Terms and Conditions

GENERAL

Applicability General Conditions

1.1
The General Terms and Conditions have been drawn up by Speedbooks and are based on the general terms and conditions for the ICT-industry. The General Terms and Conditions consist of the present General Provisions and the following separate specific modules:

- Software License
- Software Maintenance, GDPR Terms

1.2
This General module of The General Terms and Conditions applies to all offers and agreements whereby the supplier provides goods and/or services of whatever nature and under which name to the client. The specific module or modules also apply.

If the General Terms and Conditions that have been agreed between supplier and client are inconsistent or incompatible with what is determined in the specific module or modules of the General Terms and Conditions, the provisions of the relevant specific module or modules prevail.

1.3
Where the term "terms and conditions" is used in The General Terms and Conditions, this means the provisions of this General module, including the provisions of one or more agreed specific modules.

1.4
Deviations from and additions to these general terms and conditions are only valid if they are agreed in writing between the parties.

1.5
The applicability of purchase or other terms and conditions of the client are not aplicable.

1.6
If any provision of these terms and conditions is void or voided, the remaining provisions of these terms and conditions remain in full force and effect.

In that case, the supplier and client will consult with the aim of introducing new provisions to agree on to replace the void or voided provisions, whereby as far as possible the purpose and intent of the void or annulled provisions is taken into account.

Offers

2.1
All offers and other expressions of the supplier are without obligation, unless the supplier indicated otherwise in writing.

2.2
The client guarantees the correctness and completeness of the information provided to the supplier by or on behalf of the client on which the supplier bases its offer. The client always exercises the utmost care that the requirements that the supplier's performance must meet are correct and complete.

Mentioned measurements and data in drawings, images, catalogues, websites, quotations, advertising material, standardization sheets, etc. are not binding on the supplier, unless otherwise stated by the supplier in writing.

Price and payment

3.1
All prices are exclusive of turnover tax (VAT) and other government levies. Unless otherwise agreed, all prices are always in euros and the client must make payments in euros.

3.2
All estimates and budgets issued by the supplier are only indicative, unless the supplier states otherwise in writing. Rights can never be derived from a supplier pre-calculation or client budget. A client budget shall never be regarded as an agreement between the parties for the performance by the supplier. Only if so agreed in writing between the parties, the supplier is obliged to inform the client at threat of exceeding a cost estimate or budget issued by the supplier.

3.3
If the client consists of several natural persons and/or legal entities, each of those jointly and separately are obliged to pay the amounts owed under the agreement.

3.4
With regard to the performances performed by the supplier and the amounts owed by the client the relevant documents and data from the supplier's administration or systems are full evidence of deliverance.

3.5
In the event of a periodic payment obligation on the part of the client, the supplier is entitled to adjust the applicable prices and rates in writing within a period of at least three months.
If the client does not wish to agree to such an adjustment, the client is entitled to give notification to terminate the agreement in writing within 30 days, with effect from the date on which the adjustment would take effect. However, the client does not have such a right to terminate if:
it has been agreed between the parties that the applicable prices and rates will be adjusted according to an index or other measure agreed between the parties.

3.6
In the agreement, the parties will specify the date or dates on which the supplier charges the payment agreed upon for the performance to the client. Indebted amounts are paid by the client in accordance with the agreed or stated conditions on the invoice. In the absence of a specific

arrangement, the client shall within a time specified by the supplier, make the payment. Client is not entitled to suspend any payment nor to set off amounts owed.

3.7
If the client does not pay the amounts owed or does not pay it on time, the client ows, without any notice of default, statutory commercial interest on the outstanding amount. If the client continues to fail to pay the claim after a reminder or notice of default, the supplier hand over the claim, in which case the client in addition to the total amount owed, is also obliged to reimburse all judicial and extrajudicial costs, including all costs calculated by external experts.

Confidentiality and staff takeover

4.1
Client and supplier shall ensure that all data received from the other party known or should reasonably to be known as of a confidential nature, remain secret. The party receiving confidential information will only use it for the purpose for which they were provided. In any case, data will be treated as confidential considered if they are designated as such by one of the parties.

