

General Terms and Conditions Charper Bonaroo B.V.

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1. Definitions

In these terms and conditions and agreements, a number of terms are used in singular and plural, written with a capital letter, which have the meanings as defined in this article.

1.1. General Terms and Conditions Bonaroo: these conditions.

1.2. Third-Party Terms and Conditions: the delivery terms, license terms, warranty terms, and other conditions used by third parties.

1.3. Bonaroo: Charper Bonaroo B.V., registered with the Chamber of Commerce under no. 67186963 and the companies that declare these General Terms and Conditions applicable.

1.4. Bonaroo Products: all Products provided by Bonaroo, the resulting facilities, and associated work, originating from Bonaroo and whose intellectual property rights and other rights rest with Bonaroo. Bonaroo Products include, among others, standard technical and/or design solutions introduced by Bonaroo and generic software elements, platforms, and frameworks developed for general use and made available non-exclusively to the Client.

1.5. Custom Work: all Products provided by Bonaroo, developed specifically for the Client (under its direction, supervision, and/or instructions) and designated and agreed upon in writing as custom work, whose intellectual property rights and other rights rest with the Client.

1.6. Source Code: the programming code that can be displayed in a format readable and understandable to a programmer. This includes related Source Code documentation, comments, and procedural codes. The object code can be compiled from Source Code.

1.7. Client: the party or person who has entered into an agreement with Bonaroo.

1.8. Third-Party Products: all Products provided by Bonaroo, the resulting facilities, and associated work originating from third parties and whose intellectual property rights, industrial property rights, and other rights generally do not rest with Bonaroo.

1.9. Hosting: provision of a non-exclusive virtual Environment in a third-party data center where data, software, Products (and, if possible, equipment) for the Client can be placed. Hosting does not include the Client's own Environment (see art. 3.2) and the internet.

1.10. Products: products (including Custom Work), services, facilities, and associated work provided by Bonaroo in the relationship between Bonaroo and the Client.

1.11. Environment: the system environment consisting of software, hardware, and peripherals on which a variant of a Product runs, communicates, or is in any way dependent.

- 1.12. Project: a major Change that Bonaroo estimates based on experience and insight will take more than 8 hours to define, develop, and execute.
- 1.13. Response Time: the time between Bonaroo's receipt of the Client's report of a Malfunction and the moment Bonaroo aims to start the repair.
- 1.14. SLA: Service Level Agreement, a written agreement between Bonaroo and the Client based on effort in which agreements regarding Products, such as Response Times and the desired quality, can be made.
- 1.15. Malfunction: an error or defect in the Product that disrupts its functioning, which is recorded in the functional descriptions of processes and data in the functional design or technical design. If these descriptions are not available, it will be determined in consultation whether the reported problem reasonably constitutes a Malfunction in the Product. A Malfunction is only considered if it can be demonstrated and reproduced. Parties agree on this definition unless they deviate from it in the agreement.
- 1.16. Support: providing oral and written (by email) support at the request of (users of) the Client or on its own initiative regarding the technical and development aspects of the Products and associated elements. The Client is responsible and ensures first-line support, which involves registering and reporting Malfunctions to Bonaroo and providing support to users regarding the functional aspects of the Products.
- 1.17. Contingency Plan: a detailed policy and resources available to the Client to continue the disrupted business process in an alternative way in the event of Malfunctions.
- 1.18. Working Days: normal Dutch working hours (9:00 - 17:00 CET) from Monday to Friday, excluding national and recognized holidays in the Netherlands.
- 1.19. Change: an adjustment in the Source Code that affects the functionality, technical operation, or availability of a Product.
- 1.20. Software as a Service: a service consisting of providing functionality remotely via electronic means.
- 1.21. GDPR: General Data Protection Regulation, EU 2016/679.
- 1.22. Personal Data, Data Processing Agreement, Processor, Data Controller, Data Protection Officer: terms as defined in the GDPR.
- 1.23. Breach: a breach of security and/or confidentiality, leading to the destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Personal Data.

