

# General Terms and Conditions

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## 1. Definitions

The following terms in these General Terms and Conditions are defined as follows:

- 1.1. **Additional Order:** the purchase of subscriptions, modules, changes to (the number of) Users and suchlike, after the Agreement has come into effect.
- 1.2. **Account:** the unique combination of a company name, username and password that allows a User to access BeeFinity.
- 1.3. **Client:** the legal entity or natural person with whom the Supplier has entered into the Agreement.
- 1.4. **BeeFinity:** the software application that is made available to Users via Internet or an exclusive network ('web based') pursuant to the Agreement.
- 1.5. **BeeFinity Shared Database:** the database (within the meaning of, for example, the Dutch Databases (Legal Protection) Act [Datenbankenwet]), which contains the Shared Data, as compiled and maintained by BeeFinity, in respect of which the database rights and intellectual property rights are assigned to BeeFinity and which, if so agreed, is made available to the Client as part of the SaaS deliverable.
- 1.6. **Data:** product data, item data, item numbers, item groups, item codes, prices, delivery times, stock levels, classification characteristics and other data relating to products and services. Data is never understood to mean personal data within the meaning of the General Data Protection Regulation [Algemene Verordening Gegevensbescherming/AVG].
- 1.7. **Shared Data:** data, consisting of Client Data and other Data; the Shared Data is collected, ordered and added to the BeeFinity Shared Database by BeeFinity.
- 1.8. **Client Data:** Client data that is retrieved by BeeFinity for inclusion in the BeeFinity Shared Database.
- 1.9. **Other Data:** data that BeeFinity retrieves from publicly accessible and freely usable sources.
- 1.10. **Administrator:** a User who is also assigned the permissions required for the administrative functions of BeeFinity.
- 1.11. **Data Center:** the location where the computer system (hardware and software) has been installed for the purposes of the SaaS deliverable.

- 1.12. **Database Rights:** rights within the meaning of the Dutch Databases (Legal Protection) Act [Databankenwet] and Directive 96/9/EC on the legal protection of databases.
- 1.13. **User:** the natural person who, via an Account, is allowed to make use of BeeFinity and/or the BeeFinity Shared Database, such as employees of the Client.
- 1.14. **Incident:** a total or partial interruption or delay relating to the availability or accessibility of BeeFinity.
- 1.15. **IPR:** copyrights, design rights, trademark rights, patent rights and all other intellectual property rights, or similar rights, such as rights to know-how, business secrets or a domain name, whether registered or not.
- 1.16. **Office Hours:** from 8.30am to 5pm (CET) on Working Days.
- 1.17. **Client Data:** all data entered into BeeFinity by the Client, or on behalf of the Client.
- 1.18. **Supplier:** the private company with limited liability, BeeFinity B.V., having its registered office in IJsselstein and listed in the trade register of the Chamber of Commerce under file number 70895015.
- 1.19. **Maintenance Window:** the time frame during which BeeFinity is not available or accessible on account of Maintenance to the systems.
- 1.20. **Essential Maintenance:** occasional or unforeseen work, which must, in the Supplier's judgement, be carried out with immediate effect to prevent or resolve Incidents.
- 1.21. **Maintenance:** Preventive Maintenance or Essential Maintenance.
- 1.22. **Agreement:** the Agreement which has been effectuated between Supplier and the Client in respect of the SaaS deliverable and, if so agreed, the use of the BeeFinity Shared Database, including these General Terms and Conditions.
- 1.23. **Party:** Supplier or Client.
- 1.24. **Preventive Maintenance:** carrying out scheduled work to the network, the hardware or the software in order to maintain or improve the quality and the availability of the SaaS deliverable.
- 1.25. **SaaS Deliverable:** the entirety of services provided by the Supplier relating to the use of BeeFinity, including hosting servers in a Data Center, granting access to BeeFinity via a website, Maintenance and Support, and, if so agreed, the right to use the BeeFinity Shared Database during the term of the Agreement.
- 1.26. **Terms and Conditions:** these General Terms and Conditions.



1.27. **Website:** the general website used for promotion of BeeFinity.

1.28. **Working Days:** Monday to Friday inclusive, with the exception of official public holidays.