4.2
Each of the parties will, during the term of the agreement, as well as one year after the end thereof and only after prior written consent of the other party, employ employees of the other party who are or have been involved in the execution of the agreement, directly or indirectly. Intended permission may be subject to conditions.

Privacy, data processing and security

5.1
If the supplier deems this important for the execution of the agreement, the client will, upon request, immediately inform the supplier in writing about the way in which the client implements its obligations under legislation in the field of the protection of personal data.

5.2
The client indemnifies the supplier against claims from persons whose personal data is registered or processed in the context of a personal registration that is carried out by the client or for which the client is otherwise responsible under the law, unless the client proves that the facts underlying the claim are exclusively attributed to the supplier.

5.3
Responsibility for data collected using a supplier-provided service are processed lies exclusively with the client. The client guarantees to the supplier that the content, use and/or processing of the data are not unlawful and not infringing any right of a third party. Client indemnifies supplier against any legal claim from third parties, for whatever reason, in connection with this data or the execution of the agreement.

5.4
If the supplier is obliged under the agreement to provide a form of information security, that security will meet the specifications regarding security as agreed in writing between the parties. The supplier never guarantees that the information security is effective under all circumstances. If an expressly defined security is lacking in the agreement, the security will meet a level of the most modern security, but the associated costs are not unreasonable.

5.5
If in the execution of the agreement or otherwise a computer, data or telecommunications facilities are used, the supplier is entitled to assign access or identification codes to the client. The supplier is entitled to change assigned access or identification codes. Client treats the access and identification codes confidentially and with care and only gives them to authorized personnel. The supplier is never liable for damage or costs resulting from use or misuse of access or identification codes, unless the misuse was possible as a direct result of an act or omission of supplier.

Retention of Title and Rights, Case Formation and Suspension

6.1
All goods delivered to the client remain the property of the supplier until all amounts that the client supplier owes on the basis of the agreement are being paid. A client acting as a reseller may sell and resell all items subject to retention of title insofar as that is customary for the normal course of its business

6.2
The property law consequences of the retention of title of an item destined for export are to be governed by the law of the destination State if that law is relevant if it contains more favorable provisions for the supplier.

6.3
Rights, including rights of use, are assigned to the client on the condition that all agreed to a periodic payment obligation of the client, the client has the right of use as long as he fulfills his periodic payment obligation.

6.4
The Supplier may withhold the goods, products, property rights, data, documents, software, data files and (interim) results, until the client has paid all amounts owed to the supplier.

Risk

7.1
The risk of loss, theft, misappropriation or damage to items, products, data, documents, software, data files or data (codes, passwords, documentation, etc.) manufactured or used in the context of the execution of the agreement, is transferred to client at the moment when the actual power of disposal is given to the client or an auxiliary person of the client. Insofar as these objects are in the actual power of disposal of the supplier or auxiliary persons of the supplier, the supplier bears the risk of loss, theft, misappropriation or damage.

Intellectual Property Rights

8.1
If the supplier is willing to transfer an intellectual property right, such an obligation can only be confirmed in writing and expressly. If the parties agree in writing that an intellectual property right with regard to specific software, websites, data files, equipment or other materials developed for the client go to the client, this does not affect the right or the possibility of the supplier to use parts,

general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like, for any other purpose, either for itself or for third parties. Nor does the transfer of an intellectual property right affect the right of supplier to make developments for itself or a third party that are similar or are derived from those that have been or will be made for the benefit of the client.

8.2
All intellectual property rights to the products developed or acquired on the basis of the agreement software, websites, data files, equipment or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, rest solely with the supplier, its licensors or its suppliers.
The Client only acquires the rights of use that are stipulated in these general terms and conditions and the law. A right of use to the client is non-exclusive, non-transferable to third parties and not sublicensable.

8.3
The client is not allowed to make any indication regarding the confidential nature or concerning copyrights, brands, trade names or any other intellectual property right, to remove or change the software, websites, data files, equipment or materials.

8.4
Even if the agreement does not expressly provide for a power to do so, supplier is allowed to install technical provisions to protect the software, equipment, data files, websites and the like in connection with an agreed limitation in the content or the duration of the right to use these objects. The client is never permitted to remove, bypass or have such a technical facility removed.