2. Offers and Agreements

- 2.1. These General Terms and Conditions apply to all offers, legal relationships, and agreements whereby Bonaroo supplies Products to the Client. Applicability of purchase or other terms and conditions of the Client is expressly rejected.
- 2.2. These General Terms and Conditions replace all previous terms and conditions as well as the promises previously made by Bonaroo. Deviations from these terms can only be made in writing by an authorized representative of Bonaroo.
- 2.3. All offers and statements by Bonaroo are non-binding unless explicitly stated otherwise in writing by Bonaroo. The Client is responsible for the accuracy and completeness of the specifications and other data

provided by or on behalf of him to Bonaroo on which Bonaroo bases its offer.

2.4. Unless otherwise indicated in the offer, offers are revocable and valid for one month. Price quotations and offers may change due to unforeseen changes in work, specifications, or situation. The Client cannot derive any rights from typographical and writing errors; Bonaroo will immediately inform the Client of such imperfections once Bonaroo becomes aware of them.

3. Preconditions

3.1. For a successful project, Products, or collaboration, a complete picture of the situation and good communication are essential conditions. The Client therefore ensures that, as a good client, it provides Bonaroo in a timely manner with all the data deemed useful and necessary by Bonaroo and grants all (un)requested cooperation. When the Client makes personnel or third parties available for a Product, the Client always ensures that they are competent and have the required knowledge, resources, and authorities. Unless explicitly stated otherwise, Bonaroo assumes that the Client is always a well-prepared professional party that acts carefully and anticipates (potential) problems and works with Bonaroo towards the common goal. The Client is always responsible for the accuracy and completeness of functional specifications and data provided, even if the functional specifications were prepared by Bonaroo on behalf of the Client.

3.2. The Client is responsible for its own Environment in which Bonaroo Products are delivered or function. The Client acknowledges that the Environment is of crucial importance for the proper functioning of its business processes, Products, and resulting facilities and therefore ensures the selection, application, availability of the necessary rights and products, the management of its Environment, data, files, and other preconditions for Products as designated by Bonaroo. If the Client wishes, Bonaroo can provide information about the preconditions for its Environment for the installation, implementation, and commissioning of the Products and for the proper settings of equipment, software, websites, data, files, and other products and materials.

3.3. Bonaroo has instructed its personnel to respect all reasonable regulations and standards of the Client. If the Client wants Bonaroo's personnel to comply with such standards, the Client must make all applicable house rules and regulations known to Bonaroo's personnel before the start of the work. Before and during delivery, the Client provides Bonaroo free of charge with the facilities reasonably desired by Bonaroo, such as a safe workspace with computer, data, and telecommunication facilities that comply with legal and customary (labor) standards.

3.4. If and as long as the Client does not provide the data, conditions, persons, parties necessary for the execution of the agreement described and/or agreed upon in this article, or if the Environment does not meet the conditions set by Bonaroo, or if the client does not otherwise fulfill its obligations, Bonaroo cannot be held in any way to its obligations directly or indirectly related thereto, without prejudice to the right to charge the costs incurred as a result according to its then applicable rates. Damage caused by incompetence, careless action, or actions contrary to Bonaroo's instructions remains the Client's responsibility, unless there is intentional action by Bonaroo personnel.

4. Delivery Terms

4.1. All delivery terms mentioned or agreed upon by Bonaroo are determined to the best of its knowledge based on the data known to Bonaroo at the time of the agreement. Bonaroo strives to observe the agreed delivery terms as much as possible. Terms are only fatal if Bonaroo explicitly agrees to this in writing, including the consequences of exceeding the term. The mere exceeding of a mentioned or agreed delivery

term does not place Bonaroo in default. The Client cannot claim any possible damage caused by the mere exceeding of a mentioned or agreed delivery term.

4.2. Bonaroo defaults after the Client immediately and properly gives written notice of default to Bonaroo, stating a reasonable term to remedy the default or Malfunction, and Bonaroo still fails to fulfill its obligations within that term. The notice of default must contain as detailed a description of the default or Malfunction as possible, so Bonaroo can respond adequately.

4.3. Bonaroo is not bound to delivery terms that cannot be met due to circumstances beyond its control. Nor is Bonaroo bound to an agreed delivery term if the data known to Bonaroo at the time of the agreement changes, the content or scope of the agreement changes (additional work, change of specifications, etc.), or the parties agree otherwise. In the aforementioned cases, the parties will agree on new terms together.

4.4. If exceeding a term threatens, Bonaroo and the Client will consult as soon as possible to find an appropriate solution.

