

General Terms and Conditions

Passionfruit Earth B.V.

Article 1: Definitions

- 1.1 **General Terms and Conditions:** these conditions.
- 1.2 **Client:** the natural person or legal entity with whom Passionfruit Earth B.V. has entered into an Agreement. This also refers to those who are in negotiation with Passionfruit Earth B.V., as well as their representative(s), authorized agent(s), legal successors, and heirs.
- 1.3 **Offer:** an offer from Passionfruit Earth B.V. to deliver the SaaS service.
- 1.4 **Agreement:** the agreement between Passionfruit Earth B.V. and the Client.
- 1.5 **Passionfruit Earth B.V.:** located in Rotterdam and registered at the Chamber of Commerce under number 84096705.
- 1.6 **SaaS Service:** the online platform developed by Passionfruit Earth B.V. that assists the Client in managing and responding to compliance information requests from customers, regulators and other stakeholders in the field of ESG, Quality and Safety

Article 2: Applicability of General Terms and Conditions

- 2.1 These General Terms and Conditions apply to all offers and agreements in which Passionfruit Earth B.V. provides the SaaS service to the Client.
- 2.2 Deviations from and additions to these General Terms and Conditions are only valid if agreed in writing between the parties.
- 2.3 The applicability of purchasing or other conditions of the Client is explicitly rejected.
- 2.4 If and insofar as Passionfruit Earth B.V. makes third-party products or services available to the Client, or grants access thereto, the (license or sale) conditions of the respective third parties apply to those products or services in the relationship between Passionfruit Earth B.V. and the Client, setting aside any deviating provisions in these General Terms and Conditions, provided the applicability of the third-party (license or sale) conditions has been communicated to the Client by Passionfruit Earth B.V. and a reasonable opportunity has been provided to become acquainted with those conditions. Contrary to the preceding sentence, the Client has no recourse to a failure by Passionfruit Earth B.V. to meet the aforementioned obligation if the Client is a party as referred to in article 6:235 paragraph 1 or 3 of the Dutch Civil Code (BW).
- 2.5 If and insofar as the referred third-party conditions are not applicable in the relationship between the Client and Passionfruit Earth B.V. for any reason or are declared inapplicable, these General Terms and Conditions apply unabbreviated.
- 2.6 If any provision of these General Terms and Conditions is void or annulled, the remaining provisions of these General Terms and Conditions remain in full force. In that case, Passionfruit Earth B.V. and the Client will consult in order to agree on new provisions to replace the void or annulled ones, as much as possible of the same intent.
- 2.7 Notwithstanding the provision in article 2.6, in the event of a contradiction between agreements made between parties, what is determined in these General Terms and Conditions prevails unless parties have explicitly agreed otherwise in writing, referring to these conditions. In the case of contradictions between provisions of chapters of these conditions, what is determined in an earlier chapter prevails unless explicitly deviated from.
- 2.8 The legal relationship between the Client and Passionfruit Earth B.V. is a contract of assignment. The applicability of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is explicitly excluded.

Article 3: Offers

3.1 All Offers from Passionfruit Earth B.V. are non-binding, unless otherwise indicated in writing by Passionfruit Earth B.V. Offers do not apply to future Agreements. The Client is responsible for the accuracy and completeness of the data provided by or on behalf of him on which Passionfruit Earth B.V. has based its Offer. Apparent errors in the Offer and other statements do not bind Passionfruit Earth B.V.

Article 4: Price and Payment

4.1 The Client is due to pay the fee for the SaaS service as stipulated in the Agreement. In the absence of an agreed payment schedule, all amounts related to the SaaS service provided by Passionfruit Earth B.V. are due annually in advance.

4.2 All prices exclude value added tax (VAT) and other government-imposed levies specific to products or services. All prices made known by Passionfruit Earth B.V. are in euros, and the Client must pay in euros.

4.3 If the Client under the Agreement consists of several natural persons and/or legal entities, each of these (legal) persons is jointly and severally liable to Passionfruit Earth B.V. for the fulfillment of the Agreement.