8.5
The supplier indemnifies the client against any legal claim by a third party based on the claim that software, websites, data files, equipment or other materials infringe any intellectual property right of that third party, on the condition that the client immediately informs the supplier in writing about the existence and the content of the legal claim and the handling of the case, including the taking of any settlements are left entirely to the supplier. To this end, the Client shall provide the necessary powers of attorney, provide information and cooperation to the supplier, if necessary in the name of the client to defend against these claims. This obligation to indemnify lapses if the alleged infringement is related (i) to the use, processing, processing or incorporation of materials made available to the supplier, or (ii) with changes that client without the written permission of the supplier in the software, website, data files, equipment or other materials has made, or made by a third party. If it is irrevocably established in court that the by the supplier developed software, websites, data files, equipment or other materials infringe any intellectual property right belonging to a third party or if there is a reasonable chance that such an infringement will occur, the supplier will possible, ensure that the client receives a functionally equivalent of the software, websites, data files, equipment or materials. Any other or further indemnification obligation of the supplier is excluded.

8.6
Client guarantees that no rights of third parties interfere with making equipment, software, material intended for websites (visual material, text, music, domain names, logos, hyperlinks, etc.), data files or other materials available to supplier, including design material, for the purpose of use, adaptation, installation or incorporation (e.g., in a website). The client indemnifies the supplier against any claim by a third party based on the allegation that making available, using, modifying, installing or incorporating in such a manner infringes with any right of that third party.

Cooperation obligations

9.1
The parties recognize that the success of activities in the field of information and communication technology generally depends on correct and timely mutual communication collaboration. To enable proper performance of the agreement by the supplier will always timely provide the client with all the information deemed useful, necessary and desirable data or information and provide full cooperation. If the client in the context of the agreement uses own personnel and/or auxiliary persons, these personnel and auxiliary persons will have the necessary knowledge, expertise and experience.

9.2
Client bears the risk of the selection, use, application and management in his organization of the equipment, software, websites, data files and other products and materials and of the services to be provided by the supplier. The client himself is responsible for the correct installation, assembly and commissioning and for the correct settings of the equipment, software, websites, data files and other products and materials.

9.3
If the client does not or not in time, deliver necessary, data, documents, equipment, software, materials or employees for the execution of the agreement by the supplier not, or if the client does not fulfill its obligations in any other way, the supplier has the right to wholly or partially suspend the execution of the agreement and has the supplier also the right to reimburse the costs incurred as a result in accordance with its usual.

9.4
In the event that employees of the supplier perform work at the client's location, the client, free of charge, will provide the facilities reasonably desired by those employees, such as a workspace with computer, data and telecommunications facilities. The workspace and facilities will comply with all legal and otherwise applicable requirements regarding Working Conditions. The client indemnifies the supplier against claims from third parties, including employees of the supplier, who suffer damage in connection with the execution of the agreement which is the result of acts or omissions of the client or of unsafe situations in his/her organization. The client will communicate with the house and security rules applicable within his organization before the commencement of the work to the employees deployed by the supplier to make.

9.5
If in the execution of the agreement use is made of computer, data or telecommunications facilities, including the internet, the client is responsible for the correct choice of the necessary resources and for their timely and complete availability, except for those facilities that are under the direct use and management of the supplier. The supplier is never liable for damage or costs due to transmission errors, malfunctions or unavailability of these facilities, unless the client proves that this damage or costs are the result of intent or willful recklessness on the part of the supplier's management.

Delivery terms

10.1
All (delivery) terms and (delivery) dates stated or agreed by the supplier are determined to the best of his knowledge on the basis of the information provided to him when entering into the agreement.

Interim (delivery) dates specified by the supplier or agreed between the parties, always apply as target dates, do not bind the supplier and always only have a indicative character. The Supplier will make reasonable efforts to meet the latest (delivery) terms and dates as much as possible. The supplier is not bound by any final (delivery) term or (delivery) date if they beyond its controlable circumstances that arose after entering into the agreement, no longer can be achieved. Nor is the supplier bound to a final (delivery) date or otherwise or (delivery) term if the parties have agreed on a change in the content or scope of the agreement (additional work, change in specifications, etc.) or a change in the approach to the implementation of the agreement. If there is a risk that any term will be exceeded, the supplier and the client will enter into consultation to discuss the consequences of the exceeding for further planning.