5. Flexible Nature of the Service

5.1. Bonaroo aims to allow the Client to optimally enjoy the agreed Products considering the circumstances. The needs of the Client, Bonaroo, and the world in which the parties operate are not static. Bonaroo is open to the Client's requests for changes in Products and will indicate what is needed to meet these requests. The Client gives Bonaroo prior permission to adjust its Products during delivery in response to changes in technology, Bonaroo's business operations, and legislation.

5.2. Bonaroo may make adjustments to the Products concerning but not limited to: changing elements, people, and suppliers to deliver the agreed Products, procedures for delivery, functionality, security requirements, and measures resulting from legal obligations. Bonaroo always considers the quality of the service to the Client and tries to prevent inconvenience, while the Client adopts a cooperative attitude and will not refuse adjustments unless the Client demonstrates that the functionality and quality of the Products have materially deteriorated (or will deteriorate) due to the adjustment.

5.3. Bonaroo prefers to make adjustments to Products in consultation. Based on changes, Bonaroo may inform the Client about technological developments and possibilities for Products without obligation. The Client will keep Bonaroo informed of its (changing) needs and the services it intends to implement or connect in any way for its communication and information systems.

6. Execution of the Agreement

6.1. Bonaroo will strive to the best of its ability to deliver or provide the Products in accordance with the agreements and procedures recorded in writing with the Client. Specific agreements regarding Products, such as an SLA, are only agreed upon in writing. Bonaroo is not bound to agreements or delivery of or requirements for Products not agreed upon.

6.2. If Bonaroo performs work or other services at the Client's request or with prior consent that falls outside the scope of the agreement, the Client will reimburse these services or performances according to Bonaroo's usual rates. Additional work also occurs if a design or specifications are expanded or changed. Bonaroo is never obligated to comply with such a request and can always demand that a separate written agreement is concluded for this purpose.

6.3. If Bonaroo shares data about Products with the Client in any way, such as reports on delivered services, technical analyses, messages within the management framework, logs, etc., these are deemed correct unless the Client objects within a reasonable period, provided with objective evidence proving otherwise.

6.4. If Bonaroo provides license keys, accounts, passwords, etc., the Client is obliged to place these carefully within its organization and take all technical and organizational measures to prevent these data from being shared with third parties or allowing third parties access to the Client's data or Bonaroo Products or use them for improper or infringing activities. The Client indemnifies Bonaroo against all consequences of access and use of data and Products by unauthorized persons. If the Client suspects that access or use of (parts of) Products occurs undesirably, it is obliged to report this immediately to Bonaroo and also take the necessary measures to prevent and limit misuse of the Environment.

7. Delivery and Acceptance

7.1. Delivery of Products occurs unless otherwise agreed in writing during Working Days at a location and in a manner to be announced by Bonaroo. Delivery of Products occurs ex-works Bonaroo. The risk of the Product transfers to the Client upon delivery. If there is transport, shipping, or if the Client wishes to determine the mode of transport, the Client is responsible for this, and any costs and insurance are borne by the Client.

7.2. Bonaroo will deliver the Products to the Client according to the written agreed specifications and/or perform them. Parties can agree in writing that Bonaroo installs the Products under conditions set by Bonaroo, failing which Bonaroo is not obliged to proceed with the installation.

7.3. If Products consist of services, acceptance occurs immediately after the services are performed.

7.4. Only if installation is carried out by Bonaroo and the Products have not yet been accepted by the Client, an acceptance period applies immediately after the installation is completed. This acceptance period for the Client is ten Working Days. During the acceptance period, the Client is not allowed to use the Products for productive or operational purposes. If installation occurs in a production Environment and the Products have already been accepted, the above does not apply.

7.5. The Products are considered accepted between the parties:

1. upon delivery if no acceptance period applies; or
2. if an acceptance period applies: on the first day after the acceptance period; or
3. if Bonaroo receives a positive test report or acceptance notification or a message from which acceptance follows in any way. If it appears during the acceptance period that the Products contain errors or Malfunctions that impede the (progress of) acceptance, the Client will inform Bonaroo of these errors or Malfunctions within the acceptance period through a written, detailed test report, in which case the remaining acceptance period is interrupted until the Product is adjusted to correct the errors.

7.6. Acceptance of the Products cannot be withheld on grounds other than those related to the explicitly agreed specifications between the parties and furthermore not due to the existence of minor errors that do not reasonably impede the operational or productive use of the Products.