4.4 Concerning the performance provided by Passionfruit Earth B.V. and the amounts due from the Client, the records from Passionfruit Earth B.V.'s administration provide full proof, subject to the Client's right to provide evidence to the contrary.

4.5 Prices for the SaaS Service may be adjusted once per contract year by up to five percent (5%) to reflect inflation or increased operating costs. This adjustment shall apply automatically upon issuance of the next annual invoice during the Term, without the need for separate notice or approval.

Any adjustment exceeding five percent (5%) shall require at least three (3) months' written notice to the Client. In such case, if the Client does not agree to the increase, it may terminate the Agreement by written notice within thirty (30) days after receiving the adjustment notice, with termination effective on the date the new prices would otherwise apply.

The foregoing does not limit Passionfruit Earth B.V.'s right to agree on different pricing for additional services, new functionality, or material scope changes requested by the Client.

4.6 The parties will specify in the Agreement the date or dates on which Passionfruit Earth B.V. will charge the Client for the agreed performances. Due amounts are to be paid by the Client according to the payment conditions agreed upon or as stated on the invoice. The Client is not entitled to suspend any payment or to offset due amounts.

4.7 Passionfruit Earth B.V. maintains a payment term of 30 days.

4.8 If the financial position and/or payment behavior of the Client, in the opinion of Passionfruit Earth B.V., give cause to do so, Passionfruit Earth B.V. is entitled to require the Client to immediately provide (additional) security in a form to be determined by Passionfruit Earth B.V.

4.9 If the Client does not pay the due amounts on time, the Client is in default by operation of law without the need for a notice of default or demand. From the date of default, the Client will owe contractual interest of 1% per month, unless the statutory (commercial) interest rate is higher, in which case the statutory (commercial) interest rate applies. If Passionfruit Earth B.V. needs to take collection measures after the due date of the invoice, the Client owes extrajudicial costs. The amount

of the extrajudicial costs is 15% of the principal sum, with a minimum of €250, without prejudice to any other statutory and contractual rights of Passionfruit Earth B.V.

4.10 Passionfruit Earth B.V. has the right to suspend its obligations if the Client does not or does not fully meet the obligations under this article, without being liable to pay damages to the Client.

4.11 The SaaS service to be provided by Passionfruit Earth B.V. (and any associated support) will commence within a reasonable time after the conclusion of the Agreement. Unless otherwise agreed, the SaaS service commences by making available by Passionfruit Earth B.V. the means for the Client to access the SaaS service. The Client ensures that it has the necessary facilities for the use of the SaaS service immediately after entering into the Agreement.

Article 5: Duration of the Agreement

5.1 The Agreement is entered into for a period of 12 months. After this period, the Agreement will be tacitly renewed for periods of 12 months each, unless the Agreement is terminated in writing by Passionfruit Earth B.V. or the Client at the end of the current period with a notice period of at least three (3) months. Mid-term termination of this Agreement is not possible, except in the situations described in this article.

Article 6: Confidentiality

6.1 The Client and Passionfruit Earth B.V. ensure that all data received from the other party, known or should reasonably be known to be of a confidential nature, remain confidential. This prohibition does not apply if and insofar as the provision of the respective data to a third party is necessary pursuant to a judicial decision, a statutory regulation, a legal order from a governmental authority, or is necessary for the proper execution of the Agreement. The party receiving confidential data will use it only for the purpose for which it was provided. Data is considered confidential if designated as such by either party or if this follows from the nature of the data.

6.2 The Client acknowledges that the software provided by or through Passionfruit Earth B.V. always has a confidential nature and contains Passionfruit Earth B.V.'s trade secrets.

6.3 This article remains in force after the termination of the Agreement between the parties.

Article 7: Intellectual Property

7.1 All (future) intellectual property rights, including but not limited to: trademark rights, patent rights, design rights, copyrights, neighboring rights, trade name rights, database rights, know-how, trade secrets, and domain names on the software developed under the Agreement or made available to the Client, websites, data files, databases, equipment, training, testing, and examination materials or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, belong exclusively to Passionfruit Earth B.V., its licensors, or its suppliers. The Client is not allowed to claim any intellectual property rights belonging to Passionfruit Earth B.V., its licensors, or its suppliers. The Client is granted only the usage rights explicitly granted by these General Terms and Conditions, the written Agreement between the parties, and mandatory law. A right of use granted to the Client is non-exclusive, non-transferable, non-pledgeable, and non-sublicensable.

