
4. If a certain number of SEO/GEO pages, articles or other content items is included in the Agreement or quotation, this qualifies solely as an agreement regarding the output to be created and made available. Such an agreement does not constitute any guarantee that this output will be indexed, published, ranked, displayed, cited or used by search engines, AI systems or third parties, nor that it will lead to traffic, leads, turnover, conversions or other commercial results.
5. InSpace shall never be liable for damage resulting from:
 - loss of partial data from the website or the entire website;
 - damage of any nature whatsoever arising because InSpace relied on incorrect and/or incomplete information provided by or on behalf of the Client;
 - loss of data;
 - a failure by the Client to comply with its obligations;
 - data breaches;
 - reputational damage suffered by the Client as a result of AI associating the brand with inappropriate or incorrect content.
6. InSpace's liability shall at all times be limited to the amount paid out under the liability insurance policy, increased by the deductible, and, in the absence thereof, to a maximum of the amount paid by the Client in the six (6) months preceding the event causing the damage.
7. Any legal claim by the Client against InSpace arising from an attributable or non-attributable breach or tort on the part of InSpace towards the other party, or from any other legal basis whatsoever, shall lapse twelve (12) months after the Client first submitted a complaint to InSpace in respect thereof.
8. The Client shall indemnify InSpace against all third-party claims, including claims by supervisory authorities, arising from or connected with the Client's business activities, products, services or communications.

Article 18 – Confidentiality

1. The Client shall ensure that all information received from InSpace which it knows or reasonably ought to know is confidential in nature remains confidential. This prohibition shall not apply if and to the extent that disclosure of the relevant information to a third party is necessary pursuant to a court ruling, a statutory provision, or on the basis of a lawful order issued by a government authority, or for the proper performance of the Agreement.
2. The Client acknowledges and accepts that, when InSpace uses AI systems, including AI-generated output, there is a risk that confidential or sensitive information may be processed, stored or reused within these systems. InSpace shall take reasonable measures to safeguard confidentiality, but cannot guarantee that AI systems will fully prevent information, including confidential information of the Client, from being used outside the intended context. The Client remains responsible for assessing the nature of the data shared and for limiting confidential information in the input provided to AI systems.

Article 19 – GDPR

1. To the extent that InSpace processes personal data in the performance of the Agreement, the Client shall act as controller and InSpace as processor within the meaning of the GDPR, unless expressly agreed otherwise.
2. In that case, the parties shall enter into a separate data processing agreement.
3. InSpace shall take appropriate technical and organisational measures to secure personal data.
4. InSpace shall not be responsible for personal data unlawfully provided by the Client.

Article 20 – Miscellaneous

1. The Client's right to invoke suspension and/or set-off is expressly excluded. InSpace shall be entitled to suspend performance of its obligations towards the Client for as long as the Client has not fulfilled all of its obligations under any legal relationship existing with InSpace. This suspension shall apply until the moment the Client has fully fulfilled its obligations towards InSpace.
2. If any provision of these general terms and conditions is null and void, this shall leave the other provisions of these terms and conditions fully intact. In that case, the parties shall agree on a provision to replace the null and void or annulled provision that most closely reflects the original intention of the parties.
3. InSpace is entitled to amend these general terms and conditions unilaterally. In that case, InSpace shall notify the Client of the amendments in a timely manner. There shall be at least 30 days between this notification and the entry into force of the amended terms and conditions. If the amendment results in the Client being required to perform an obligation that materially differs from the original obligation, the Client shall be entitled to terminate the Agreement up to the day of entry into force, with effect from the date on which the



amended terms and conditions enter into force, unless InSpace is willing to perform the Agreement under the original terms and conditions.

4. If InSpace transfers its rights and obligations under the Agreement to a third party, InSpace shall notify the Client thereof in a timely manner. The Client hereby gives its consent to such transfer in advance and undertakes to provide all cooperation necessary for such transfer.
5. InSpace is entitled, during and after the term of the Agreement, to perform similar Services for other clients, including clients active in the same industry, market, sector or geographical region as the Client.

Article 21 – Disputes and Governing Law

1. All offers, Agreements and their performance shall be governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
2. All disputes, including those considered as such by only one of the parties, arising from or related to any advice, offers and/or Agreement to which these terms apply, or the terms themselves and their interpretation or performance, whether factual or legal in nature, shall be submitted to the competent court in the district of Oost-Brabant, the Netherlands.

Article 22 – General Terms and Conditions

1. These general terms and conditions may be available in multiple languages.
2. In the event of any discrepancy, inconsistency or difference in interpretation between the Dutch version and any translation, the Dutch version shall always prevail.
3. The Client acknowledges that in case of doubt regarding the content or scope of these general terms and conditions, the Dutch text shall be binding.
4. Translations of these general terms and conditions are provided for informational purposes only and do not create any rights or obligations for InSpace or the Client.