

Bluey

General Terms & Conditions

Bluey B.V. | March 1, 2022

General Terms & Conditions Bluey B.V.

These General Terms & Conditions apply to all legal relationships between Bluey and its Clients.

The General Terms & Conditions are divided into several Modules, namely:

Module 1. General

Module 2. Software development

Module 3. Licenses

Module 4. Hosting

Module 5. Software-as-a-Service

In the event that a provision in a specific applicable Module conflicts with a provision in the Module 1. General, then the provision from that specific applicable Module shall prevail. In the event that a provision in a specific applicable Module conflicts with a provision in another applicable Module, the provision from the Module with the lower number shall prevail. Thus: Module 1 prevails over Module 2, Module 2 prevails over Module 3, et cetera.

Module 1. General

Article 1 Definitions

1. In these General Terms & Conditions the terms below, written with a capital letter and used in the singular and/or the plural, are given the following meaning:
 - a. **Additional Work**
Performances performed by Blueey outside of the scope of the Services and/or changes to the Services that lead to additional work for Blueey;
 - b. **Acceptance Procedure**
The acceptance procedure for Software as referred to in Article 23;
 - c. **Agreement**
The agreement between Blueey and the Client to perform the Services, including these General Terms & Conditions;
 - d. **Article**
An article from these General Terms & Conditions;
 - e. **Backlog**
An inventoried list of Work Items, which is always subject to change;
 - f. **Blueey**
The Dutch limited liability company Blueey B.V., having its principal place of business at Raamdwardsstraat 7H, 1016XN, Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce under number 73583782;
 - g. **Client**
The natural person or legal entity that entered into the Agreement with Blueey, as described in the Offer;
 - h. **Confidential Information**
Information that is marked as confidential by Blueey, and all other information of which the Client knows or reasonably should know that the information was intended as confidential. Confidential Information includes (amongst others) the Software, FFAfhalen, FFRserveren, Hosting, PPSK-Kiosk, and Services, and all technology, systems, equipment, software, tools, techniques, routines, procedures and methodologies used with regard thereto, as well as Blueey's business affairs, financial affairs, documentation, business plans, price lists, strategies, technical operations and financial position. Any information that initially does not fall under the definition of Confidential Information can, at a later date, become Confidential Information;
 - i. **Dutch Civil Code**
The Dutch Civil Code, in Dutch: "Burgerlijk Wetboek" or "BW";

- j. **Error**
The substantial failure of the Software and/or Service to meet the functional or technical specifications expressly agreed in writing. An Error shall only exist if the Client can demonstrate it and if it is reproducible by Bluey;
- k. **FFAfhalen**
The Software-as-a-Service provided by Bluey for the purpose of providing Client the possibility to receive orders for pickup and/or delivery from consumers and/or businesses;
- l. **FFReserveren**
The Software-as-a-Service provided by Bluey for the purpose of providing Client the possibility to have guests placing a reservation via the platform or the website of Client by phone and/or on-site at Client;
- m. **GDPR**
Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- n. **General Terms & Conditions**
These general terms & conditions;
- o. **Hosting**
The Services performed by Bluey, and/or third parties, relating to storage and/or transmission of data provided by the Client;
- p. **Intellectual Property Rights**
Any intellectual property rights, including but not limited to rights such as copyrights, database rights, domain names, model rights, neighboring rights, patents, trade mark rights, trade name rights, as well as the rights to know-how and trade secrets;
- q. **Module**
A module of these General Terms & Conditions;
- r. **Offer**
The quotation sent by Bluey to Client or the offer made by Bluey for Client, which includes the scope of the Services and the fees that are due therefor;
- s. **Party**
Bluey and/or the Client;
- t. **Personal Data**
Any data that directly or indirectly relates to a natural person, as meant in the GDPR;
- u. **PPSK-Kiosk**
The Software-as-a-Service PPSK-Kiosk provided by Bluey for the

purpose of providing Client the possibility to provide guests access to Client's guest Wi-Fi network;

v. **Release Plan**

The project plan for the execution of the development of the Software and/or Services that consists of a description of the Software, the phases and milestones, the User Stories and the Sprints (including content per Sprint, number of Sprints and duration of the Sprint), as further described in the Agreement;

w. **Service**

The services that Blueey performs for Client in execution of the Agreement;

x. **Software**

The software developed, as a Service, by Blueey under the Agreement;

y. **Software-as-a-Service**

The software licensing and delivery model through which the Software, such as FFAfhalen and/or FFReservern, is provided through Hosting and is licensed on a subscription basis by Blueey to the Client;

z. **Sprints**

A short iteration for performing Work Items;

aa. **Team**

A multidisciplinary group with personnel from both Parties;

bb. **User Stories**

A description of Client's requirements for the Software and/or Services to achieve the mutually determined business purposes thereof;

cc. **Work Items**

The (parts of) functionalities to be performed from the Backlog.

Article 2 Applicability

1. These General Terms & Conditions apply to the Agreement, the Offer and all performance of (other) (legal) acts between the Parties.
2. Applicability of any terms, including but not limited to terms and conditions of purchase, of Client are hereby explicitly rejected.
3. In the event that any term or provision of the Agreement and/or these General Terms & Conditions shall be held to be illegal, invalid, or unenforceable, in whole or in part, under any applicable law or be so held by applicable court decision, such term or provision or part thereof, will be interpreted to best reflect the Parties' intent, and the remainder of the Agreement and/or these General Terms & Conditions will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law.

4. The version of any communication, reports and/or information received or stored by Bluey shall be considered compelling evidence. This provision qualifies as an evidence agreement within the meaning of Art. 153 of the Dutch Code of Civil Procedure (“Wetboek van Burgerlijke Rechtsvordering”).
5. These General Terms & Conditions have been prepared in English and contain Dutch legal terms (which are quoted in inverted commas: “...”). These General Terms & 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. Thereto, In this General Terms & Conditions:
 - a. reference to any statute includes a reference to that statute as amended, extended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute;
 - b. reference to any recital, clause, paragraph or schedule is to a recital, clause, paragraph or schedule (as the case may be) of or to this General Terms & Conditions;
 - c. reference to the singular includes a reference to the plural and vice versa;
 - d. reference to “or” is not exclusive and “include” and “including” shall not be construed or read to be limiting;
 - e. reference to “hereby”, “herein”, “hereof”, “hereunder” and any like words refer to the General Terms & Conditions, except where on the basis of the context another meaning can be the only reasonable interpretation;
 - f. reference to a law or regulation includes any amendment or modification to such law or regulation and any further rules issued thereunder or any law or regulation in replacement therefor;
 - g. reference to any gender includes a reference to all other genders;
 - h. h. references to a natural person or legal entity includes its successors or assigns, to the extent permitted under the Agreement;
 - i. any rights of either Party may be exercised at any time and from time to time unless specified otherwise in the Agreement;
 - j. reference to “written/in writing” in this General Terms & Conditions also refers to email communication, provided the identity of the sender and the integrity of the contents is adequately established;
 - k. specific references in this General Terms & Conditions to other parts of the Agreement shall be without prejudice to the full general applicability of any unreferenced provision or part thereof;
 - l. the headings of articles, sections, portions or paragraphs of these General Terms & Conditions are for ease of reference only and shall not affect the interpretation of the respective rights and obligations of

the Parties and shall not form any part of this Agreement for the purposes of construction; and