## **2. Offer and agreement**

- 2.1. These General Terms and Conditions apply to the Agreement and to all negotiations, offers, quotations and other agreements with the Supplier, which relate to BeeFinity and the use of the SaaS deliverable, unless the Parties have explicitly agreed otherwise in writing. References to the Agreement in these General Terms and Conditions count as a reference to the Agreement including these General Terms and Conditions, unless explicitly stated otherwise.
- 2.2. The Supplier reserves the right to change the General Terms and Conditions from time to time, at its sole discretion. Before the updated General Terms and Conditions come into force, the Supplier shall make this known via BeeFinity, the Website or in some other way, taking into account a reasonable period of notice. If the Client does not agree with the intended changes, the Client may terminate the Agreement pursuant to clause 15, but only if the change results in the Client being offered services which differ substantially from the original services. In the absence of any cancellation, the Client is deemed to have accepted the amended General Terms and Conditions in full.
- 2.3. All offers, quotations or price specifications in respect of the SaaS deliverable are without obligation and retractable.
- 2.4. The Client can place an order or an Additional Order for the SaaS deliverable in the manner indicated by the Supplier. Each order or Additional Order is subject to acceptance by the Supplier. The Supplier can accept or decline any order or Additional Order at its own discretion. The Agreement or Additional Order comes into effect (the “Date of Commencement”) on the date on which the Supplier sends the Client confirmation of the order or Additional Order (unless a different commencement date is agreed).

## **3. Price of the SaaS deliverable**

- 3.1. The prices agreed with the Client apply in respect of the SaaS deliverable, in the absence of which the general price list of the Supplier shall apply. These prices may be increased by the Supplier every year as of 1 January by a percentage which is equal to the index for professional services as published from time to time by Statistics Netherlands (CBS).
- 3.2. Unless otherwise stated, the prices of the Supplier are in euros and exclusive of VAT and other taxes.

## **4. Availability and requirements in relation to the Data Center**

- 4.1. The Supplier endeavours to provide 24/7 availability of BeeFinity for Users and the Administrator(s), but cannot guarantee 100% availability without disruption or delay.
- 4.2. The Supplier is responsible for the infrastructure and the data connections within the Data Center. The servers in the Data Center are constantly monitored by the Supplier and the

system creates daily back-ups of the servers. Each version of a file is kept for as long as this file remains present in the system. Older versions of the files are also kept for 30 days. There is no limit to the number of back-ups.

## **5. Support**

- 5.1. The Client has a right to support for the use of BeeFinity and its functionalities, and also, if so agreed, use of the BeeFinity Shared Database. Only the Client or a User may request support, which primarily involves the right to consult documentation that is made available online and offline by the Supplier and the right to submit questions via the Website which is provided by the Supplier. The Client or a User is not entitled to support in the case of an unpaid (freemium) version of BeeFinity.
- 5.2. Only after the support options listed in the previous clause have been exhausted, does the Client have a right to telephone support, which shall be made available for the Client on Working Days during Office Hours.
- 5.3. The support provided by the Supplier does not include:
  - a. services in respect of system configurations, hardware and networks;
  - b. structural work, such as defining import specifications and links with third party software;
  - c. on-site support;
  - d. extending the functionality of BeeFinity at the Client's request;
  - e. converting files and/or importing backup files;
  - f. services in respect of external databases of producers other than the Supplier;
  - g. support for operating and other software of producers other than the Supplier, including third party software that can be started from within BeeFinity, or links to websites of third parties;
  - h. configuration, installation, implementation, training, consultancy, or any other service that is not explicitly described in the Agreement;
  - i. repairing damage to files in cases where the cause cannot be attributed to the SaaS deliverable;
  - j. support in respect of the network or the Internet connection;
  - k. support for an environment that is not supported according to the system requirements.

## **6. Work which is not classed as support**

- 6.1. The Client can request the Supplier to perform work relating to the topics specified in clause 5.3, or other work that is not classed as support, such as consultancy services. The Supplier shall perform this work during Office Hours on Working Days, based on the Supplier's hourly rates valid at that time, unless the Parties have agreed a different rate in joint consultation.

- 6.2. The Client is responsible for guaranteeing a safe working environment and healthy working conditions if employees of the Supplier carry out work at the Client's site. The Client indemnifies the Supplier in respect of all claims made by the Supplier's employees and/or third parties which relate to a deficiency on the part of the Client in relation to this guarantee.

## **7. Maintenance, updates and upgrades**

- 7.1. On account of Preventive Maintenance, BeeFinity and the SaaS deliverable may be temporarily unavailable or inaccessible during the following Maintenance Window:

- On Working Days between 6pm and 7am (CET)
- At the weekend: from Friday 6pm to Monday 7am (CET)

- 7.2. Essential Maintenance may also take place outside the Maintenance Window. Whenever possible, the Client shall be notified of Essential Maintenance outside the Maintenance Window beforehand. A description of this work, the duration and a realistic assessment of the effects on the availability of BeeFinity and the SaaS deliverable shall be provided whenever possible.