10.2
The mere exceeding of a limit stated by the supplier or agreed between the parties or a non-final (delivery) term or (delivery) date does not mean that the supplier is in default. In all cases therefore also in the event that the parties expressly set a final (delivery) term in writing or when the (delivery) date has been agreed, the supplier will first be in default after the client has given him written notice of default. The notice of default must be as complete and contain a detailed possible description of the shortcoming, so that the supplier can be given the opportunity to respond appropriately.

Dissolution and termination of the agreement

11.1
Each of the parties is entitled to dissolve the agreement due to a attributable shortcoming in the fulfillment of the agreement only if the other party, always in all cases after a written notice of default that is as detailed as possible, whereby a reasonable term is given for remedying the shortcoming, imputably fails in the fulfillment of essential obligations under the agreement. Payment obligations of the client and all other obligations by the client or a third party to always apply as essential obligations under the agreement.

11.2
If at the time of the dissolution as referred to in Article 11.1 the client has already provided performances of the agreement, these performances and the related payment obligation are not subject to cancellation, unless the client proves that the supplier is in default with regard to the substantial part of those performances. Amounts that supplier has invoiced before the dissolution in connection with what he has done for the execution of the agreement, with due observance of the previous sentence is without prejudice and will be immediately payable at the time of the dissolution due.

11.3
If an agreement which by its nature and content does not end upon completion, and has been entered into for an indefinite period of time, it may be terminated by either party after proper discussion among the parties and stating the reasons to be canceled in writing. If no notice period has been agreed between the parties, a reasonable term must be observed in the termination. Due to the cancellation parties are never obliged to pay any compensation.

11.4
The client is never entitled to cancel a service agreement or assignment which has an ending date, to be terminated in the meantime.

11.5
Each of the parties may terminate the agreement in whole or in part without notice of default with immediate effect in writing if the other party has been granted suspension of payment, when a request for bankruptcy is filed with regard to the other party, if the other party's business is liquidated or terminated other than for the benefit of reconstruction or merger of companies, or if decisive control over the client's business changes. Due to this termination, the supplier shall never be liable for any refund of monies already received or liable for compensation. In the event of bankruptcy of the client the right to use software, websites and software made available to the client is cancelled by operation of law.

Supplier's liability

12.1
The total liability of the supplier due to an attributable shortcoming in the performance of the agreement or on any other basis, expressly including any shortcoming in the fulfillment of a guarantee obligation agreed with the client is limited to: compensation for direct damage up to a maximum of the amount stipulated for that agreement (price excluding taxes). This limitation of liability applies to the in Article 8.5 of this module General indemnification obligation of the supplier. If the agreement is mainly a continuing performance contract with a term of more than one year, the price stipulated for the agreement, is set at the total of the fees (excl. VAT) stipulated for one year. Under no circumstances shall the supplier's total liability for direct damage, for whatever reason, however, be more than € 500,000 (five hundred thousand Euros).

12.2
The supplier's liability for damage caused by death, personal injury or material damage to goods shall never be more than € 1,250,000 (one million two hundred and fifty thousand euros).

12.3
The supplier's liability for indirect damage, consequential damage, lost profit, missed savings, reduced goodwill, damage due to business interruption, damage as a result of claims of customers of the client, damage related to the use by the client of the supplier delivered goods, materials or software to the client or third parties is excluded. Also is excluded the liability of the supplier for mutilation, destruction or loss of data or documents.

12.4
The exclusions and limitations of the supplier's liability, as described in the foregoing paragraphs of this Article 12, do not effect the other exclusions and limitations of liability from supplier under this General module and the other agreed modules of these general terms and conditions.

12.5
The exclusions and limitations referred to in Articles 12.1 to 12.4 are cancelled if and insofar as the damage is the result of intent or willful recklessness on the part of the supplier.

12.6
Unless fulfillment by the supplier is permanently impossible, the liability of the fulfillment of an agreement only ha effect if the client immediately gives the supplier notice of default in writing, whereby a reasonable period to resolve the shortcoming, and the supplier continues to fail imputably even after that period in the fulfillment of its obligations. The notice of default must describe as complete and detailed as possible description of the shortcoming, so that the supplier has the opportunity to respond appropriately.