- m. the wording of the Agreement shall be decisive in interpreting the mutual rights and obligations of the Parties under the Agreement

Article 3 Offers

1. Bluey will provide Client with an Offer.
2. An Offer obliges the Client to nothing.
3. If the Offer is in a quotation sent by Bluey to Client, the Offer is valid for thirty (30) calendar days after the date of sending the quotation to Client by Bluey, unless stated otherwise in the quotation.
4. Client has the obligation to inform Bluey immediately about any inaccuracies in the Offer, including the fee(s). Client cannot hold Bluey to any Offer and/or fee if Client should in all reasonableness have known that this offer and/or the fee are/is an obvious mistake or obvious error in writing.
5. If it appears that Client has provided Bluey with incorrect data on the basis of which Bluey has issued an Offer, Bluey is entitled to adjust its rates to the correct data, even after the Agreement has already been concluded.

Article 4 Conclusion of the Agreement

The Agreement shall be concluded as soon as the Offer is accepted by Client. The Offer is deemed to have been accepted as soon as the Client agrees to the Offer, or if Bluey may reasonably consider a Client's behavior as (impression of) consent. Only the descriptions in the Offer bind Bluey. Bluey is not bound by a deviation from the descriptions in any reply from the Client, even if this reply differs only in subordinate points from the Offer.

The articles 7:404 and 7:407 (2) of the Dutch Civil Code shall not apply to Services and/or to any other agreement between Client and Bluey, unless expressly agreed otherwise.

Article 5 Performance of the Agreement

1. Bluey will use reasonable endeavours to perform the Agreement for the benefit of Client in accordance with the Agreement and these General Terms & Conditions.
2. All Services provided by Bluey are performed on the basis of its commercially best effort (“inspanningsverbintenis”).
3. Bluey is entitled to engage auxiliary persons (“hulppersonen”), including subordinates, for the performance of the Agreement.
4. Bluey will observe the due care of a good contractor in performing the Agreement.

5. Client shall pay Blueey the fees for the performance of the Agreement, as specified in the Offer, and as agreed upon otherwise.
6. Client acknowledges that the success of the Agreement is co-dependent on proper and timely cooperation with Blueey. Client shall therefore give all the co-operation to enable timely and correct performance of the Agreement by Blueey. In particular, Client shall ensure that all data, information and/or cooperation of which Blueey indicates that they are necessary or desirable, or of which Client should reasonably understand that they are necessary for the performance of the Agreement, shall be provided rightly and in due time to Blueey.
7. The delivery dates and performance periods specified, or agreed upon, by Blueey shall always apply as target dates and periods, shall not bind Blueey and shall always be indicative (“streeftermijnen”).
8. Client acknowledges that the success of the Agreement may be co-dependent on the cooperation of third parties. Blueey is not responsible nor liable for the (timely) cooperation of such third parties.
9. For the performance of the Services by Blueey, Client may also be bound by the terms and conditions of third parties. These conditions apply between Client and the relevant third party/parties, Blueey is not bound by them. Client hereby authorizes Blueey to enter into the agreements with third parties required for the Services on behalf of Client. Blueey is not a party to those agreement(s).
10. Client guarantees that performing of the Agreement by Blueey does not contravene with any third party right, including but not limited to Intellectual Property Rights and privacy rights.

Article 6 Fees and payment terms

1. All prices quoted by Blueey are exclusive of VAT and other (government) levies and taxes, unless expressly stated otherwise.
2. All prices quoted by Blueey are in Euros and Client must pay in Euros, unless expressly stated otherwise.
3. Blueey is entitled to increase the prices charged in the Agreement. Blueey will notify Client of this at least two months in advance. In case of such a price increase Client has the right to terminate (“opzeggen”) the Agreement, respecting a notice period of one month. The provisions of this paragraph do not apply if there is a price increase as referred to in the next paragraph.
4. Blueey is entitled to increase the prices used in the Agreement annually, starting from the month of January, up to 5% or in accordance with the Dutch consumer price index (CPI), without the possibility for Client to terminate the Agreement prematurely.
5. Any costs incurred by involved third parties are at the expense of Client.

6. In the absence of a payment schedule agreed upon in writing all amounts relating to Blueey's work are due per calendar month on the basis of subsequent calculation.
7. Client consents to electronic invoicing by Blueey. Blueey will send Client an invoice via electronic means for the amount due. The payment term of an invoice is fourteen (14) days after the date of the invoice, unless expressly agreed otherwise. The agreed payment term of an invoice is a fatal term ("fatale termijn").
8. If, according to the Agreement, Client consists of several persons (natural persons and/or legal entities), then each person is jointly and severally liable to Blueey to fulfill the obligations under the Agreement, including the payment obligations.
9. The Client shall not be entitled to suspend any payment.
10. The Client shall not be entitled to set off any amounts due.
11. Any late payment by Client entitles Blueey to suspend its obligations under the Agreement.
12. In the event that Blueey has suspended its obligations due to Client's failure to pay on time, Blueey, in addition to the full claim(s), shall be entitled to charge an additional amount to restart the Services.
13. If an amount that is owed is not paid by Client within the payment term, Client is in default ("verzuim") by operation of law and the statutory commercial interest ("wettelijke handelsrente") is owed on the outstanding invoice amount, without notice of default ("ingebrekestelling") being necessary. In the event payment is not made on time, Client shall also be obliged, without notice of default being necessary, to fully compensate both the judicial and the extrajudicial collection costs of Blueey, including the costs of lawyers, bailiffs and collection agencies. The extrajudicial (collection) costs shall be calculated in accordance with the Dutch "Staffel buitengerechtigde incassokosten" (BIK).
14. The claim for payment is immediately due if Client is declared bankrupt, applies for a moratorium on payments, full attachment is levied on its assets, it goes into liquidation or it is dissolved.

Article 7 Intellectual Property Rights

1. The Intellectual Property Rights on all works and materials developed, used or made available by Blueey with regard to the Agreement will remain with Blueey and/or its suppliers. These works and materials include, but are not limited to, all software (including the Software), websites, designs, documentation, analyses, protocols, advice, reports, offers, data files, codes, Offers and configuration files on which Intellectual Property Rights can rest,

and the preparatory material thereof, as well as provided Services and the results thereof.