- 7.3. Time-critical Incidents shall be resolved as quickly as possible and without prior notification by the Supplier. If relevant in relation to use of the SaaS deliverable, a description of the intervention shall be sent to the Client.

- 7.4. The Supplier is at liberty to implement changes, innovations, updates or upgrades to BeeFinity or the SaaS deliverable within the Maintenance Window. If relevant for the Client's use of the SaaS deliverable, the Supplier shall inform the Client in good time about changes, innovations, updates or upgrades.

## **8. Conditions of use**

- 8.1. The Client is responsible for ensuring that the User complies with the following obligations and shall monitor compliance:
- a. the Accounts shall solely be used by the User and not shared with others;
  - b. the User shall keep the username and password associated with his/her Account in a safe place and not disclose this information to third parties;
  - c. In the event of loss, theft or (suspected) unauthorised use of the username and password, the User shall notify the Supplier's help desk immediately and change the password and login credentials;
  - d. the data, files and other digital information which the User shares or exchanges with the systems of the SaaS deliverable shall neither infringe the rights of third parties nor contain unlawful content, and shall be free of any viruses, worms, Trojan horses or similar malware;

- e. the User shall only use the SaaS deliverable for lawful purposes and he/she shall not engage in 'spamming', place/exchange illegal or offensive content (including pornographic or other content of a sexual nature) and shall not infringe the rights of third parties, such as rights of intellectual property;
  - f. the User shall not use the SaaS deliverable in a manner that subsequently causes a disruption or delay in the availability or accessibility of BeeFinity, such as using his/her own scripts or programs for uploading and downloading large volumes of data, or trying to access BeeFinity excessively often;
  - g. the User shall not engage in 'hacking' or use other methods, manual or automated (for example, "scraping", "crawling" or "spidering"), in an attempt to gain unauthorised access to computer systems, software or data of the Supplier or third parties.
  - h. the User shall not commit any unlawful acts, including illegally uploading or changing Data in the BeeFinity Shared Database, or any other criminal offence, including disseminating or allowing access to information that is contrary to public order or moral standards;
  - i. the User shall not attempt to gain access to any parts of the SaaS deliverable for which the Client has no authorisation, or to information that is stored within the SaaS deliverable or accessible via the SaaS deliverable, unless this is an attempt to access data that has been entered by the User or data that has been made available to all users of the SaaS deliverable by the Supplier;
  - j. the User shall not use any other form of automated integration other than the APIs (application programming interfaces) which the Supplier has issued or advised.
- 8.2. If the Supplier discovers that a User has contravened, or shows signs of contravening the aforementioned conditions, the Supplier, without prior consultation with the Client, is entitled to act unilaterally to put an end to this contravention, or avert or prevent the risk of such a contravention.
- 8.3. In respect of an individual User who does not meet the obligations as set out in clause 8.1 of these Terms and Conditions, the Supplier is entitled at all times to (temporarily) deny this User access to the SaaS deliverable and BeeFinity and to (temporarily) disable the Account, without prejudice to the other rights of the Supplier pursuant to the Agreement. The Client is liable for any damage resulting from a contravention of these conditions by the User.
- 8.4. The Supplier is entitled at all times to report any criminal offence it discovers or suspects and shall under no circumstances be held liable for damage that the Client suffers as a result of such a report.

## **9. IPRs, licence, data and BeeFinity Shared Database**

- 9.1. All IPRs relating to the SaaS deliverables, including the rights to the BeeFinity software (including future updates or upgrades), are and shall remain the property of the Supplier in their entirety and can never become the property of the Client or User. The IPRs relating to all

changes or improvements to BeeFinity, regardless of whether these are the result of information, requests, suggestions or ideas originating from the Client, are likewise vested in the Supplier in their entirety.