12.7
A condition for the existence of any right to compensation is always that the client informs the supplier as soon as possible after it arises in writing. Any claim to compensation against the supplier is cancelled by the mere lapse of twenty-four months after the origin of the claim.

12.8
The parties acknowledge that actively and constructively participating in an ICT-Mediation is a reasonable and appropriate measure to prevent or mitigate imminent damage if such imminent damage is related to the non-fulfilment, late or improper fulfillment of any contractual obligation by the supplier. For this reason, the client undertakes at the first written request of supplier to participate actively, constructively and unconditionally in an ICT Mediation without delay

12.9
The client indemnifies the supplier against all claims from third parties due to product liability as a result of a defect in a product or system that has been delivered by the client to a third party and that also consisted of equipment, software or other materials supplied by the supplier, unless and insofar as the client proves that the damage was caused by that equipment, software or other materials.

12.10
The provisions of this article as well as all other limitations and exclusions of liability mentioned in these general terms and conditions also apply to the benefit of all (legal) persons which the supplier uses in the execution of the agreement.

Force of the majority/force majeure

13.1
Neither party is obliged to fulfill any obligation, including any warranty obligation agreed between the parties, if he is prevented from doing so as a result of force of the majority. Force majeure also includes: (i) force majeure of suppliers of supplier, (ii) failure to properly comply with supplier obligations that client are prescribed by the supplier, (iii) defects in goods, equipment, software or materials from third parties, the use of which has been prescribed by the client to the supplier, (iv) government action, (v) power outage, (vi) outage of the internet, computer network or telecommunications facilities, (vii) war, (viii) occupation, (ix) strike, (x) general transport problems and (xi) the unavailability of one or more staff members.

13.2
If a force majeure situation lasts longer than ninety days, each of the parties has the right to terminate the agreement in writing. What has already been performed on the basis of the agreement will in that case be proportionately settled, without the parties owing each other anything.

Changes and additional work

14.1
If the supplier performs activities or other activities at the request or with the prior consent of the client, that are outside the content or scope of the agreed work and/or performances, these activities or performances will be reimbursed by the client in accordance with the agreed rates and in the absence thereof according to the usual rates of the supplier.
The supplier is never obliged to comply with such a request and he may require that a separate written agreement is concluded.

14.2
The client accepts that due to work or performance as referred to in this article, the agreed or expected time of completion of service and mutual responsibilities of client and supplier can be influenced. The fact that during the implementation of the agreement (the demand for) additional work arises, is never a ground for the client to cancel or termination of the contract.

14.3
Insofar as a fixed price has been agreed for the services, the supplier will, upon request, inform in writing about the financial consequences of the extra work or performance if referred to in this article.

Transfer of rights and obligations

15.1
The client is not entitled to sell and/or transfer the rights and/or obligations under the agreement to a third party.

15.2
The supplier is entitled to transfer its claims for payment of compensation to a third party.

Governing Law and Disputes

16.1
The agreements between supplier and client are governed by Dutch law. Applicability of the Vienna Sales Convention 1980 is excluded.

16.2
Disputes that may arise between supplier and client as a result of the agreement or as a result of further agreements shall be settled by arbitration in the first place.

16.3
Before commencing arbitral proceedings as referred to in Article 16.2, the most diligent party will initiate ICT Mediation proceedings in accordance with the ICT Mediation Regulations of the Automatisering Disputes Resolution Foundation in The Hague.

16.4
If arbitration failes, the Dutch court is the next step.

Module 1: Software License

Applicability

1.1
The General Terms and Conditions consist of the General module supplemented with one or more specific modules per product or service. The provisions included in this module are, in addition to the provisions of the General module, applicable if the supplier software is based on a license for use.

1.2
The provisions of this module are inextricably linked with the provisions of the module General. In the event of a conflict between the provisions of the General module and the provisions of the present module, the latter shall prevail.

Right of use

2.1
The supplier shall provide the client with the computer programs specified in the agreement and the accompanying associated user documentation available, hereinafter referred to as “the software'.