7.7. If the Products are delivered or tested in phases or parts, the non-acceptance of a particular phase or part does not affect the acceptance of an earlier phase or another part. If it is agreed that the service will be

provided in phases, Bonaroo is also entitled to postpone the start of the work belonging to a phase until the Client has approved the results of the preceding phase in writing.

7.8. Contrary to the foregoing, the Products will be deemed fully accepted from the start of such use if the Client uses them for productive or operational purposes before the moment of acceptance or by paying the related invoice.

8. Hosting

8.1. The Hosting will be connected to the public internet in the agreed (or, failing that, determined by Bonaroo) manner, after which access is possible. For access, the Client (or its user) is responsible for the necessary provisions such as an internet connection, equipment, and software to use the Environment and the data therein.

8.2. In Hosting, the Client obtains the temporary, limited right to use the hosted Environment for legitimate purposes. The Client will comply with the agreements with Bonaroo, Third-Party Terms and Conditions (the conditions of the data center and Third-Party Products), and instructions from Bonaroo, which are considered part of the Hosting agreement between the Client and Bonaroo. Furthermore, the Client will always use the hosted Environment reasonably ('fair-use'). It is prohibited to rent out the Environment or encumber it with limited rights.

8.3. Hosting only consists of the explicitly agreed services. If parties agree in writing, Bonaroo can expand the Hosting with other Products on a post-calculation basis, such as Support or installing updates of Products for the Environment. The Client is responsible for the management, processing, and security of the data in the hosted Environment. Additionally, the Client is responsible for any software (other than Bonaroo Products) and/or equipment that the Client places in the Environment.

8.4. In Hosting, a Malfunction must be located within the hosted Environment.

9. Client Data

9.1. The Client owns its own information and (Personal) Data and is thus responsible for the protection of data that is transmitted, processed, or stored by Bonaroo Products. The GDPR only applies when Bonaroo processes Personal Data on behalf of the Client or its customers under an Agreement. Bonaroo provides Products and can assist in setting them up so that the Client is able to create, edit, and store its data.

9.2. Insofar as Bonaroo processes Personal Data on behalf of the Client, Bonaroo is designated as the Processor solely for those operations, and the Client as the Data Controller. Bonaroo processes Personal Data solely in a manner and to the extent necessary for performing the agreed-upon tasks, to follow the Client's instructions, or as a result of a legal obligation, enforceable judgment, or statutory regulation. In these cases, these Terms shall also serve as a Data Processing Agreement.

9.3. The responsibility for complying with applicable GDPR obligations, such as the Duty to Inform, Rights of Access, Blocking, and Correction regarding Personal Data, remains entirely with the Client. The Client guarantees and ensures that it always has the required consent from data subjects for all operations on Personal Data carried out by Bonaroo as Processor. The Client is solely responsible for the accuracy, quality, and legality of the Personal Data and the means by which the Client acquired the Personal Data.

9.4. Insofar as Bonaroo processes Personal Data for the Client, the purposes for which this Personal Data is processed, the nature of the Personal Data, the categories of data subjects, the duration of processing, and

the applicable legal obligations shall be documented in writing by the Client and provided to Bonaroo.

9.5. The transfer of Personal Data by Bonaroo to a country outside the European Economic Area can only occur if permitted under the GDPR. Bonaroo will always enter into the necessary agreements regarding such transfer and comply with all requirements as stipulated in the GDPR.

9.6. The Client has the right to request Bonaroo to take reasonable additional security measures to protect the Personal Data. If these measures fall outside Bonaroo's standard or agreed-upon measures, the Client shall reimburse Bonaroo for any additional costs incurred as a result, in addition to the agreed-upon compensation.

9.7. The Client acknowledges and agrees that Bonaroo may subcontract (a portion of) the processing of Personal Data to third parties. Bonaroo ensures that the sub-processor is bound by similar confidentiality obligations as those included in these Terms.

9.8. Bonaroo will take technical and organizational measures to secure the processing of Personal Data. These measures include, among others: measures to ensure that only employees can access Personal Data for the purposes of the Tasks and measures to protect the Personal Data against unauthorized or unlawful processing, and against accidental loss, destruction, or damage.