7.2 Any delivery, provision, or disclosure, whether or not by means of an offer or Agreement, of software, products, or services to the Client will never involve a transfer of intellectual property rights.

7.3 The Client shall not remove or modify any indications of the confidential nature or concerning copyrights, trademarks, trade names, or any other intellectual property rights from the software, websites, data files, equipment, or materials.

7.4 The Client guarantees that no rights of third parties oppose the provision to Passionfruit Earth B.V. of equipment, software, materials intended for websites, data files, and/or other materials, designs, and/or other works with the aim of use, maintenance, processing, installation, or integration, including the possession of the appropriate licenses. The Client indemnifies Passionfruit Earth B.V. against any claim by a third party based on the allegation that such making available, use, maintenance, processing, installation, or integration of the SaaS service infringes any right of that third party.

7.5 Passionfruit Earth B.V. may use the Client's name and logo to identify the Client as a customer of Passionfruit Earth B.V. in standard materials such as its website, presentations, and customer lists, without requiring prior approval.

Any other public reference or use of the Client's name, logo, or statements for marketing, press, or promotional purposes shall require the Client's prior written consent, which shall not be unreasonably withheld or delayed.

7.6 If the Client acts in breach of any obligation(s) under this article, the Client is liable to pay an immediately due penalty of €25,000 (say: twenty-five thousand euros) per breach to Passionfruit Earth B.V., without prejudice to any right of Passionfruit Earth B.V. to compensation for damages or to enforcement or other measures available to Passionfruit Earth B.V. under the law.

7.8 Use of Anonymized Usage Patterns

Passionfruit Earth B.V. is entitled to use anonymized and generalized usage patterns, including question structures, document types, metadata, and interaction flows, to improve its AI models and answer library. This use shall never include any confidential, identifiable, or customer-specific data unless the Client has explicitly agreed to such use in writing. The purpose is to enhance domain-specific intelligence and automation capabilities across all users of the SaaS service.

7.9 Ownership and Availability of Client Data

All data entered or uploaded by the Client into the SaaS service remains the exclusive property of the Client. Upon termination of the Agreement, Passionfruit Earth B.V. will ensure the Client continues to have access to its data in accordance with the terms outlined in the Agreement or the applicable data processing agreement. Nothing in these Terms transfers ownership of Client data to Passionfruit Earth B.V.

7.7 This article retains its force after the end of the Agreement between the parties.

Article 8: Execution of Services

8.1 Passionfruit Earth B.V. will endeavor to perform services with care, if applicable, in accordance with the agreements and procedures explicitly agreed upon in writing with the Client. All services of Passionfruit Earth B.V. are performed on an effort obligation basis, unless and insofar as in the written Agreement Passionfruit Earth B.V. has explicitly promised a result, and the relevant result is sufficiently specified in the Agreement.

8.2 Passionfruit Earth B.V. is not liable for damage or costs resulting from the use or misuse made of access or identification codes, certificates, or other security devices, unless the misuse is the direct result of intent or deliberate recklessness of the management of Passionfruit Earth B.V..

8.3 Passionfruit Earth B.V. is not obliged to follow instructions from the Client in the execution of its services, particularly not if such instructions change or supplement the content or scope of the agreed services. However, if such instructions are followed, the corresponding work will be compensated according to the usual rates of Passionfruit Earth B.V..

8.4 Passionfruit Earth B.V. is authorized to engage third parties in the execution of the services without the consent of the Client.

8.5 Passionfruit Earth B.V. performs the SaaS service on behalf of the Client. The Client may only use the SaaS service for his own business or organization and only to the extent necessary for the intended use by Passionfruit Earth B.V.. The Client is not free to allow third parties to use the SaaS service provided by Passionfruit Earth B.V.