2.2
Unless otherwise agreed in writing, the customer's right of use is exclusively extended to the so-called object code of the software. The client's right of use does not extend to the source code of the software.
The source code of the software and the technical documentation generated during the development of the software is never made available to the client, not even if the client is prepared to pay a financial compensation for the provision.

2.3
Unless otherwise agreed in writing, the supplier is not obliged to make available other software than the agreed software or program or data libraries, not even if necessary for the use and/or maintenance of the software.
If, contrary to the foregoing, the supplier must also make software and/or program or data libraries other than the agreed upon available, the supplier may require a separate written agreement for this.

2.4
Unless otherwise agreed in writing, the performance obligations of the supplier not include the maintenance of the software and/or the provision of support to the users of the software. If, contrary to the foregoing, the supplier also provides such maintenance and/or support, the supplier may require a separate written agreement.

2.5
Without prejudice to the provisions of the General module, the right to use the software is always non-exclusive, non-transferable and non-sublicensable.

Usage Restrictions

3.1
The client shall strictly comply with the restrictions agreed between the parties in the right to use the software. Client is aware that violation of any agreed limitation of use as well as an attributable failure to comply with the agreement with the supplier is an infringement of the intellectual property rights of the software.

The agreed usage restrictions may include:

- the type or type of equipment for which the software is intended, and/or
- the maximum number of processing units for which the software is intended, and/or
- certain persons, whether or not designated by name or position, who may use the software within the client's organization, and/or
- the maximum number of users that may use the software, whether or not simultaneously within the client's organisation, and/or
- the location on which the software may be used, and/or
- certain uses and purposes (e.g., business use or use for private purposes), and/or any other quantitative or qualitative limitation.

3.2
If the parties have agreed that the software will only be used in combination with certain equipment or a certain type or types of equipment, the client is entitled by any malfunction of the relevant equipment to use the software for the duration of the malfunction on other equipment of the same kind and type.

3.3
The supplier may require that the client does not start using the software until the client has received from supplier, its supplier or the producer of the software one or more codes (passwords, identity codes, etc.), required for use.
The supplier is always entitled to have technical measures taken to protect the software against unlawful use and/or against use in any other way or for other purposes than agreed between the parties.

3.4
The client will never remove technical facilities that are intended to protect the software or circumvented.

3.5
Unless otherwise agreed in writing, the client may only use the software in and for the benefit of of his own company or organization and only for its intended use. Unless in writing otherwise agreed, the client will not use the software for the processing of data for the benefit of third parties, such as "time sharing", "application service provision", "software as a" service" and "outsourcing".

3.6
The client is not allowed to use the software, the carriers on which the software is recorded and the certificates issued by the supplier when the software is made available, sell, rent, dispose of or grant any limited rights thereto or in any way make it available to a third party in any manner or for any purpose. Nor will the client provide a third party remote access to the software or host the software at a third party, not even if the third party concerned uses the software exclusively for the benefit of the client.

3.7
If so requested, the client will immediately lend its full cooperation to an investigation to be carried out by the supplier regarding the compliance by the client with the agreed usage restrictions. At the first request of the supplier, the client will grant access to its buildings and systems to supplier. The supplier shall treat all business information from the client in the context of such an investigation, insofar as that information does not concern the use of the software itself, as confidential.

Delivery and installation

4.1
The supplier will provide the software on the agreed format of information carriers or, failing that, on an information carrier to be determined by the supplier or by using telecommunications facilities (online) to deliver to the client. The supplier determines the method of delivery.

4.2
Only if agreed in writing between the parties, the supplier will install the software at the client. In the absence of explicit agreements in this regard, the client himself will install, set up, parameterise, tune and, if necessary, the used equipment and customize the operating environment.
Unless otherwise agreed in writing, the supplier is not obliged to perform data conversion.

4.3
User documentation is made available in paper or digital form with a content to be determined by the supplier. The supplier decides on the form and language in which the user documentation is provided.

Acceptance test and acceptance

5.1
If the parties have not agreed that an acceptance test will be performed, the client accepts the software in the condition in which it is at the time of delivery ("as is"), therefore with all visible and invisible errors and defects, without any obligation to supplier on the basis of the guarantee scheme of article 9 of this module.