2. Client is granted only the rights of use expressly granted to it under the Agreement and/or by mandatory law. Bluey and/or its suppliers reserve all rights, claims and interests not granted to Client under the Agreement and/or by mandatory law
3. Client is expressly not permitted to download, copy, modify, reverse engineer, disclose, use for direct or indirect commercial purposes or use any information made accessible in the course of providing the Service for any other purpose than stated in the Agreement, unless mandatory law permits such use.
4. If Client desires a backup copy of software, it must make a request thereto to Bluey. If a backup copy is necessary for the intended use, Bluey will – at Client's expense – make a backup copy for Client. Client is explicitly not allowed to sell or distribute this backup copy, or to make it otherwise available.
5. Client shall not remove or alter (or cause to be removed or altered) any designation(s) regarding the confidential nature, or of any Intellectual Property Right, on any work.
6. Bluey is entitled to take (visible or not) technical measures to protect materials or other works. Client is not allowed to bypass or remove such measures.
7. Client warrants that it does not infringe on Intellectual Property Rights of third parties. Client shall indemnify Bluey against all claims and other claims of third parties based on infringement(s) of Intellectual Property Rights.
8. Client shall always strictly observe the agreed restrictions, of whatever nature, on the right to use the Service and/or the Software.
9. If requested by Bluey, Client shall immediately cooperate with an audit to be carried out by or on behalf of Bluey concerning compliance with the agreed restrictions on use. Client shall grant access to its premises and systems upon Bluey's first request.
10. Client grants Bluey an unrestricted license to reproduce or disclose any materials distributed by Client through Bluey's Services and/or systems in any manner deemed appropriate by Bluey to the extent reasonably necessary to fulfill the Agreement.
11. Client grants Bluey the right to use Client's trademarks, logos and (trade) names in its external communications, including for promotional purposes and listing on Bluey's website.

Article 8 Retention of title

1. Bluey remains the owner of goods, property rights and similar legal objects, such as delivered equipment, materials, software, websites, designs,

- documentation, analyses, protocols, advice, reports, Offers, data files and configuration files, and the (usage) rights vested in them as long as Client:
- a. fails to comply with its obligations under the Agreement;
 - b. fails to pay for Services, or other work, performed or to be performed under the Agreement; or
 - c. fails to satisfy claims arising from non-performance of the Agreement, such as damages, interest and/or costs.
2. As long as the delivered goods and the rights resting on them are subject to retention of title (“eigendomsvoorbehoud”), as referred to in the previous paragraph, the Client is not permitted to encumber them outside its normal business operations.
 3. Bluey may retain data, documents, software, data files and/or other works received or realized under the Agreement, despite an existing obligation to delivery or transfer, until Client has paid in full all fees due to Bluey.
 4. After Bluey has invoked its retention of title, it may immediately take back the delivered goods to which the retention of title applies. Client allows Bluey to enter the place(s) where these goods are located.

Article 10 Privacy

1. This Article applies if and to the extent that Bluey processes Personal Data on behalf of Client in the performance of the Agreement. In that case, Client is considered a controller and Bluey is considered a processor within the meaning of the GDPR. These Personal Data will be processed in accordance with this Article and the applicable laws and regulations. This Article qualifies as a data processing agreement, as referred to in article 28 GDPR. If a separate data processing agreement forms part of the Agreement and deviates from this Article, the provisions of that separate data processing agreement shall prevail over the provisions of this Article.
2. All obligations of Bluey arising from this Article also apply to those who process Personal Data under the authority or in the service of Bluey.
3. Bluey is permitted to involve subprocessors for the processing of Personal Data. Bluey will provide an overview of involved subprocessors upon Client's first request. Bluey will immediately inform Client about (intended) changes concerning an addition or replacement of the subprocessors, offering Client the opportunity to object to the (intended) changes if the involvement of a new subprocessor would reasonably be unacceptable to Client.
4. Bluey, and anyone acting under its authority who has access to the Personal Data, will process the Personal Data only for the benefit of and on behalf of Client and in accordance with the specific instructions for processing the Personal Data. Bluey will not process the Personal Data for its own or any other purposes than agreed upon. Bluey will immediately inform Client if, in

its opinion, Client's instructions violate applicable laws and/or regulations, including the GDPR and binding codes of conduct containing rules relating to the protection of Personal Data.

5. Client shall communicate to Bluey in writing the types of Personal Data, the duration of the processing, the (categories of) data subjects, the purposes and the nature of the processing.
6. Bluey will take appropriate technical and organizational measures to ensure a risk-appropriate level of security to protect Personal Data against destruction, loss, alteration, unauthorized disclosure or access to transmitted, stored or otherwise processed Personal Data, whether accidental or unlawful. Bluey will also impose the obligation to take appropriate technical and organizational measures and the obligation of confidentiality on its employees and others who are legitimately authorized to access the Personal Data. The aforementioned measures will be specified in writing by Client to Bluey.
7. Without Client's prior written consent, Bluey will not process, provide, access or transfer Personal Data to a country outside the European Economic Area (EEA) if that country does not provide an adequate level of protection with respect to Personal Data or an EU model contract has been concluded with the subprocessor in that country.
8. Bluey will not retain Personal Data longer than necessary for the performance of its obligations. After the retention period, Bluey will anonymize or delete the Personal Data, unless applicable law requires a longer retention period and there is a basis for the processing.
9. Client is at all times responsible for reporting a security or Personal Data breach as defined in article 4.12 GDPR to the supervisory authority and/or the data subject(s). To enable Client to comply with this legal duty in respect of the Personal Data processed by Bluey under the Agreement, Bluey shall notify Client within 48 hours after becoming aware of an actual security or Personal Data breach. If it is not likely that the breach poses a risk to the rights and freedoms of natural persons, Bluey shall nevertheless notify Client, provided that Bluey does not need to notify Client of these breaches within 48 hours after becoming aware of an actual security or Personal Data breach. Client shall determine and be responsible at all times for choosing whether to report a breach identified at Bluey to the supervisory authority and/or to relevant data subject(s).
10. Bluey will promptly forward all requests it receives from data subjects based on their rights under articles 12 to 23 GDPR to Client.
11. Bluey shall provide reasonable cooperation on Client's first request to allow data subjects to exercise their rights with regard to the processing of Personal Data in accordance with articles 12 to 23 GDPR, including the right to information, inspection, deletion including the right to forget, rectification,

portability, objection and rights with regard to automated individual decision-making, including profiling. Blueey also enables Client to verify that third parties that Blueey engages in the performance of the Agreement comply with their obligations in this regard.

12. Blueey shall enable Client to audit Blueey's compliance with the processing of Personal Data under this Article not more than once a year. Upon Client's first request, in the event of an audit, Blueey will make its Personal Data processing facilities available so that an independent auditor – who is bound by confidentiality – can conduct an audit and provide a report containing all the information necessary to demonstrate compliance with this Article and/or applicable laws and regulations, including the GDPR and binding codes of conduct, which contain rules relating to the protection of Personal Data. The costs incurred by Client and/or Blueey for this purpose shall be borne by Client.