9.9. Bonaroo will notify the Client as soon as reasonably possible after discovering a Breach. Bonaroo will cooperate with the Client and follow the Client's reasonable instructions regarding a Breach to enable the Client to investigate the incident. Insofar as the Breach was caused by Bonaroo's non-compliance with the requirements of these Terms, Bonaroo will make reasonable efforts to identify the Breach and take appropriate further steps. Breach notifications will be directed to a Data Protection Officer designated in writing for this purpose by the Client. The Client may request Bonaroo to change the Data Protection Officer through a written request. The change will take effect upon written confirmation by Bonaroo.

9.10. Insofar as the Client is entitled to do so and as necessary in the context of the agreement, the Client expressly consents to the inclusion of users' (personal) data in Bonaroo's personal records for administration and management purposes. This personal record includes, among other things, identification data and data for the execution of the agreement and is only accessible to Bonaroo. This data will not be provided to third parties, except with the Client's consent or in cases where Bonaroo is required by law or a court order.

9.11. Bonaroo is always entitled to place the name and logo of the Client and the project to which Bonaroo supplies and/or has supplied Products on its website, to use them as a reference, and to make them available to third parties for informational purposes. The parties may agree in writing on further arrangements regarding the handling of project-specific data that the Client designates as confidential.

10. Backup

10.1. Because no Environment is infallible, the Client must determine which data is eligible for backup and make the necessary provisions to minimize data loss and dependencies. Therefore, the Client is responsible for providing a Contingency Plan that is followed by its employees and periodically reviewed.

10.2. The parties can agree that Bonaroo makes backups, in which case Bonaroo will set the data designated by the Client in a particular Environment to be copied and stored. Bonaroo is not liable for these backups in any case, including but not limited to Malfunctions in the backup, such as it being completely or

partially unusable or lost. The Client remains responsible for the data and information it collects, modifies, manages, and deletes.

10.3. The Client regularly tests in consultation with Bonaroo whether the backup contains the intended data since Bonaroo cannot determine this for the Client. Bonaroo will assist with these checks at the Client's request and for a fee.

11. Liability

11.1. Bonaroo's total liability, considering the conditions in the paragraphs of this article, will be limited to compensation for direct damage up to a maximum of the invoice value of the part of the agreement from which the liability arises (excluding VAT) with a maximum of € 250,000 (two hundred and fifty thousand euros), where a series of related events counts as one event.

11.2. If the agreement also includes a continuous agreement with a duration of more than one (1) year and Bonaroo's liability arises from this continuous agreement, the agreed price is set at a maximum of the total of the fees (excluding VAT) actually paid by the Client to Bonaroo based on the continuous agreement for one (1) year (being the year in which the damage occurred) with a maximum of € 250,000 (two hundred and fifty thousand euros).

11.3. Bonaroo is insured for damage. Bonaroo is in no case liable for further damage and will not compensate for further damage that the Client may suffer under the agreement with Bonaroo, however and for whatever reason, including possible claims from third parties on the Client, unless the insurance covers it and actually reimburses it, increased by Bonaroo's deductible, unless there is intent or deliberate recklessness.

11.4. Bonaroo's total liability for damage caused by death or physical injury will in no case exceed € 1,000,000 (one million euros), where a series of related events counts as one event.

11.5. Direct damage exclusively means:

1. The reasonable costs incurred to determine the cause and extent of the damage;
2. The reasonable costs incurred to prevent or limit damage, provided the Client demonstrates that these costs have led to limiting damage.

11.6. Bonaroo is not liable for indirect damage, including but not limited to consequential damage, lost profit, missed savings, destruction or loss of files and/or data, delay damage, loss suffered, damage caused by providing incorrect information and/or cooperation by the Client, damage due to business stagnation, or claims from third parties on the Client.

11.7. Except in the cases mentioned in this article, Bonaroo has no liability for damage compensation, regardless of the ground on which an action for damage compensation would be based.

11.8. The Client indemnifies Bonaroo against all claims from third parties due to liability resulting from a defect in a product, system, or service delivered by the Client to a third party, which product, system, or service also consisted of what Bonaroo delivered.

11.9. Bonaroo accepts no liability for any damage arising from Third-Party Products delivered by Bonaroo to the Client. If possible, Bonaroo will transfer its rights to claim compensation from the supplier of the Third-Party Product in question to the Client.

11.10. Bonaroo is not liable for any damage resulting from not providing support, maintenance, and warranty on time unless the Client has purchased the necessary Products and fulfilled all its obligations, including but not limited to full payment.