8.6 Passionfruit Earth B.V. may make changes to the content or scope of the SaaS service. If such changes are substantial and result in a change to the procedures applicable to the Client, Passionfruit Earth B.V. will inform the Client as soon as possible.

8.7 Passionfruit Earth B.V. may continue the performance of the SaaS service using a new or modified version of the underlying software. Passionfruit Earth B.V. is not obligated to maintain, modify, or add specific properties or functionalities of the service specifically for the Client.

8.8 Passionfruit Earth B.V. may temporarily take the SaaS service out of use entirely or partially for preventive, corrective, or adaptive maintenance or other forms of service. Passionfruit Earth B.V. will not prolong the unavailability longer than necessary and will, if possible, schedule the unavailability during periods when the SaaS service is generally used least intensively.

8.9 Passionfruit Earth B.V. is never obliged to provide the Client with a physical carrier or a download of the underlying software.

8.10 Passionfruit Earth B.V. may set a limit on the amount of storage space or data traffic per month that the Client may use as part of the SaaS service. The Client will not exceed these limits unless the Client has accepted a proposal from Passionfruit Earth B.V. to extend the Agreement. In case of exceeding this maximum, Passionfruit Earth B.V. is entitled to charge an additional amount, in accordance with the amounts for extra data traffic specified in the Agreement. If no storage and/or data limit has been agreed, the fair use policy of Passionfruit Earth B.V. applies.

8.11 With respect to the loading speed and availability of the SaaS service, Passionfruit Earth B.V. gives no guarantee or obligation of result.

Article 9: Support Services

9.1 If the service provision of Passionfruit Earth B.V. under the Agreement also includes support to users and/or administrators of the SaaS service, Passionfruit Earth B.V. will advise online, by telephone, or by email on the use and functioning of the SaaS service mentioned in the Agreement. The Client shall describe support requests as fully and detailed as possible, so that Passionfruit Earth B.V. can respond adequately. Passionfruit Earth B.V. may set conditions on the method of reporting, qualifications, and the number of people eligible for support. Passionfruit Earth B.V. will take well-substantiated requests for support into consideration within a reasonable period according to the usual procedures at Passionfruit Earth B.V.. Passionfruit Earth B.V. does not guarantee the accuracy, completeness, or timeliness of responses or support provided. Support is provided on working days during the usual business hours of Passionfruit Earth B.V..

Article 10: Notice and Takedown (NTD)

10.1 The Client shall always act carefully and not unlawfully towards third parties, particularly by respecting the intellectual property rights and other rights of third parties, respecting the privacy of third parties, upholding the honor and good name of third parties, respecting the sexual life of third parties, not disseminating data in violation of the law, not obtaining unauthorized access to systems, not spreading viruses or other harmful programs or data, and refraining from committing criminal offenses and violating any other legal obligation.

10.2 To prevent liability towards third parties or to limit its consequences, Passionfruit Earth B.V. is always entitled to take measures regarding an act or omission of or at the risk of the Client. Costs that are reasonably necessary in connection with the aforementioned measures shall be borne by the Client. The Client shall remove data and/or information from the systems of Passionfruit Earth B.V. immediately upon the first written request of Passionfruit Earth B.V., failing which Passionfruit Earth

B.V. is entitled to either remove the data and/or information itself or to make access thereto impossible. Passionfruit Earth B.V. is also entitled to deny the Client immediate access to its systems without prior notice in the event of a breach or imminent breach of this article. The foregoing does not affect any other measures or the exercise of other legal and contractual rights by Passionfruit Earth B.V. against the Client. Passionfruit Earth B.V. is also entitled to terminate the Agreement with immediate effect in such cases, without being liable to the Client.

10.3 Passionfruit Earth B.V. cannot be expected to form a judgment on the validity of third-party claims or the defense of the Client, or to be involved in any way in a dispute between a third party and the Client. The Client should consult with the relevant third party and inform Passionfruit Earth B.V. in writing and adequately substantiated with documents.