Article 11 Liability

1. Blueey's liability for attributable failure (in Dutch: "toerekenbare tekortkoming") to perform the Agreement or any other unlawful act (in Dutch: "onrechtmatige daad") shall be excluded, to the extent allowed by a mandatory or peremptory rule of law.
2. If Blueey is liable to Client for damages, the liability of Blueey is limited to compensation of the direct damages ("directe schade") up to the amount of the price (excluding VAT) stipulated for the Agreement, whereby if the Agreement is mainly a continuing performance agreement with a duration of more than one year, the price stipulated for that Agreement is set at the total of the fees (excluding VAT) stipulated for one year. In no event shall Blueey's total liability for direct damage, on any legal ground whatsoever, exceed €10,000 (ten thousand euros).
3. Direct damage only include:
 - a. material damage to property;
 - b. reasonable costs incurred to prevent or limit direct damage, which could be expected as a result of the event on which the liability is based; and
 - c. reasonable costs incurred in determining the cause of the damage.
4. Blueey's liability for indirect damages ("indirecte schade") is excluded. Indirect damages include all damages that are not expressly defined as direct damages in the previous paragraph, including but not limited to consequential damages ("gevolgschade"), loss of profits, missed savings, reduced goodwill, damages due to business stagnation, damages due to materials or software of third parties and damages due to mutilation, destruction or loss of data and/or documents.

5. The limitations mentioned in the preceding paragraphs of this Article shall not apply if and insofar as the damage or injury is the result of intent (“opzet”) or gross negligence (“bewuste roekeloosheid”) by Bluey or its managers.
6. Unless performance of the Agreement by Bluey is permanently impossible, Bluey's liability for attributable failures in the performance of the Agreement will be incurred only if Client immediately sends Bluey a notice of default, setting a reasonable term for the recovery of the failure, and Bluey also after that term is attributable failing to fulfill its obligations under the Agreement. The notice of default must contain a complete and detailed description of the failures so that Bluey is given the opportunity to respond adequately.
7. A condition for the existence of any right of Client to compensation is always that Client reports the damages in writing to Bluey as soon as possible, and in no case later than thirty (30) days, after the damages have occurred. Any claim for damages against Bluey shall lapse by the mere lapse of twelve (12) months after the occurrence of the claim, unless Client has made a legal claim for compensation before the expiry of that period. This does not affect the Client's complaint obligation.
8. Client shall indemnify Bluey against all claims of third parties and resulting damages due to a failure of Client to perform the Agreement, an infringement of any Intellectual Property Right by Client or any other act or omission of Client.

Article 12 Force majeure

1. A Party will not be bound to fulfil any contractual and/or legal obligation if it is prevented from doing so as a result of force majeure (“overmacht”).
2. Force majeure exists if a Party is hindered in the performance of its obligation(s) as a result of a circumstance that is not due to its fault, and also not by virtue of law, a legal act or socially accepted standards.
3. With force majeure on the side of Bluey is meant, apart from what is understood in the law and jurisprudence, illness of employees and/or absence of employees who are crucial for the supply of the Service, interruptions in the supply of electricity, strikes, riots, fire, natural disasters floods, shortcomings of suppliers of Bluey, shortcomings of third parties called in by Bluey, failures in the connection with the internet, hardware failures, failures in (telecommunication) networks, epidemics, pandemics, government measures and all other external causes on which Bluey has no influence.
4. The Party that has invoked force majeure is obliged to make efforts to ensure that the force majeure situation is of the shortest possible duration.
5. If a situation of force majeure lasts longer than thirty (30) days, or as soon as it is clear that the situation of force majeure will last longer than three (3) months, both Parties will be entitled to dissolve the Agreement in writing in

part (insofar as it affects the situation of force majeure). Any work already carried out under the Agreement will in that case be settled proportionately, without the Parties owing each other anything else. This shall not affect the other provisions of these General Terms & Conditions.

Article 13 Confidentiality

1. Client shall treat any Confidential Information strictly confidential. Client shall also impose this obligation on their employees, staff members and/or third parties working for it who are in any way involved in the Confidential Information.
2. Bluey reserves the right at all times to use the knowledge acquired through performance of the Agreement for the benefit of other clients.
3. In the event Client acts in violation of the provisions of the first paragraph of this Article, Client shall promptly notify Bluey by means of a written notice stating the nature of that breach, when the breach occurred, and any other information that may be relevant. Client shall take all measures to prevent further breaches and/or damages. Client shall provide Bluey with all necessary assistance to defend the rights of Bluey, including but not limited to giving Bluey the opportunity to take any (other) (legal) measures to prevent further breaches and/or damages.
4. In the event Client acts in violation of the provisions of the first paragraph of this article, Client forfeits to Bluey – without attributability and/or a notice of default being required – an immediately payable fine of € 10,000.00 (ten thousand euros) per violation, and € 1,000.00 (one thousand euros) per day that the violation continues, without prejudice to all other rights of Bluey including but not limited to the right to (additional) compensation and/or fulfillment of the Agreement.

Article 14 Term and termination

1. The Agreement is entered into for a fixed term with a minimum term of twelve (12) months, unless expressly agreed otherwise. Without written notice of termination by Client, subject to a notice period of at least two (2) calendar months before the end of the agreed term, the Agreement is always tacitly renewed for the same period, unless expressly agreed otherwise.
2. Bluey can terminate the Agreement at any time in writing, subject to a notice period of at least one (1) calendar month, unless expressly agreed otherwise.
3. Each Party has the right to rescind (“ontbinden”) the Agreement due to an attributable failure (“toerekenbare tekortkoming”) in the performance of the Agreement if the other Party, in all cases after a written notice of default (

“ingebrekestelling”) that is as detailed as possible and that grants a reasonable term to remedy the attributable failure, is attributable failing to fulfill its obligations under the Agreement.

4. Each Party has the right to rescind the Agreement without a notice of default being necessary if the other Party is declared bankrupt or applies for a moratorium on payments, a general attachment is levied against the other Party’s assets, it goes into liquidation or is dissolved.
5. If, at the time of the rescission, (parts of) the Agreement have already been performed or provided by Bluey to Client, these performed performances and provisions and the corresponding payment obligation(s) are not subject to the undoing obligations (“ongedaanmakingsverbintenis”) as a result of the rescission.
6. Invoices already sent by Bluey to Client prior to the termination or rescission in connection with what has already been (partially) performed or delivered under the Agreement must be paid by Client. These invoice amounts are immediately due and payable at the time of the termination or dissolution of the Agreement.
7. Bluey is never obliged to pay damages or to refund any fees already received, due to termination or rescission of the Agreement, in any way and for any reason.
8. Unless expressly agreed otherwise, Client may not terminate third party services, such as (software) licenses, required in connection with the Services separately from the Agreement. Such termination shall always be fully at the expense and risk of Client.
9. Unless expressly agreed otherwise, Client shall promptly return to Bluey all resources, such as equipment, that Bluey has made available to Client for receiving the Services upon termination or rescission of the Agreement in their original condition. If Client has to incur costs for this, these costs shall be borne by Client.
10. All provisions which are meant to survive the expiration, termination or rescission of the Agreement, including but not limited to all of the Client’s representations, warranties, indemnification obligations, the penalties and Bluey’s limitation of liability, the applicable law and competent court and this paragraph, shall survive such expiration, termination or dissolution.

Article 15 Additional Work

1. If Bluey performs Additional Work upon request or – if reasonably possible – with the prior consent of Client, Client shall reimburse this Additional Work according to the usual rates of Bluey.
2. If Client makes a request to Bluey to perform Additional Work, as referred to in the previous paragraph, Bluey is not obliged to comply with that request.