12. Payment and Price

12.1. All costs arising from the agreement with the Client are borne by the Client. The Client must pay the invoice issued by Bonaroo by transferring the total amount without being entitled to any deduction or set-off. Payment of invoices must be made at most 30 days after the invoice is issued unless otherwise agreed in writing. Payment is a fundamental core obligation of the Client.

12.2. Payments made by the Client are always used to settle first the owed interest and costs and second the payable invoices that have been outstanding the longest, even if the counterparty states that the payment relates to a later invoice or obligation.

12.3. If Bonaroo has not received payment after the aforementioned payment term has expired, the Client, without requiring a notice of default, is in default. Bonaroo will notify the Client and give the Client the opportunity to fulfill its payment obligation within a period of 14 days. If payment remains outstanding, the Client owes the statutory interest on the outstanding invoice amount, increased by 1.5% per month, where a part of a month counts as a whole month. Furthermore, Bonaroo is entitled to increase the amount owed by the Client with all incurred (extra) judicial collection costs and expenses, including costs of lawyers, bailiffs, internal costs, etc. If these costs are not paid on time, they will be provisionally determined at an immediately payable amount of 15% of the unpaid invoice, with a minimum of € 250.00, pending the determination of the actual costs.

12.4. Bonaroo has the right to suspend its services and other obligations until full payment has been made, without prejudice to the Client's obligation to fulfill its obligations. The Client cannot derive any rights or compensation from (the consequences of) suspension against Bonaroo.

12.5. If the Client fails to meet its obligations to Bonaroo in any respect, what it owes under that obligation is immediately due and payable. In the event of a notice of default, Bonaroo is entitled to realize all securities or parts thereof provided in connection with that relationship to recover from the proceeds what Bonaroo according to its administration is owed, including statutory interest and the costs specified by Bonaroo.

12.6. All prices are, unless otherwise stated, exclusive of turnover tax (VAT) and other levies imposed by the government.

12.7. If there is a periodic payment obligation of the Client, Bonaroo is entitled to adjust the applicable prices and rates in writing at a minimum term of three months. If the Client does not agree with such an adjustment, the Client is entitled to terminate the agreement within thirty days after notification against the date on which the adjustment takes effect.

13. Retention of Title

13.1. Bonaroo retains ownership of all Products delivered by it until full payment of the (periodic) fees for all Products delivered or yet to be delivered by Bonaroo to the Client, as well as any claims for work performed or yet to be performed by Bonaroo for the Client in connection with the delivery of goods, and any claims Bonaroo may have against the customer due to a breach of the agreement between Bonaroo and the Client, including collection costs, interest, and penalties.

14. Third-Party Products

14.1. Bonaroo is entitled to provide Third-Party Products or involve Third-Party Products in fulfilling its obligations under the agreement. Bonaroo is not responsible for Third-Party Products unless otherwise agreed in writing. An example of Third-Party Products is open source products.

14.2. If Bonaroo delivers Third-Party Products to the Client, the General Terms and Conditions of Third Parties apply to the agreement in addition to these terms. Bonaroo delivers rights to Third-Party Products under the conditions described in the General Terms and Conditions of Third Parties. General Terms and Conditions of Third Parties that are declared applicable in these General Terms and Conditions Bonaroo will be sent upon request, if available at Bonaroo, in the same format and language as received by Bonaroo.

14.3. The General Terms and Conditions Bonaroo take precedence over the General Terms and Conditions of Third Parties unless otherwise indicated. In case of conflict between the General Terms and Conditions Bonaroo and the General Terms and Conditions of Third Parties, Bonaroo may declare the relevant conflicting provisions in the General Terms and Conditions of Third Parties inapplicable or grant precedence over General Terms and Conditions Bonaroo.

14.4. Bonaroo does not provide Maintenance, Support, or other services concerning Third-Party Products unless otherwise agreed in writing.

14.5. Regarding delivered Third-Party Products, Bonaroo provides:

1. Service on Third-Party Products under a maximum of the same conditions specified in the General Terms and Conditions of Third Parties.
2. The warranty for the term and under a maximum of the same conditions specified in the General Terms and Conditions of Third Parties.

14.6. Replacement of delivered Third-Party Products will not take place under any circumstances unless the Client expressly requests this and pays the associated costs, as agreed, for example, in a Support agreement. All repairs are subject to handling costs. If repairs are made elsewhere than at Bonaroo, travel costs, labor costs, and other associated costs will also be charged.