10.4 Passionfruit Earth B.V. is not responsible or liable for the content made available by the Client to third parties via the SaaS service.

Article 11: Warranty

11.1 Passionfruit Earth B.V. does not warrant that the SaaS service is faultless and operates without interruptions. Passionfruit Earth B.V. will endeavor to rectify errors in the underlying software within a reasonable period if and to the extent that the underlying software concerns software developed by Passionfruit Earth B.V. itself and the relevant errors have been reported in detail by the Client in writing to Passionfruit Earth B.V.. Passionfruit Earth B.V. may postpone the correction of errors until a new version of the underlying software is put into use. Passionfruit Earth B.V. does not warrant that errors in the SaaS service that were not developed by Passionfruit Earth B.V. itself will be corrected.

11.2 Based on the information provided by Passionfruit Earth B.V. about measures to prevent and limit the consequences of malfunctions, errors, and other imperfections in the SaaS service, mutilation or loss of data or other incidents, the Client will assess the risks for its organization and, if necessary, take additional measures. Passionfruit Earth B.V. declares itself willing to reasonably cooperate with further measures to be taken by the Client, against the financial conditions set by Passionfruit Earth B.V.. Passionfruit Earth B.V. is never obliged to restore mutilated or lost data other than by restoring the - where possible - last available backup of the relevant data.

11.3 Passionfruit Earth B.V. does not warrant that the SaaS service will be timely adjusted to changes in relevant legislation and regulations.

11.4 Decisions based on information and results arising from the SaaS service are at the Client's own expense and risk.

11.5 The SaaS service, with all associated information and functionality, has a supportive character. However, Passionfruit Earth B.V. does not guarantee that:

- the results of the SaaS service are complete;
- the information on the SaaS service is complete;
- the Client by using the SaaS service fully complies with the legal requirements arising from legislation and regulations applicable to the Client.

Article 12: Information and Other Cooperation Obligations

12.1 Parties acknowledge that the success of information and communication technology activities depends on proper and timely mutual cooperation. The Client shall always provide all reasonable cooperation and inform Passionfruit Earth B.V. about relevant facts and circumstances in a timely manner.

12.2 The Client is responsible for the accuracy and completeness of the data, information, designs, and specifications provided by or on behalf of it to Passionfruit Earth B.V., even if they are from third parties. The data, information, designs, and specifications must be provided in the form and manner as requested by Passionfruit Earth B.V.. If the data, information, designs, or specifications provided by the Client contain inaccuracies recognizable to Passionfruit Earth B.V., Passionfruit Earth B.V. will inquire with the Client.

12.3 The Client is responsible for the management, including checking the settings, the use of the products and/or services provided by Passionfruit Earth B.V., and the manner in which the results of the products and services are used. The Client is also responsible for the instruction to and use by users.

12.4 The Client shall provide the necessary equipment, infrastructure, and supporting software and install, set up, parameterize, tune, and if necessary, adjust the associated equipment, other (auxiliary) software, and usage environment and keep them up-to-date, and achieve the desired interoperability by the Client.

12.5 If the Client fails to meet any obligations under this article, Passionfruit Earth B.V. has the right to suspend its obligations either in whole or in part. The resulting costs shall be borne by the Client, without prejudice to Passionfruit Earth B.V.'s right to exercise any other legal right.

Article 13: Deadlines

13.1 Passionfruit Earth B.V. will reasonably endeavor to observe as much as possible the deadlines or delivery dates named or agreed upon between parties, whether or not ultimate. Deadlines or interim delivery dates named or agreed upon by Passionfruit Earth B.V. always serve as target dates, do not bind Passionfruit Earth B.V., are not to be regarded as final deadlines, and always have an indicative character.

13.2 If the exceeding of any deadline threatens, Passionfruit Earth B.V. and the Client will consult to discuss the consequences of the delay for further planning.

