BlueDolphin Terms and Conditions 2026

1. Definitions

1.1. Access Tool: the combination of an access code and username that can be used to access BlueDolphin, or other information or means for the Customer and/or User to legitimately access BlueDolphin.

1.2. Agreement: the Order Form as agreed between the Parties, these general terms and conditions and other agreed arrangements, conditions and appendices.

1.3. AI Appendix: the appendix as published on the BlueDolphin website: https://info.bluedolphin.io/lp/artificial-intelligence-capabilities

1.4. AI Model: an algorithmic model or programme that makes inferences, correlations or predictions and/or generates output from the input data it receives using a variety of architectures, including but not limited to neural networks, deep learning, transformers, decision trees, support vector machines and k-nearest neighbour models.

1.5. AI Regulation: Regulation (EU) 2024/1689 of the European Union on artificial intelligence-based systems.

1.6. AI System: has the meaning as defined in Article 3(1) of the AI Regulation.

1.7. AI System Output: all output from the BlueDolphin AI, including output initiated by a user prompt.

1.8. BlueDolphin: the application that BlueDolphin develops and offers to its customers as a tool to gain insights into the functionality and efficiency of their IT landscapes and/or processes and which is made available to the Customer as Software as a Service (SaaS), including all updates, upgrades and modifications and the BlueDolphin AI, if applicable.

1.9. Customer: the organisation that has obtained a paid license from BlueDolphin for the use of BlueDolphin, as further described in this Agreement.

1.10. Customer Data: all data stored by the Customer in BlueDolphin, generally limited to data relating to descriptions of the Customer's IT landscape and how it supports business processes.

1.11. Order Form: the form agreed between the Parties, which describes the services BlueDolphin provides to the Customer and the fee for these services.

1.12. Party(ies): BlueDolphin and/or the Customer.

1.13. Service Levels: the service levels as shown on the BlueDolphin website, within this document.

1.14. Third-Party AI: means any third-party AI System or AI Model that is incorporated into or used as a basis for the BlueDolphin AI, or that is used in conjunction with the BlueDolphin AI, as applicable.

1.15. Training Data: has the meaning as defined in Article 3, paragraph 29, of the AI Regulation.

1.16. User: a person within the Customer's organisation with a registered account for the use of BlueDolphin, as detailed in the Order Form.

1.17. BlueDolphin AI: means the AI System(s) and/or AI Model(s) (including Third-Party AI, if applicable) made available to the Customer by BlueDolphin as described in the AI Appendix.

2. License for BlueDolphin and intellectual property

2.1. All intellectual property rights in or relating to BlueDolphin are vested in BlueDolphin and/or its licensors.

2.2. BlueDolphin grants the Customer a non-exclusive, non-transferable and non-sublicensable right to use BlueDolphin for the duration of the Agreement.

2.3. The right to use BlueDolphin extends to the functionalities purchased in accordance with the Order Form. The Customer cannot claim any right of use to functionalities that BlueDolphin has not made operationally available to all its customers. The Customer may not make BlueDolphin or parts thereof available or otherwise distribute it to third parties in any way, or publicly display, modify, adapt, copy and/or otherwise reproduce the application and the software on which it is based.

3. Customer Data

3.1. All Customer Data remains the property of the Customer at all times.

3.2. The Customer is responsible for the accuracy of the Customer Data entered and for its maintenance.

3.3. The Customer may request BlueDolphin to transfer the Customer Data at any time, but no later than 15 working days after termination of the Agreement (for whatever reason). Provided that the Customer has fulfilled all payment obligations, BlueDolphin will transfer the Customer Data to the Customer in a standard format, such as CSV or AMEFF, within 10 working days of receiving the request.

4. Availability of BlueDolphin

4.1. BlueDolphin is made available as software as a service and hosted by BlueDolphin in a cloud environment. The Customer is not entitled to receive (part of) the BlueDolphin software on a physical medium.

4.2. BlueDolphin is delivered 'as is', in its current state. BlueDolphin does not guarantee that BlueDolphin will function without errors, interruptions or malfunctions, or that the data contained therein will be fully protected, accurate or complete at all times. BlueDolphin will endeavour to correct any errors in BlueDolphin in accordance with the Service Levels. If there is reason to do so, BlueDolphin may postpone the rectification of defects until a new version of BlueDolphin has been put into use. BlueDolphin does not guarantee that defects in the software in BlueDolphin that it has not developed itself can and will be rectified. BlueDolphin has the right to install temporary solutions, workarounds in the software or problem-avoiding restrictions in BlueDolphin.

4.3. BlueDolphin is provided as a service and is subject to change, which may alter the functionality of the software. BlueDolphin is not obliged to maintain, modify or add specific features or functionalities of BlueDolphin for the Customer. If a functionality in BlueDolphin is no longer offered and/or maintained and no equivalent or better alternative is offered, BlueDolphin will inform the Customer of this in writing at least 1 (one) month prior to the phase-out. If the discontinuation concerns material functionality of BlueDolphin and the Customer's contract term at the time of notification is longer than the notification period, the Customer may terminate the Agreement in writing until the functionality in question is discontinued. In such a case, the Customer is entitled to a pro rata refund of any prepaid amounts.