Bluey may require Client to enter into a separate agreement for this (additional) work.

3. If Additional Work is performed by Bluey and a fixed price was agreed for the Agreement, Bluey will, upon request, inform Client in writing of the financial consequences of the Additional Work.
4. Client acknowledges and accepts that Additional Work may affect the performance of the Agreement, the responsibilities of the Parties, any previously agreed fixed price and/or delivery dates and performance periods.
5. The fact that (the demand for) Additional Work arises during the performance of the Agreement shall not be a basis for termination and/or dissolution of the Agreement by Client.

Article 16 Applicable law and competent court

1. The Agreement, these General Terms & Conditions and all legal acts and disputes arising therefrom shall be governed by the laws of The Netherlands. The applicability of the Vienna Sales Convention 1980 is excluded.
2. All disputes arising out of this Agreement and/or these General Terms & Conditions shall be resolved initially by mutual agreement between the Parties.
3. If Parties are unable to resolve the dispute through mutual consultation after thirty (30) days, either Party shall commence an ICT-Mediation procedure in accordance with the ICT-Mediation Rules of the Stichting Geschillenoplossing Automatisering. The other Party is obliged to actively and constructively participate in ICT-Mediation proceedings initiated.
4. If within sixty (60) days from the commencement of the mediation the Parties cannot resolve the disputes by mediation, they shall be settled exclusively by arbitration in accordance with the Arbitration Rules of the Stichting Geschillenoplossing Automatisering, having its registered office in The Hague.
5. The preceding paragraphs are without prejudice to the right of each of the Parties to obtain interim relief or to take precautionary measures through the exclusively competent court of the District Court of Amsterdam.

Article 17 Miscellaneous

1. Bluey may transfer rights and/or obligations under the Agreement to third parties. Client hereby irrevocably agrees to such transfer in advance.
2. Client is not entitled to sell and/or otherwise transfer the rights and/or obligations under the Agreement to a third party without the prior written consent of Bluey.

3. Blueey has the right to modify and/or supplement these General Terms & Conditions at any time. The most up-to-date General Terms & Conditions will be available on the website of Blueey or will be brought to Client's attention during the Agreement. If Client continues to use the services of Blueey after modification and/or supplementation of the General Terms & Conditions, Client thereby irrevocably accepts the modified General Terms & Conditions.

Module 2. Software development

The provisions contained in this Module shall apply in addition to or in place of the provisions contained in Module 1 if and to the extent that the Service (also) includes the development of or (constructive) maintenance to the Software.

Article 18 Project method

1. Unless expressly agreed otherwise, Blueey will perform the Services, such as the development of Software, using an agile method. Client warrants to be familiar with the use thereof, as further described in this Module. Client warrants to fulfill its own obligations thereunder.
2. The Service will be performed in accordance with the mutually agreed upon Release Plan.
3. The Service is performed by the Team. Blueey is entitled to change its personnel of the Team at its sole discretion. Client is not entitled to change its personnel of the Team, without Blueey's prior written permission.
4. Parties accept that the Service will not be performed on the basis of complete or fully elaborated specifications at the start and also that specifications, which may or may not have been agreed upon at the start of the work, should be included in and may also be modified during the performance of the Service by mutual agreement in compliance with the Release Plan.
5. Parties may decide to revise the Release Plan from time to time during the performance of the Service.
6. Client accepts the risk that the Service will not necessarily meet all specifications and that not necessarily all Work Items will be picked up.

Article 19 Sprints

1. Parties will jointly make mutually agreed upon decisions during the performance of the Service with regard to the specifications that will apply to the next Sprint.
2. Per Sprint, the focus is on Work Items included in the Backlog, which are handled in accordance with the priority classified by Client.

3. For each Work Item, a relative estimate of the effort required is made using story points.
4. Based on the effort required and the size and quality of the Team, it is determined how many Sprints will take place within the scope of the Agreement. More Sprints can be agreed upon mutually.
5. Completing the Backlog can also be done during one or more Sprints.
6. Per Sprint, Bluey and Client will appoint their representatives to the Team who will perform the Sprint for them.
7. At the start of a Sprint, the Team formulates clear criteria in writing as to when the Sprint is finished in the light of the ultimate goal (definition of done). If no such criteria have been formulated in writing, the definition of done is when the monthly pre-allocated hours have been used up.
8. The Team will have regular meetings to discuss the progress of each Sprint and the overall realization of the Project.
9. The result of a Sprint is a piece of fully tested and working (part of the) Service that meets the criteria referred to in Article 19.7. Thereto, at the end of a Sprint usually an Acceptance Procedure takes place to check whether the Work Items built are ready. There is no formal final acceptance for the performed Service.
10. Errors can be fixed immediately, in the next Sprint, or in a separate recovery Sprint.
11. If a Work Item cannot be built or fixed (completely) during a Sprint, the Team determines whether it can or should be done in the next Sprint.
12. Client warrants to run through at least the number of Sprints with Bluey specified in the Agreement.

Article 20 Responsibilities of Client

1. Client is the product owner and in that sense responsible for the Release Plan and ultimately responsible for the execution of the Agreement. In that context, Client shall in any event take care of, but not be limited to, collecting the requirements, drawing up the User Stories and translating them into Work Items, drawing up the Backlog, prioritizing Work Items, and making realistic estimates with respect to the effort required, lead time and costs for the Work Items to be developed per Sprint.
2. Client is entitled to make functional choices for performance of the Service. Bluey is not obliged to follow these choices. Bluey may give Client input, in particular from a technical point of view, which Client is obliged to follow.
3. Client guarantees that the Backlog has been created realistically.
4. If it appears that the Backlog was too full with Work Items and/or that Work Items could not be realized within the estimated time or Sprint, Bluey is

entitled to perform additional Sprints or – in consultation with Client – to delete (other) Work Items.

5. During the performance of the Agreement, Client shall monitor the progress. Client shall continuously monitor where the process stands and how much time is still needed. Client guarantees diligence of the progress decisions to be taken by it during the performance of the Agreement. In the absence of timely and clear progress decisions on the part of Client, Blueey is entitled, but not obliged, to make the decisions it deems appropriate.
6. Client shall monitor and, where necessary, adjust the capacity and expertise of the Team, more specifically in the context of progress monitoring and sufficient decision-making authority.
7. Client is responsible for coordination, consultation and all arrangements with third parties.
8. Client is obliged to report Errors without delay. Blueey has no obligation with respect to other imperfections in or to the Software other than with respect to Errors within the meaning of these General Terms & Conditions.