- 9.2. Insofar as the Client acquires or may acquire an IPR under the Agreement, the Client shall hereby transfer ownership of all (future) IPRs to the Supplier in advance. The Client shall, at the first request of the Supplier, cooperate fully in respect of any formalities which may be necessary for the transfer of the IPRs to the Supplier.
- 9.3. The Client acquires a non-exclusive right of use in relation to the use of BeeFinity by Users for the duration of the Agreement. The Client may not transfer this right of use to third parties or allow BeeFinity to be used by any person other than Users without first obtaining written permission from the Supplier.
- 9.4. The Client is not permitted to copy, edit, compile, join, assemble, process, reproduce, disassemble, remove or attempt to identify the source code of the program or the application in respect of programs, applications, data or other materials whose IPRs are vested in the Supplier. Furthermore, the Client is not permitted to publicise, register or use the programs, applications, data or other materials whose IPRs are vested in the Supplier, in the same form, or in an altered form, outside the scope of the Agreement.
- 9.5. The underlying principle of the BeeFinity Shared Database is that all Clients that use the BeeFinity Shared Database deliver all their Data to the Supplier, that all that Data may be added to the BeeFinity Shared Database and that the BeeFinity Shared Database may subsequently be used by all Clients that are authorised to use the BeeFinity Shared Database. Clients and users that make use of the BeeFinity Shared Database hereby automatically consent to their Data being shared.
- 9.6. The database right relating to the BeeFinity Shared Database is vested in the Supplier, without prejudice to the right of ownership, copyright or other rights of the Client in relation to the data stored in the database or added by the Client. The Supplier is the sole party that is entitled to add Data, remove Data, change or process Data and grant permissions in relation to full or partial use or reuse of the Data. If specifically agreed, the Client acquires the right, under the applicability of these conditions and the terms and conditions of the Agreement, during the term of the Agreement, to use the BeeFinity Shared Database, however solely for its own internal business objectives. The rights of use are specified in the Agreement and depend on the type of subscription taken out by the Client. The Client has no other rights of use. Among other restrictions, the Client is not permitted to: i) use the BeeFinity Shared Database for the benefit of third parties, e.g. in relation to shared services, outsourcing, SaaS deliverables or make it available fully or partially to third parties in any other way, or grant third parties rights to it, whether free-of-charge or subject to payment; ii) retrieve Data fully or partially in order to create a new database based on that data; iii) remove markings relating to ownership or



rights; iv) remove or bypass technical or other measures that are designed to provide protection against misuse or unlawful use.

- 9.7. The right to use the BeeFinity Shared Database applies subject to the proviso that the Client shall always offer/make Data available to the Supplier so that it may be added to the BeeFinity Shared Database.
- 9.8. The Supplier decides which Data shall be added to the BeeFinity Shared Database and which Data shall be removed. If the Supplier discovers inconsistencies between the data provided by the different Clients, it may draw those inconsistencies to the attention of the party (or parties) that provided the data. The Supplier shall endeavour to keep the BeeFinity Shared Database up-to-date at all times, but cannot guarantee its completeness or correctness. The Client is solely responsible for the correctness of the Data that it makes available/offers to the Supplier and for use of the Data and the BeeFinity Shared Database. The Client is responsible and liable for the correctness and completeness of the Client Data that it makes available/offers.
- 9.9. The Client is responsible and liable for ensuring that it may lawfully provide the Data (including, in this connection, providing or adding attachments or a hyperlink to databases and/or websites of third parties) to the Supplier in the context of and for the purpose of performance of the Agreement relating to use of the BeeFinity Shared Database. The Client shall indemnify the Supplier and compensate it for all claims or demands for payment based on the assertion that use of the BeeFinity Shared Database is unlawful on the grounds of use (or reuse) of the Data that the Client has provided. The Supplier cannot (therefore) guarantee and does not warrant that availability and the use of Data in the BeeFinity Shared Database complies with the conditions that the owners or rightful claimants of that data have set in relation to use (or re-use) of their data. The Supplier expressly reserves the right to immediately remove from the BeeFinity Shared Database any Data whose use is believed to be unlawful.
- 9.10. Notwithstanding the above mentioned rights and obligations of the parties in relation to the BeeFinity Shared Database, any items of Data or information that is added by the Client or a User to the databases, directories or file folders of BeeFinity (other than the Data contained in the BeeFinity Shared Database) in the context of the SaaS deliverable, are and shall remain the property of the Client. The provisions in clause 9.9 apply equally to use of that Data or other information that the Client adds and uses in the context of that SaaS deliverable.

## **10. Confidentiality**

- 10.1. Without prejudice to the operation of clause 11 (Privacy), the Parties shall treat all information which they have provided to each other or have exchanged via the SaaS deliverable, including all information that is added to BeeFinity and information relating to the User, as confidential and keep it secret. The Parties are prohibited from making any announcement or disclosure

about confidential information, in whatever form, to third parties, either directly or indirectly, unless the provider of that information or the User has given express permission to do so in writing. This condition applies both during and after termination of the Agreement.