13.3 A single exceeding of a final delivery deadline or delivery date does not put Passionfruit Earth B.V. in default. In all cases - thus even if parties have agreed upon a final delivery deadline or date - Passionfruit Earth B.V. is only in default due to time exceeding after the Client has put Passionfruit Earth B.V. in writing in default, whereby the Client grants Passionfruit Earth B.V. a reasonable term to remedy the breach, and this reasonable term has expired. The default notice must contain as complete and detailed a description of the breach as possible, so that Passionfruit Earth B.V. is able to respond adequately.

13.4 If it is agreed that the performance of the agreed tasks will occur in phases, Passionfruit Earth B.V. is entitled to postpone the start of the tasks that belong to a phase until the Client has approved the results of the preceding phase in writing.

13.5 Passionfruit Earth B.V. is not bound to any, whether or not final, delivery date or deadline if parties have agreed to a change in the content or scope of the Agreement (additional work, change of specifications, etc.) or a change in the approach to the execution of the Agreement, or if the Client does not meet its obligations arising from the Agreement on time or completely. The fact that (the demand for) additional work occurs during the execution of the Agreement is never a ground for the Client to terminate or dissolve the Agreement.

Article 14: Dissolution and Termination of the Agreement

14.1 The right to dissolve the Agreement due to a breach in the performance of the Agreement is only available to each of the parties if the other party, in all cases after a detailed written notice of default in which a reasonable term is set to remedy the breach, is culpably failing in the performance of essential obligations from the Agreement. Payment obligations of the Client and all obligations to

cooperate and/or provide information by the Client or a third party engaged by the Client are always considered essential obligations from the Agreement.

14.2 If at the time of the dissolution the Client has already received performances for the execution of the Agreement, these performances and the related payment obligations are not subject to reversal unless the Client proves that Passionfruit Earth B.V. is in default concerning the essential part of those performances. Amounts that Passionfruit Earth B.V. has invoiced before the dissolution in connection with what he has already properly performed or delivered in the execution of the Agreement remain due unconditionally and become immediately due at the time of dissolution.

14.3 The Client is not entitled to terminate an Agreement of assignment which has been entered into for a definite period or an Agreement that ends by completion, prematurely.

14.4 Either party may terminate the Agreement without a notice of default with immediate effect in whole or in part in writing if the other party is granted a suspension of payment, whether provisional or not, if bankruptcy is petitioned for the other party, if the enterprise of the other party is liquidated or terminated other than for reconstruction or merging of enterprises. Passionfruit Earth B.V. may also terminate the Agreement without a notice of default with immediate effect in whole or in part if a decisive change of control occurs in the enterprise of the Client. Passionfruit Earth B.V. is never obliged to refund any moneys received or to pay damages because of this termination. If the Client has been declared bankrupt, the Client's right to use the software provided, websites, etc., and the right to access and/or use the services of Passionfruit Earth B.V., ceases automatically without any termination act on part of Passionfruit Earth B.V..

Article 15: Liability of Passionfruit Earth B.V.

15.1 Passionfruit Earth B.V. is only liable for direct damage. Under direct damage in this article is understood as property damage, reasonable costs to prevent or mitigate property damage, and reasonable extrajudicial costs. Direct damage is limited to the maximum amount, whichever is lower:

- the amount actually paid out by the business liability insurance of Passionfruit Earth B.V.; or
- the maximum amount equal to the total annual fee received under this Agreement by Passionfruit Earth B.V. from the Client.

15.2 Indirect damage, consequential damage, lost profits, missed savings, reduced goodwill, damage due to business stagnation, damage as a result of claims by customers of the Client, damage related to the use of by the Client to Passionfruit Earth B.V. prescribed goods, materials or software of third parties, and damage related to the engagement of by the Client to Passionfruit Earth B.V. prescribed suppliers are excluded. Also excluded is the liability of Passionfruit Earth B.V. for:

- damage arisen as a result of damage or loss of documents and/or data;
- damage arisen as a result of providing incorrect or incomplete data or information by the Client to Passionfruit Earth B.V. or otherwise is a result of an act or omission by the Client;
- the Client has made modifications to the software, products, or services of Passionfruit Earth B.V.;
- damage at the Client or third parties as a result of the non-proper functioning of hardware, equipment, software, and/or internet connections of the Client.