15. Intellectual Property

15.1. Unless it concerns Third-Party Products or Custom Work, all intellectual and industrial property rights arising from the delivery of Products and software belong to Bonaroo, regardless of whether it concerns the delivery of an existing Product or a Product yet to be developed. To the extent such a right can only be obtained through a deposit or registration, only Bonaroo is authorized to do so.

15.2. If it concerns Custom Work, all intellectual property rights, industrial property rights, and other rights arising from an assignment carried out by Bonaroo concerning the Custom Work (including the Source Code and object code) belong to the Client. The rights to

Bonaroo Products, as well as software from third parties whose rights do not belong to Bonaroo (Third-Party Products), do not belong to the Client.

15.3. The Client has the exclusive right to further develop the Custom Work independently and to make its use available to third parties through licenses. Bonaroo has the exclusive right to further develop the Bonaroo Products and to make their use available to third parties through licenses unless it concerns

Custom Work, in which case Bonaroo only has the right to further develop the Custom Work and make its use available to third parties through licenses after prior written approval from the Client. If the Client's Custom Work contains Bonaroo Products, the Client has the non-exclusive and non-revocable right to further develop the Bonaroo Products used by it independently and to make their use available to third parties through licenses, provided the Bonaroo Products remain only part of the Client's Custom Work.

15.4. If Bonaroo transfers intellectual or industrial property rights of Products to the Client, the Client grants Bonaroo the exclusive and non-revocable right to reuse technical solutions and methods, ideas, and experience that Bonaroo has gained in developing the Products. This right explicitly does not include the Client's data in the Products themselves. Furthermore, Bonaroo will anonymize or remove data traceable to the Client from Products upon the Client's request.

15.5. Intellectual property rights, industrial property rights, and other rights of a Product or a part thereof can only be transferred in writing if the transferring party holds these rights.

15.6. The Client and Bonaroo are not allowed to remove or modify any indication regarding intellectual property rights, industrial property rights, other rights, trademarks, and trade names from the Products, including Custom Work, or to have a third party perform such actions.

15.7. If Bonaroo, the Client, or third parties make functional improvements or other changes to the Products, the intellectual property rights, industrial property rights, and other rights on the improved or changed Products remain unchanged with Bonaroo, with Custom Work with the Client, or with the third party right holder.

15.8. Bonaroo is allowed to take technical measures to protect the Products or software or to limit the duration of the right to use the Products or software. The Client is not allowed to remove or bypass such a technical measure. If security measures prevent the Client from making a backup of Products or software, Bonaroo will provide the Client with a backup upon request.

16. Usage Rights

16.1. Regarding Products and software that are not Custom Work, the Client obtains a non-exclusive right to use Products provided by Bonaroo. The Client is entitled to transfer this non-exclusive usage right after obtaining Bonaroo's permission, which will not be unreasonably withheld. In case of the Client's bankruptcy, dissolution, or termination of an agreement for the delivery of the Product, the right to use the Product provided to the Client expires by operation of law.

16.2. The usage right for Products, not being Custom Work, is limited to the object code. Rights to and the Source Code(s) themselves are not provided unless the parties explicitly agree otherwise in writing.

16.3. The usage right does not include unwritten or unagreed-upon, new functionality or application possibilities resulting from (technological) developments at the Client, Bonaroo, or in the state of science. Upon written request, Bonaroo will investigate whether the intended new functionality or application possibilities are safe and desirable and may set conditions, such as payment of an additional fee by the Client to Bonaroo or (technical) preconditions.

16.4. It is prohibited for the Client and Bonaroo to copy, distribute, or publish the Products in any way, either independently or through third parties, under any title or in any way, without having obtained prior written permission from Bonaroo or, in the case of Custom Work, the Client, except for mandatory statutory provisions.

16.5. Except for Custom Work, the Client will not modify the Products except to restore Malfunctions, where the repair only restores the Product to its original state. Bonaroo will not modify the Custom Work without prior written approval from the Client, except to restore Malfunctions and/or perform maintenance work, or based on an agreement between the parties. If the Client modifies the Custom Work, the Client is solely responsible for the changes and their consequences.