- 10.2. The Parties shall oblige their personnel and any third parties they engage to observe confidentiality with respect to the confidential information, as specified in this clause. The receiving Party shall destroy or return any information provided by the other Party at the latter's first request.

## **11. Privacy**

- 11.1. Without prejudice to the operation of clause 10, both Parties shall, when fulfilling their obligations under the Agreement, comply with all applicable legislation and regulations relating to privacy and data protection, including the General Data Protection Regulation [Algemene Verordening Gegevensbescherming] and the Telecommunications Act [Telecomwet].

## **12. Invoicing and Payment**

- 12.1. The Supplier shall invoice the SaaS deliverables annually in advance. The invoiced annual amount is required to be paid no later than within 30 days following the date of the invoice.
- 12.2. The Supplier may (at its own discretion) offer the Client a choice of different payment methods (e.g. credit card, iDEAL, PayPal, etc.). Insofar as the Supplier offers a specific payment method to the Client, and the Client accepts it, the Client agrees that additional terms and conditions of the Supplier or of third parties apply to that payment method.
- 12.3. Unless otherwise agreed, the Client shall pay by direct debit, and the Client shall provide the correct authorisation to the Supplier. The Client must have a bank account with an (international) bank that is registered with the local central bank. Direct debits take place annually. Insofar as a direct debit is not possible, the invoiced amount must be paid within 14 days of the invoice date at the latest.
- 12.4. The Client is not entitled to set off the Supplier's invoices or compensate them against receivables due from the Supplier.
- 12.5. If the Client believes that the Supplier's invoice is wholly or partially incorrect, the Client must notify the Supplier accordingly within two weeks of receipt of the invoice. Notification of the partial inaccuracy of the invoice on the part of the Client does not release the Client from its obligation to pay the undisputed part of the invoice.
- 12.6. If the payment term is exceeded, the Client is obliged to pay statutory interest, without further notice of default being required. If the Client fails to pay the amount owing to the Supplier following notice of default, the Supplier shall be entitled, in addition to the statutory interest

owed, to claim compensation for the extrajudicial costs, the amount of which shall be determined at a minimum of 15% of the total invoice amount.

- 12.7. The Supplier reserves the right to restrict the functionality of the SaaS deliverable, or to block access to BeeFinity for one or more Users for as long as the Client remains in default regarding payment, without any liability on the part of the Supplier vis-à-vis the Client.

### **13. Liability**

13.1. The Supplier is never liable in respect of:

- a. disruptions or interruptions in the SaaS deliverables as a result of improper, inexpert or excessive use of the network, the Internet connection or BeeFinity by the Client or the User.
- b. defects, disruptions or delays in the communication lines between the Data Center and the User.
- c. defects, disruptions or delays attributable to the communication lines, data connections, computer systems or the network, insofar as these are managed by the Client or the User.
- d. corruption, damage or loss of (the use of) data of the Client or User.
- e. damage caused by the use of goods, materials or software of third parties prescribed by the Client.
- f. damage associated with the involvement of suppliers prescribed by the Client.
- g. damage as a result of any use of (data from) the Shared Data.

13.2. The Supplier's liability is limited to direct damage suffered by the Client. The Supplier is not liable for consequential damage, which is explicitly understood to include loss of profit and turnover, savings that could not be achieved, diminished goodwill, damage through business stoppages, damage as a result of claims made by customers of the Client, or any other form of indirect or consequential damage, regardless of the nature of the action (breach of contract, unlawful acts or otherwise), even if the Supplier has been notified of the likelihood of that damage being caused, or was aware of the likelihood of that damage (being caused), either from the date on which the Agreement came into effect or otherwise.

13.3. The Supplier's liability per event is further limited to the amount that the Client has paid in the three months prior to the time of the event causing damage. The Supplier's overall liability for damage, on whatever legal grounds, shall never amount to more than EUR 10,000 (ten thousand euros) annually. In all cases, a series of related events shall be regarded as a single event for the purposes of these limiting provisions.

13.4. An event which causes or may cause damage must be reported by the Client to the Supplier in writing within 30 days of the event's occurrence, at the risk of forfeiting any claim to compensation for this damage.

- 13.5. Other than requests for support, the Supplier shall not be able to handle any complaints or claims submitted by the User. The Client shall ensure that, apart from support, the User shall exclusively submit any such issues to the Client, which can then submit the complaint or claim to the Supplier under the terms of the Agreement. The Client indemnifies the Supplier against all claims that come directly from a User.