5.2
If an acceptance test has been agreed between the parties in writing, the provisions of Articles 5.3 to 5.10 inclusive of this module apply.

5.3
Where 'errors' are mentioned in this module, this is understood to mean substantial non-compliance to the functional or technical specifications of the software, and, if the software is wholy or partly custom software, to the functional or technical specifications agreed in writing between the parties.
An error only exists if the client can demonstrate it and if it is reproducible.
The client is obliged to report errors to the supplier without delay.

5.4
If an acceptance test has been agreed, the test period is fourteen days after delivery or, if an installation to be carried out by the supplier has been agreed in writing, after completion of the installation. During the test period, the client is not entitled to use the software for productive or

for operational purposes. The client will perform the agreed acceptance test on the software with sufficiently qualified personnel and with sufficient scope and depth, and report the test results to the supplier in writing, in a clear and comprehensible manner.

5.5
If an acceptance test has been agreed, the client is obliged to test under its full and exclusive responsibility whether the delivered software meets the functional or technical specifications made known in writing by the supplier and also if the software concerns wholy or partly customized software. Unless otherwise agreed in writing, the assistance provided by the supplier in performing an acceptance test is entirely at the risk of the client.

5.6
The software shall be deemed to have been accepted between the parties:

a. if the parties have not agreed on an acceptance test upon delivery or, if an installation to be performed by the supplier has been agreed in writing, upon completion of the installation, or

b. if the parties have agreed on an acceptance test on the first day after the test period, or

c. if the supplier receives a test report as referred to in Article 5.7 before the end of the test period: at the moment that the errors mentioned in that test report have been repaired, without prejudice to the presence of imperfections that do not prevent acceptance according to Article 5.8. Contrary to this, if the client makes any use of it for productive or operational purposes before the moment of explicit acceptance, the software will be deemed to have been fully accepted from the start of that use.

5.7
If during the agreed acceptance test it appears that the software contains errors, the client will inform the supplier by means of a written and detailed test report about the errors. Supplier will do its best to rectify the errors within a reasonable period of time, whereby the supplier is entitled to apply workarounds, program bypasses, or problem-avoiding restrictions in the software.

5.8
Acceptance of the software may not be withheld on grounds that are not related with the specifications expressly agreed between the parties and, furthermore, not because of the existence of minor errors, i.e. errors that do not affect the operational or productive commissioning of the software, without the supplier's obligation to repair these minor errors in the context of the guarantee scheme of Article 9. Furthermore, acceptance should not be withheld due to subjective aspects such as aesthetic aspects and aspects related to the design of user interfaces.

5.9
If the software is delivered and tested in phases and/or parts, the non-acceptance of a certain phase and/or part, does not affect an earlier phase and/or a other part.

5.10
Acceptance of the software in one of the ways referred to in this article results in dischargement of the supplier for the fulfillment of its obligations regarding the provision and delivery of the software and, if applicable, also its obligations regarding the installation of the software.
Acceptance of the software does not affect the client's rights under Article 5.8 regarding minor defects and article 9 regarding warranty.

Duration of the agreement

6.1
The agreement to make the software available has been entered into for the duration agreed upon by the parties, or a duration of one year. The agreement commences on the day the software is made available to the client. The duration of the agreement is automatically renewed for the duration of the original period, unless client or supplier terminates the agreement in writing with a notice period of three months before the end of the relevant period.

6.2
Immediately after the end of the right to use the software, the client will return copies of the software to the supplier. If the parties have agreed that the client will destroy the copies concerned at the end of the agreement, the client will immediately notify the supplier in writing of such destruction. The supplier is at or after the end of the right of use not obliged to provide assistance to a data conversion desired by the client.

Right of use fee

7.1.
Unless otherwise agreed in writing, the right-of-use fee is due at the times agreed between the parties or, in the event of lack of an agreed time when the supplier takes care of installation of the software: upon delivery of the software or, in the event of periodically owed user right fees, upon delivery of the software and subsequently upon delivery commencement of each new term of use. If the parties have agreed that the supplier will take care of the installation of the software: upon completion of the installation of the software or, in the case of periodic right-of-use fees due, upon completion of the installation of the software and subsequently at the start of each new right of use term.