15.3 The exclusions and limitations of liability of Passionfruit Earth B.V. described in this article do not affect the other exclusions and limitations of liability of Passionfruit Earth B.V. described in these General Terms and Conditions.

15.4 The exclusions and limitations mentioned in this article lapse if and to the extent the damage is the result of intentional or deliberate recklessness of the management of Passionfruit Earth B.V..

15.5 Unless the performance by Passionfruit Earth B.V. is permanently impossible, the liability of Passionfruit Earth B.V. due to an attributable failure to perform an Agreement only arises if the Client immediately issues a written notice of default to Passionfruit Earth B.V., granting a reasonable period

for the remediation of the breach, and Passionfruit Earth B.V. continues to fail culpably in the fulfillment of its obligations after that period. The notice of default must contain as complete and detailed a description of the failure as possible so that Passionfruit Earth B.V. is able to respond adequately.

15.6 A prerequisite for the creation of any right to compensation is always that the Client reports the damage to Passionfruit Earth B.V. in writing as soon as possible after it arises. Notwithstanding the provisions in article 6:89 of the Dutch Civil Code, any claim for damages against Passionfruit Earth B.V. expires by merely the lapse of twelve months after the establishment of the claim unless the Client has lodged a legal claim for compensation of the damage before the expiry of this period.

15.7 The provisions in this article and all other limitations and exclusions of liability mentioned in these General Terms and Conditions also apply in favor of all (legal) persons whom Passionfruit Earth B.V. and its suppliers use in the execution of the Agreement. This article is a third-party clause.

15.8 The Client indemnifies Passionfruit Earth B.V. against claims from third parties based on information and results arising from the SaaS service.

Article 16: Force Majeure

16.1 Neither party is obliged to fulfill any obligation, including any legally and/or agreed guarantee obligations if they are prevented from doing so due to force majeure. Force majeure on the part of Passionfruit Earth B.V. includes, among other things: (i) force majeure of suppliers of Passionfruit Earth B.V., (ii) improper fulfillment of obligations by suppliers that the Client has prescribed to Passionfruit Earth B.V., (iii) defectiveness of goods, equipment, software or materials of third parties the use of which has been prescribed to Passionfruit Earth B.V. by the Client, (iv) governmental measures, (v) electricity failure, (vi) failure of internet, data network, or telecommunication facilities, (vii) cybercrime, cyber vandalism, war or terrorism, pandemics, epidemics, and (viii) general transport problems.

16.2 If a force majeure situation lasts longer than thirty days, each of the parties has the right to dissolve the Agreement in writing. In that case, what has already been performed under the Agreement will be settled pro rata, without the parties otherwise owing each other anything.

Article 17: Backup

17.1 In principle, Passionfruit Earth B.V. does not make backups of the Client's data. If the service to the Client under the Agreement includes making backups of the Client's data, Passionfruit Earth B.V. will make a full backup of the data in its possession at intervals agreed upon in writing, and in the absence of such agreements, once a week. In the absence of agreements on the retention period, Passionfruit Earth B.V. stores the backup for the term customary at Passionfruit Earth B.V.. Passionfruit Earth B.V. will keep the backup with care as a good custodian.

17.2 The Client remains responsible for complying with all applicable statutory administrative and retention obligations for itself.

Article 18: Transfer of Rights and Obligations

18.1 The Client shall never sell, transfer, or pledge the rights and obligations it has under an Agreement to a third party.

18.2 Passionfruit Earth B.V. may sell, transfer, or pledge its rights and obligations under the Agreement to a third party.

Article 19: Applicable Law and Disputes

19.1 The Agreement between Passionfruit Earth B.V. and the Client is governed by Dutch law. The applicability of the Vienna Sales Convention 1980 is excluded.

19.2 Disputes arising between Passionfruit Earth B.V. and the Client as a result of the Agreement entered into between the parties and/or as a result of further agreements resulting therefrom will be settled by the competent court in the district where Passionfruit Earth B.V. is located, unless provisions of mandatory law prescribe otherwise.