Article 21 Cooperation by Client

1. Client shall provide at least one contact person for the Team for work consultations with Blueey to update the technical and functional specifications and other requirements per Sprint during development.
2. Client shall ensure that its appointed representatives for the Team are knowledgeable and skilled professionals who are aware of the latest developments relevant to the performance of the Service.
3. Client guarantees that the employees it deploys have the necessary knowledge, expertise and experience.
4. Client guarantees that the employees it deploys, who are appointed to key positions, have the decision-making powers necessary for these positions and shall not be changed during the development of the Software.
5. If, in Blueey's opinion, any member of the Team does not function properly, Client is required to replace them.
6. If it is agreed that Client will provide Blueey with equipment, software, materials and/or data, these will meet the specifications necessary for the execution of the Agreement. Client warrants that no rights of third parties oppose the provision or use of such equipment, software, materials and/or data and shall indemnify Blueey against all claims based on the allegation that such provision or use infringes any rights of third parties.
7. If Client does not provide Blueey with the data, documents, equipment, software, materials and/or personnel Blueey deems useful, necessary or desirable for the execution of the Agreement, or does not do so on time or in accordance with Blueey's wishes, Blueey has the right to suspend its execution

of the Agreement in whole or in part, and also to charge Client for the resulting costs in accordance with Bluey's customary rates, without prejudice to Bluey's right to exercise any other statutory and/or contractual right.

8. In cases where Bluey's employees perform activities at the office of Client, Client shall ensure free of charge that the employees have the facilities and availability reasonably required, including but not limited to working spaces with computer, data and telecommunication facilities. Client shall also ensure that these employees can perform their work without interruption. Client shall provide the facilities reasonably required and desired by those employees free of charge, including a computer. The work spaces and facilities shall meet all statutory requirements concerning working conditions.

Article 22 Obligations of Bluey

1. Bluey will execute the Sprints based on the Release Plan.
2. Bluey is entitled to make the technical choices for the performance of the Service. Client may provide Bluey with input for this purpose, but Bluey is not obliged to follow up on this input. In this context, Bluey may, at its sole discretion, add, modify or remove Work Items, particularly in the context of technical requirements.
3. Bluey is not obliged to make a fixed capacity available for Client. Bluey is entitled to free up or reduce capacity depending on the work required. Therefore, if capacity so requires, Work Items may be picked up later.
4. Bluey is entitled to engage third parties and to transfer rights and/or obligations to third parties.
5. Bluey uses best efforts to perform the Service with due care and skill and the principles of the Agreement, including the principles of the agile method unless expressly agreed otherwise.
6. Unless otherwise expressly agreed in writing, Bluey is not obliged to provide any Service and/or software other than agreed upon, even if such Service or software is required for the use and/or maintenance of the Service and/or software. If, in deviation from the foregoing, Bluey also provides Client with services or software other than that agreed upon, Bluey may require that Client enters into a separate agreement in writing.

Article 23 Acceptance Procedure

1. Testing is a fixed part of each Sprint. During or after each Sprint, Client shall test the part of the (results of the) Service performed during that Sprint for acceptance. Client shall perform the Acceptance Procedure with sufficient scope and depth and with sufficiently qualified personnel. Bluey is not obliged to provide Client assistance in testing.

2. At the time of the Acceptance Procedure, Client is obliged to verify under its full and exclusive responsibility that the (results of the) performed Service meets the criteria agreed upon in Article 19.7 and/or if it contains any Errors. Any assistance provided by Bluey in performing the Acceptance Procedure is entirely at Client's risk.
3. If during the execution of the Acceptance Procedure it is found that the Service does not meet the criteria mentioned in Article 19.7 and/or it contains Errors, Client shall inform Bluey of this in writing in an understandable and comprehensible manner, no later than 48 hours after the last day of the Sprint. Client is aware that remedying this will take up development capacity, which may be charged to the relevant Sprint. Parties may therefore agree that any Errors will be addressed in a separate (recovery) Sprint. Bluey will use best efforts to solve such Errors within the same Sprint, the next Sprint or a separate recovery Sprint. Bluey is entitled to install temporary solutions, program detours or problem avoiding restrictions in the (results of the) Service.
4. The part of the (results of the) performed Service will be considered accepted between the Parties:
 - a. If there is no Acceptance Test:
 - i. at the time of delivery by Bluey; or
 - b. If an Acceptance Procedure does take place:
 - i. at the moment that Client accepts the part of the (results of the) performed Service (orally or otherwise), and in any case at the moment that Bluey confirms the acceptance thereof by Client in writing and a well-founded objection by Client is not made within 48 hours; or
 - ii. if the (results of the) performed part of the Service, in Bluey's opinion, does meet the criteria mentioned in Article 19.7 and does not contain any Errors, from the moment of performance respectively delivery of the results of the performed Service; or
 - iii. at the moment that the (results of the) performed Service satisfies the agreed criteria and/or the Errors have been repaired, without prejudice to the presence of imperfections which, according to Article 23.5, do not stand in the way of acceptance.
 - c. regardless of whether an Acceptance Procedure takes place:
 - i. at the time Client uses the (results of the) Service for productive or operational purposes, which use is expressly fully at Client's risk and expense.
5. Acceptance of (a part of) the (results of the) Service may not be withheld on grounds that are not related to the agreed criteria and furthermore not because of the existence of minor errors, being errors that do not reasonably

impede the operational or productive use of the (results of the) Service.

Acceptance may furthermore not be withheld due to aspects of the (results of the) Service that can only be judged subjectively, such as aesthetic aspects and aspects concerning the look-and-feel and layout of the user interfaces.

6. Acceptance of the (results of the) Service in one of the ways referred to in this Article will result in Bluey being discharged from its obligations regarding the performance, provision respectively delivery of the (results of the Service) .
7. After the completion of the last Sprint, Client accepts the (results of the) Service in the state it is in at that time (“as is, where is”). There is no formal final acceptance of the Service. Bluey is not obliged to repair Errors after the last Sprint.
8. Client's right to execution of the Agreement regarding the performance of the Service is limited to the joint execution of the Sprints.

Module 3. Licenses

The provisions contained in this Module shall apply in addition to or in place of the provisions contained in Module 1 if and to the extent that the Service (also) includes the provision of licenses, included but not limited to licences to the Software, Software-as-a-Service and PPSK-Kiosk(s).

Article 24 Licenses and restrictions

1. Bluey will provide Client with the licenses within a reasonable time after entering into the Agreement. If Module 2 applies, and software is the result of the Service, Bluey will provide Client with the licenses to the software within a reasonable time after performance of the Service instead.
2. The licenses granted by Bluey to Client are non-exclusive, non-transferable, non-pledgeable and non-sublicensable and for the duration of the Agreement, unless expressly agreed otherwise in writing.
3. The obligation of Bluey to make the software available, as well as the license granted to the Client, only extend to the object code of the software and expressly not to the source code of the software, unless expressly agreed otherwise.
4. The source code of the software and the associated technical and user documentation shall not be made available to Client, unless expressly agreed otherwise.
5. Client shall always strictly comply with the agreed restrictions on the license, including those in the Agreement, General Terms & Conditions and, if applicable, any terms and conditions of Bluey's suppliers.

Article 25 Warranties

1. Bluey does not warrant that the software is suitable for the actual and/or intended use by Client.
2. Client accepts that the software only contains the functionality and properties as Client finds them in the software at the time of delivery (“as is, where is”), therefore with all (in)visible errors and defects.