7.2
Unless otherwise agreed in writing, the supplier is not obliged to install and adjust the software. If, contrary to the foregoing, the supplier also performed installation work or work related to the adjustment of the software, the supplier may require the client to draw up a separate written agreement for this. Where appropriate, these performances will be paid separately at the usual rates of supplier.

Modifying the software

8.1
Unless otherwise agreed in writing and subject to exceptions provided by law, the client is not entitled to modify the software in whole or in part without prior written consent of the supplier. The supplier is always entitled to refuse permission or attach conditions to his consent, including conditions regarding the manner and quality of execution of the modifications desired by the client.

8.2
The client bears the full risk of all modifications made by third parties, whether or not with or on behalf of the client.

Guarantee

9.1
The supplier does not guarantee that the software made available to the client is suitable for the actual and/or intended use by the client. The supplier also does not guarantee that the software will work without interruption, errors or defects or that all errors and deficiencies are corrected.

9.2
The supplier will make every effort to correct errors in the software within the meaning of Article 5.3 of this module within a reasonable period of time if they occur within a period of three months after delivery, or, if an acceptance test has been agreed between the parties, within three months after acceptance and reported in writing. The recovery is performed free of charge, unless the software has been developed on behalf of the client other than for a fixed price, in which case the supplier will charge the costs of repair according to its usual rates.

The supplier may charge the costs of repair in accordance with its usual rates if there are user errors or from injudicious use by the client or other parties or if the errors in the execution of the agreed acceptance test could have been discovered.

The obligation to repair errors is cancelled if the client makes changes or has changes made to the software without the supplier's written permission, which permission will not be withheld on unreasonable grounds.

9.3
Correction of errors takes place at a location to be determined by the supplier. Supplier is always entitled to install workarounds or program bypasses or problem-avoiding restrictions into the software.

9.4
The supplier is never obliged to restore mutilated or lost data.

9.5
The supplier has no obligation to rectify errors that occur after the expiry of the provisions in Article 9.2 of this Agreement, the guarantee period referred to in the module, unless a separate maintenance agreement has been concluded that includes such an obligation to repair.

Confidentiality

The client acknowledges that the software is of a confidential nature and that this software contains trade secrets of the supplier, its suppliers and/or the producer of the software.

Maintenance agreement

If the client has no maintenance agreement with the supplier at the same time of signing the agreement to make the software available, the supplier is not obliged to enter into a maintenance agreement for that software at a later date.

Software from suppliers

If and insofar as the supplier makes third-party software available to the client, the (license) conditions of those third parties shall apply to that software, provided that the supplier has notified the client in writing, setting aside the provisions deviating therefrom. The client accepts the terms and conditions of third parties. These conditions are available for inspection by the client at the supplier and the supplier will send them to the client free of charge at his request. If and insofar as the terms and conditions of third parties are deemed inapplicable in the relationship between the client and the supplier for whatever reason or are declared inapplicable, the provisions of these general terms and conditions apply in full.

Additional Terms of Delivery applicable for Speedbooks Advanced customers (Cloud/hosting)

The Cloud Agreement is for a period of 3 years and then automatically renewed for 1 year. The notice period after 3 years is 1 month.

Speedbooks reserves the right to index the rates for Cloud.

In addition to the delivery conditions of Speedbooks, the conditions of Cloud provider Tendenz BV apply (see: Sales and delivery conditions - TendenZ)

Cloud provider Tendenz has concluded a sub-processor agreement with Speedbooks under Article 4, paragraph 7 of the General Data Protection Regulation (hereinafter: “GDPR”).

Module 2: Maintenance of Software, GDPR Terms

Applicability

A maintenance agreement is necessary for the proper functioning of the software and for compliance with the applicable provisions of the General Data Protection Regulation (GDPR) with regard to security and protection of personal data.

A valid service and update agreement or maintenance agreement is therefore required at all times to exercise the right to use the software.

Expired right of use software

Termination of the maintenance agreement by the client will automatically lead to termination of the agreement for making the software available by the supplier. Notwithstanding article 6.1 of module 1 of these terms and conditions, the right to use the software will expire on the effective date of termination of the maintenance agreement.

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