#### **14. Force Majeure**

- 14.1. The Parties are not liable insofar as the failure to fulfil the obligations cannot be attributed to them as a result of force majeure. Circumstances that constitute a situation of force majeure include disruptions to or a total failure of the Internet, the telecommunications infrastructure, power failures, computer virus infections, hacking, service attacks, port scans, internal disturbances, mobilisation, armed conflict, transport delays, strikes, delays in the supply chain, fire, lightning strike and flooding.
- 14.2. If one Party fails to fulfil an obligation under the Agreement due to force majeure, the other Party has the right to suspend its obligations. If it is established that performance under the Agreement shall be permanently impossible or a period of at least 30 days has elapsed since the failure to perform, both Parties are entitled to terminate the Agreement, without the Parties being held mutually liable for damages. The Client's obligation to pay for the SaaS deliverables remains in force up to the date of dissolution.

#### **15. Duration and Termination**

- 15.1. The Agreement is entered into for a fixed term of 3 years unless otherwise agreed. At the end of this period, the Agreement shall be tacitly renewed for a period of 12 months at a time, unless either Party gives notice of termination of the Agreement at least 3 months prior to the end of a period.
- 15.2. The Agreement can only be terminated by either Party in the interim if:
- a. the other Party imputably fails to fulfil an obligation under the Agreement and the obligation remains unfulfilled after this Party has been notified of default, subject to a reasonable term for fulfilment.
  - b. the other Party has applied for or been granted suspension of payments;
  - c. the other Party has been declared bankrupt or a bankruptcy petition has been filed in respect of that Party;
  - d. the other Party is being wound up or has ceased its activities.
- 15.3. The Supplier is entitled to prematurely terminate the Agreement relating to the SaaS deliverable at any time, without stating reasons for this, and to deny the Client access to BeeFinity, subject to due observance of a notice period of two (2) months.

- 15.4. In the event of termination of the Agreement, the Client shall have access to the SaaS deliverable of BeeFinity until the last day of the Agreement and shall be able to download all its data. After termination of the Agreement, the Client shall, with immediate effect and indefinitely, cease using BeeFinity and shall no longer have access to BeeFinity and the data and information present in BeeFinity, with the exception of the data and information within the meaning of clause 9.10. BeeFinity shall continue to cooperate in exporting or sending (a copy of) this data to the Client after the end of the Agreement. BeeFinity can invoice costs for this to the Client. BeeFinity is entitled to continue to use this data for the purposes of the BeeFinity Shared Database.
- 15.5. The Client may request the Supplier to reactivate the Agreement up to three months after termination of the Agreement. The Supplier is not obliged to comply with this request. Reactivation shall in any case be refused if the Supplier has not received proper payment from the Client in accordance with clause 12.7, and any reactivation shall not be implemented until the Supplier has received payment of a reactivation fee, if applicable. Following reactivation, the Client shall again have access to the data and information as saved in BeeFinity before the termination, if the Supplier still has this data and information available and can allow the Client to access it without difficulty. Within the scope of this clause, the Client hereby gives its permission to the Supplier (i) to keep the data and information for the period of three months after termination of the Agreement, and (ii) to destroy the data and information when this period of three months has elapsed.

## **16. Transferability and outsourcing**

- 16.1. The Supplier is entitled to transfer the rights and obligations under the Agreement to a third party in full or in part, without the Client's consent.
- 16.2. The Supplier is authorised to make use of the services of third parties when implementing the Agreement, either through subcontracting or by hiring in staff. In this event, the Supplier shall remain fully responsible to the Client for correct implementation of the SaaS deliverables and all other obligations determined in the Agreement. The Supplier shall comply with any obligations it may have as a main contractor or employer of temporary staff in respect of taxes or social security contributions.

## **17. Divisibility**

- 17.1. Should any provision in these Terms and Conditions be void or nullifiable, or be deemed to be so in court, this shall not affect the validity and enforceability of the other Terms and Conditions, insofar as provisions other than the invalid provision are involved. In such a case, the Parties shall take all necessary action to enable performance and, if necessary, to reach agreement on a modified wording for the invalid or nullified provision in question. In the aforementioned situations, the Parties shall act as much as possible in accordance with the spirit and meaning of the invalid or nullified provision.

**18. Applicable law and competent court**

18.1. These Terms and Conditions are governed by Dutch law.

Applicability of the Vienna Sales Convention is expressly excluded.

18.2. Disputes concerning the content and implementation of these Terms and Conditions shall be settled by the competent court in the district where the Supplier has its registered office.