Article 26 Delivery and installation

1. Bluey will – at its sole discretion – provide the software to Client on a data carrier or as Software-as-a-Service.

2. If it has been expressly agreed that user documentation will also be made available to Client, Bluey will provide this – at its sole discretion – in paper or digital form in a language to be determined by Bluey.
3. Unless otherwise agreed in writing, Client is responsible for installing, setting up and configuring the software.

Article 27 Third party software

1. If, and to the extent that, Bluey provides Client with licenses for third party software, with respect to that third party software, the license terms of that third party shall apply between Bluey and Client and supersede any conflicting terms in these General Terms & Conditions.
2. If third party software is involved, as referred to in the preceding paragraph, Bluey shall notify Client thereof and Bluey shall provide Client with these license terms.
3. If the licensing conditions of third parties – for whatever reason – do not apply or appear not to apply to the third party software, the licensing conditions from these General Terms & Conditions shall apply.

Article 28 Termination of the Agreement

1. Unless otherwise agreed in writing, Client shall promptly return to Bluey all copies of the software and the licenses in its possession upon termination of the Agreement. If Client has to incur any costs in doing so, such costs shall be borne by Client.

Module 4. Hosting

The provisions contained in this Module shall apply in addition to or in place of the provisions contained in Module 1) if and to the extent that the Service (also) includes Hosting.

Article 29 Performance of Hosting

1. Bluey will perform the Hosting agreed with Client.
2. Client is responsible for the management, including the settings, the use of the Hosting and the manner in which the results of the Hosting are deployed. In the absence of explicit agreements in this regard, Client shall install, set up, parameterise and tune the (auxiliary) software itself and, if necessary, the equipment, other software and tools used in relation to the Hosting.
3. Bluey is not obligated to achieve interoperability or to perform data conversion. If Client wishes to do so, it is its own responsibility to do so.
4. The Hosting does not involve server space reserved exclusively and specifically for Client, unless otherwise expressly agreed in writing.
5. Bluey is entitled to take the Hosting out of service in whole or in part for the purpose of performing maintenance or other work.
6. Bluey may install or make available to Client filters for the purpose of combating spam, denial of service attacks and other forms of nuisance. Bluey will use best efforts to ensure that these filters work correctly as far as it is within its power to do so. Bluey cannot guarantee that the filters will always let through or block the correct information.
7. The Agreement concluded with Client for Hosting does not include the making of backups by Bluey or the provision of fall-back and/or recovery services in any other way, unless explicitly agreed otherwise in writing. If – and to the extent – the making of backups by Bluey has been expressly agreed in writing, then Bluey will use best efforts to make the backups. Bluey does not guarantee that making a backup will be successful at all times and/or that a backup will be usable at all times.
8. Bluey is allowed to use equipment and/or services of third parties with regard to the Hosting, including but not limited to infrastructure, networks, hardware, software and tools. Bluey shall not be liable for damage of any kind in relation to this third party equipment and/or services.

Article 30 Use of the Hosting

1. Client is responsible for the use of the Hosting.
2. Client shall refrain from storing and/or distributing material in violation of (provisions of) applicable law, including but not limited to material that:

- a. is defamatory, libelous, abusive, racist, discriminatory and/or hateful;
 - b. is erotic or pornographic, unless expressly permitted under the Agreement;
 - c. infringes on the rights of third parties, including but not limited to Intellectual Property Rights;
 - d. constitutes a violation of the privacy (rights) of third parties, including but not limited to the dissemination of Personal Data of third parties without a legally valid basis;
 - e. contains hyperlinks, torrents or similar information that Client knows or reasonably should know refers to material that infringes the rights of third parties;
 - f. contains unsolicited commercial, charitable and/or idealistic communications; or
 - g. contains malware or other malicious content, such as viruses and/or spyware.
3. Client shall not obstruct internet users nor shall it cause damage to Bluey's servers. Client is not allowed to start up processes, programs or applications, whether through the server(s) (of Bluey) or not, that Client knows or can reasonably suspect can hinder and/or harm internet users and/or Bluey.
 4. Client shall ensure that the software it uses is up-to-date at all times.
 5. If Bluey believes that Client violates this Article, Bluey is entitled to take all measures it reasonably deems necessary to limit the consequences thereof, including but not limited to temporarily (partially) taking the Service out of use.

Article 31 Notice and takedown

1. Client shall at all times behave with due care and shall ensure that it does not act unlawfully towards third parties. In particular, Client shall respect the Intellectual Property Rights, privacy rights and other rights of third parties, shall not distribute or cause to be distributed data in violation of the applicable law, shall not provide unauthorized access to data, shall not distribute, or cause to be distributed, viruses or other malware and shall refrain from committing criminal acts.
2. If a third party points out to Bluey that on a website, application, system or other part of the Service made available through Hosting to Client by Bluey, according to that third party, rights of that third party are infringed and/or illegal, punishable or otherwise in violation of this or the previous Article is acted upon, then Bluey is, among other things, to prevent or limit its liability towards that third party, entitled to shut down the concerning part of the Service with immediate effect, or to remove the concerning data and/or make it otherwise inaccessible, and/or to provide Client's contact details, such as

name and address data, and/or other data available at Bluey to the third party.

3. Before Bluey proceeds to shut down the relevant part of the Service as referred to in the previous paragraph, Bluey may, but is not obliged to, request Client to delete the data itself. Client is obliged to comply with such a request without delay.
4. If after a notice of a third party as meant in Article 31.2, Bluey or Client removes the concerning data, Client is prohibited to make available the concerning data again. If Client violates this prohibition, Client forfeits to Bluey – without attributability and/or a notice of default being required – an immediately payable fine of € 10,000.00 (ten thousand euros) per violation, and € 1,000.00 (one thousand euros) per day that the violation continues, without prejudice to all other rights of Bluey including but not limited to the right to (additional) compensation and/or fulfillment of the Agreement. .
5. If Client commits, or causes to be committed, criminal offences through the Hosting, Bluey is entitled to report this and to provide all data available to it to the police as part of the investigation.
6. Without prejudice to the other provisions of these General Terms & Conditions, Bluey shall not be liable for damage of any kind as a result of shutting down the Service and/or deleting and/or otherwise making data inaccessible and/or for providing data to third parties, as referred to in this or the previous Article.

Article 32 Disk space and data limit

1. Bluey may set a limit to the disk space and/or data to be used by Client in relation to the Hosting, whether or not within a certain time period.
2. In case Client exceeds the disk space and/or data limit agreed in the Agreement, Bluey will charge Client an additional fee in accordance with the usual rates for that purpose, unless other consequences of exceeding that limit(s) have been explicitly agreed in the Agreement.

Article 33 Domain names

1. If the Hosting includes services for Client relating to (a) domain name(s), such as application, renewal, disposal or transfer to a third party, the provisions of this Article shall additionally apply.
2. Client shall take into account and comply with the rules and practices of the body or bodies involved with the domain name, such as, but not limited to, the SIDN and/or ICANN.
3. Bluey does not guarantee that a request submitted by Client regarding a domain name will be granted. If the request for a certain domain name is

rejected, Bluey will inform Client in time and will indicate whether there are possibilities of objection or appeal. Client is responsible for the timely filing of objections or appeals, or for the timely provision of clear and complete instructions to Bluey – if and to the extent that it has been expressly agreed that Bluey will file objections or appeals for or on behalf of Client.