16.6. The Client is allowed to make backups of its data on the provided Products if a backup is not provided by Bonaroo and provided the backups are not used by the Client for purposes other than the permanent storage of data in a single copy for archival purposes.

16.7. If Bonaroo provides a usage right through a license construct, the following applies in addition to the previous paragraphs:

1. The usage right contained therein is limited to using the Products for the permitted use agreed with Bonaroo for the agreed intensity/processing units and on the number of agreed devices, where in the absence of written agreements with Bonaroo, the usage right is limited to the processing unit on which the Products were first installed, and the number of users, servers, or hardware is limited to one (1).
2. If Bonaroo has implemented security or restrictions on the number of processes, users, or functionality in Products, the Client is not allowed to bypass, remove, or otherwise nullify these.

17. Force Majeure

17.1. Bonaroo is not liable for the consequences of force majeure, which in any case includes but is not limited to government decisions and measures, international conflicts, violent or armed actions, illness, death, injury, extreme weather conditions, disasters, irregularities, exclusions, and boycotts, disruptions in companies or institutions whose services are used.

17.2. If the force majeure situation lasts for thirty days, both parties have the right to terminate the agreement. In case of force majeure, the Client has no right to compensation, even if Bonaroo might have some advantage. All Products that Bonaroo has delivered, costs incurred by Bonaroo up to that moment, and costs arising from obligations with subcontractors, producers, and third parties entered into for the Products become immediately payable and settled upon termination.

18. Termination

18.1. The Client's power to dissolve an agreement only applies if Bonaroo, in all cases after a proper and as detailed as possible written notice of default, setting a reasonable term to remedy the shortcoming, fails to fulfill essential obligations under the agreement. If interim termination is agreed upon in writing, the parties will always observe the agreed notice periods and regulations.

18.2. If Bonaroo enters into an agreement with a client, the work already performed, costs incurred by Bonaroo up to that moment, increased by the gross profit Bonaroo would have made upon completion of the agreement if interim termination had not occurred, and costs arising from obligations with subcontractors, producers, and third parties entered into for the Products become immediately payable upon interim termination of the agreement by the Client. When calculating the invoice amount, the work already performed will be invoiced proportionally if not already specified.

18.3. The parties have the right to terminate the agreement with the other party with immediate effect without judicial intervention and without being liable for any compensation if the other party is declared bankrupt, applies for suspension of payment, or is liquidated or terminated other than for the purpose of reconstruction or merger of companies.

19. Final Provisions

19.1. Dutch law applies to all agreements to which the General Terms and Conditions Bonaroo apply. The parties declare that the Vienna Sales Convention (CISG) explicitly does not apply to the aforementioned agreements.

19.2. Unless otherwise prescribed by mandatory law, all disputes arising from the agreement will be submitted to the competent Dutch court.

19.3. Bonaroo has the right to amend these General Terms and Conditions. An amendment will not take effect earlier than fourteen days after notification to the Client. The Client can terminate the agreement against the date on which such an amendment takes effect. Ongoing projects with the Client will be settled proportionally.

19.4. Transfer of rights or an agreement to a third party, including parent, sister, or subsidiary companies, is only allowed after the Client obtains Bonaroo's permission for transfer to that third party. Bonaroo will not withhold this permission unreasonably but may impose further conditions, such as payment of a fee. The Client indemnifies Bonaroo against any claims from third parties who suffer damage related to the transferred usage right on the Product or its use, which would be attributable to Bonaroo.

19.5. Bonaroo strives for adequate follow-up of the notifications and messages received from the Client in its services. To deliver services effectively, the Client ensures an always reachable and sufficiently authorized contact person; he/she plays an important role in management and reporting Malfunctions. Notifications (of Malfunctions) can only be made in the manner indicated by Bonaroo. If a notification is received outside Working Days, it is deemed received on the next Working Day. The time outside Working Days does not count towards the response time. Depending on the nature of the notification, Bonaroo will take action or respond to the contact person.

19.6. The Client grants Bonaroo the right in advance, without the Client's express permission, to transfer agreements or parts thereof to parent, sister, or subsidiary companies; or to a third party in the event of Bonaroo's merger or acquisition. If this occurs, Bonaroo will inform the Client.

19.7. If an article of this agreement is declared inapplicable, the remaining articles will remain effective. The rights and obligations arising from the inapplicable part of the agreement will be determined as much as possible in the same manner as the intended provision in the inapplicable article.