4. Bluey shall, without prejudice to the other provisions of these General Terms & Conditions, never be liable for possible damages resulting from the impossibility to register a domain name, for the rejection of a request concerning a domain name, for the unused expiration of an objection or appeal period because of the failure to instruct Client or possible claims of third parties concerning a certain domain name.
5. Client shall pay all costs associated with the application and/or registration according to the agreed rates, or in the absence of agreed rates, Bluey's usual rates.
6. The registration and use of a certain domain name are entirely and exclusively for the account and risk of Client. Client needs to make sure whether or not the domain name concerned infringes on the rights of third parties. Client indemnifies Bluey for all claims of third parties in this respect.

Article 34 Procedure after termination of the Agreement

1. If Client wishes to use the data stored in Bluey's systems after termination of the Agreement, it has to export the data before termination of the Agreement. Upon Client's request, Bluey can assist Client with this. Bluey is allowed to charge Client the usual rates for such work.
2. After termination of the Agreement, Bluey is entitled to destroy the data.

Module 5. Software-as-a-Service

The provisions contained in this Module shall apply in addition to or in place of the provisions contained in Module 1 (and any other applicable Modules) if and to the extent that the Service (also) includes Software-as-a-Service, included but not limited to FFAfhalen and FFReserveren.

Article 35 Performance of the Agreement

1. The Software-as-a-Service to be provided by Bluey shall commence within a reasonable period of time after entering into the Agreement, and in any case by making available by Bluey the means to access the Software-as-a-Service, under the condition precedent of payment. Client shall ensure that it has the facilities required for the use of the Software-as-a-Service immediately after entering into the Agreement.
2. Module 3 is also applicable on the Software-as-a-Service.

Article 36 Fees and payment terms

1. Client is obliged to pay for the Software-as-a-Service in the manner described on the website of the relevant Software-as-a-Service.
2. The method of payment is stated on the website of the relevant Software-as-a-Service, failing which a payment term of 14 days applies.

Article 37 Responsibilities of Bluey

1. Bluey is never obliged to provide Client with a physical carrier or download with the relevant software underlying the Software-as-a-Service.
2. Bluey does not warrant that the Software-as-a-Service will be error free, and will operate without interruption.
3. Bluey will use best efforts to repair any Errors in the software underlying the Software-as-a-Service to the best of its ability and within a reasonable period of time, insofar as it concerns software developed by Bluey itself, and insofar as Client has reported the Errors to Bluey in writing and on time, described in detail.
4. Bluey shall be entitled to postpone repair of Errors until a new version of the software underlying the Software-as-a-Service is put into use.
5. Bluey shall not be obliged to repair Errors in software not developed by Bluey itself.
6. Bluey is entitled to make temporary solutions and/or program detours or problem-avoiding restrictions in the Software-as-a-Service ("work-around").

7. If Blueey developed (parts) of the Software-as-a-Service at Client's instruction, Blueey may charge Client the usual rates for repairing the Errors.
8. Blueey shall never be obliged to repair imperfections other than those referred to in this Article. In the event that Blueey is willing to perform remedial activities with respect to such other imperfections, Blueey shall be entitled to charge a separate fee for this purpose, based on its usual rates.
9. Blueey shall never be obligated to restore mutilated or lost data, including but not limited to content of Client.

Article 38 Responsibilities of Client

1. Client warrants the accuracy and completeness of the data, information, designs and specifications provided by him or on his behalf to Blueey.
2. Client shall notify Blueey of relevant changes in his data, such as, for example, a change in his address and/or billing data, without delay, but in any event at Blueey's first request.
3. Client shall bear the risk of selecting the Software-as-a-Service to be provided by Blueey. Client shall always take the utmost care to ensure that the requirements for the performance are accurate and complete.
4. Client is responsible for the installation, setup, configuration, adjustment, parameterization, tuning and control of the settings of the Software-as-a-Service, and the (auxiliary) software, equipment and user environment used therewith, unless expressly agreed otherwise in writing.
5. Client is responsible for the management, including control of settings, use of the Software-as-a-Service provided by Blueey, and how the results of the Software-as-a-Service are deployed.
6. Client is obliged to report Errors without delay. Blueey has no obligation with respect to other imperfections in or to the Software-as-a-Service other than with respect to Errors within the meaning of these General Terms & Conditions.
7. Client is responsible for converting and uploading data if necessary.
8. Client is responsible for the use of the Software-as-a-Service and the content processed through the Software-as-a-Service.
9. Client may only create one account and may not create an account in the name of another person or in the name of a fictitious person. Blueey assumes that Client is actually the person who created the account.
10. Client is not permitted to provide third parties with his user data, including but not limited to user names and passwords of its account. Client is obliged to use its account carefully.
11. Client is prohibited from having the Software-as-a-Service used by third parties.
12. Blueey is not obliged to provide or make available security, backup, fall-back or recovery services. Client is responsible for this himself.

13. Bluey may require Client to adjust his system (equipment, web browser, etc.) if that is necessary for the proper functioning of a new version of the Software-as-a-Service.
14. Client shall at all times conduct himself with due care and shall ensure that he does not behave unlawfully towards third parties. In particular, Client shall respect the Intellectual Property Rights, privacy rights and other rights of Bluey and/or third parties, shall not distribute or cause to be distributed data in violation of the applicable law, shall not provide or cause to be provided unauthorized access to data, shall not distribute or cause to be distributed viruses or other malware and shall refrain from committing or causing to be committed any criminal offence.

Article 39 Acceptance

1. Client accepts the Software-as-a-Service in the condition it is in at the time of commencement of the Software-as-a-Service (“as is, where is”), and therefore with all visible and invisible errors and defects. The Software-as-a-Service will be deemed to have been accepted by Client upon commencement of the Software-as-a-Service or, if installation and/or implementation to be carried out by Bluey has been agreed in writing, upon completion of the installation.
2. Acceptance of the Software-as-a-Service shall result in Bluey being discharged for compliance with its obligations concerning the provision and commencement of the Software-as-a-Service and, if the installation and/or implementation of the Software-as-a-Service by Bluey is also agreed upon, its obligations concerning the installation.

Article 40 Adjustments

1. Bluey is entitled to make changes to the content or scope of the Software-as-a-Service. The costs thereof may be borne by Client. Bluey may continue to perform the Software-as-a-Service using the new, or modified version of the underlying software.
2. Bluey is not obligated to maintain, modify, add or remove any features or functionalities of the Software-as-a-Service specifically for Client.
3. Bluey is entitled to put the Software-as-a-Service temporarily out of operation, in whole or in part, to perform maintenance.

Article 41 Discontinuing the Software-as-a-Service

1. Bluey is always entitled to discontinue the Software-as-a-Service, for whatever reason, without becoming liable towards Client.