4.4. BlueDolphin provides the following support services and service levels for BlueDolphin: **Up and downtime**

a. BlueDolphin applies an availability percentage of 99.5% on anannual basis for Users, measured as a rolling period of 12 months from the commencement of the Agreement. Unavailability or inaccessibility of BlueDolphin (downtime) does not count towards the calculation of the availability percentage if one or more of the following conditions are met:

i. downtime as a result of announced maintenance, emergencymaintenance to BlueDolphin or in connection with the release of new versions of BlueDolphin. BlueDolphin will endeavour to carry out the aforementioned work outside normal office hours as much as possible and to carry it out as quickly as reasonably possible;

ii. downtime resulting from malfunctions or interruptions incommunication lines, data connections and/or computer systems outside the data centre where BlueDolphin is hosted;

iii. downtime caused by software that does not belong to BlueDolphin; iv. downtime because third-party activities cause malfunctions or interruptions in BlueDolphin; or

v. downtime resulting from force majeure as defined in the Agreement.

b. BlueDolphin will inform the Customer about downtime as follows:
   i. about planned maintenance: at least 14 working days before thestart of such work and, where possible, stating an estimate of the impact on the accessibility of BlueDolphin;
   ii. about unplanned maintenance: as soon as possible in advance or,if advance notification is not possible, afterwards; and
   iii. about changes and additions to BlueDolphin, after an update has taken place.

Helpdesk

c. BlueDolphin provides the Customer with a helpdesk via email(support@bluedolphin.io), chat functionality and an online service desk portal. The helpdesk is available on working days, excluding nationally recognised public holidays, between 9:00 and 17:00 Dutch time. The following support or support with regard to the following topics is not included in the price of BlueDolphin and BlueDolphin will charge for this: i. on-site support; ii. use of BlueDolphin by the Customer in a manner that is not permitted under the Agreement;
   iii. problems with scripts developed by the Customer; iv. structural work, such as creating and maintaining links to sources and BI systems for reports;
   v. general internet or telecommunications problems, force majeure, events or other factors beyond BlueDolphin's reasonable control;
   vi. equipment, software, network connections or other infrastructure of the Customer;
   vii. training, consultancy or other services that have not beenexpressly agreed upon;
   viii. systems, actions or omissions of third parties.

d. When a helpdesk request is made, BlueDolphin will record the following information in order to process the request:
   i. description of the problem and the action that led to the problem, with screenshots if possible;
   ii. contact details of the User;iii. an indication of whether the report concerns a disruption, question, request or additional service.

e. Urgency levels are determined by BlueDolphin as follows, unless theParties jointly agree on an urgency level:
   i. Urgency level 1 – critical: when a critical malfunction occurs inBlueDolphin and/or BlueDolphin is completely unavailable to all Users. Work in BlueDolphin cannot be resumed in any other way.
   ii. Urgency level 2 – high: an important functionality ofBlueDolphin is not fully functional, available or is missing in such a way that normal use of BlueDolphin by Users is impeded, although the software is still available to Users. A workaround is not possible or is very cumbersome.
   iii. Urgency level 3 – normal: the reported incident has limited impact on the operation or availability of BlueDolphin or its functionalities, or a workaround is available for an incident of a higher urgency level. The incident has only limited consequences for end users.
   iv. Urgency level 4 – low: general questions, user questions andincidents that do not fall under the other urgency levels.
   v. Requests for additional services do not have an urgency level.BlueDolphin responds to these requests on a best-effort basis whenever possible.

f. BlueDolphin applies the following response times for malfunctionsduring standard office hours:
   i. Urgency level 1: initial response within 30 minutes after themalfunction has been reported to BlueDolphin.
   ii. Urgency level 2: initial response within 1 hour after themalfunction has been reported to BlueDolphin.
   iii. Urgency level 3: initial response within 2 hours after themalfunction has been reported to BlueDolphin.
   iv. Urgency level 4: initial response within 4 hours after themalfunction has been reported to BlueDolphin.

g. For incidents with urgency level 1, 24/7 support is available. Outside standard office hours, the helpdesk can be contacted for such cases on +31 30-7508954. In the event of misuse of the helpdesk, BlueDolphin may charge the Customer additional costs.

Backups

h. BlueDolphin makes the following backups of Customer Data:
   i. Daily: 5-day retention period;ii. Weekly: 4-week retention period; and iii. Monthly: 12-month retention period.

i. BlueDolphin charges the Customer a fee of EUR 1,000 for restoring a backup, unless the need to restore a backup is the result of BlueDolphin's actions or omissions.

Other

j. BlueDolphin can only provide the support services and Service Levels if the Customer cooperates with BlueDolphin and does not deny or otherwise restrict access to the Customer's BlueDolphin environment by BlueDolphin's support staff.

5. Access to BlueDolphin

5.1. BlueDolphin will provide the Customer with one Access Tool at an email address of an administrator of the Customer to be shared by the Customer. The Access Tool is strictly personal and cannot be transferred to anyone other than the Customer. The Access Tool is intended exclusively for use within the Customer's organisation. Using the Access Tool, the Customer can create and delete Access Tools for Users and manage permissions.

5.2. It is the Customer's responsibility to adequately secure the Access Tool in order to prevent unauthorised use. The Customer shall immediately notify BlueDolphin if it discovers or suspects that the Access Tool is being used in an unauthorised manner.

5.3. The Customer may request BlueDolphin to block the Access Tool, after which BlueDolphin will block the Access Tool without unreasonable delay and provide the Customer with a new Access Tool.

5.4. BlueDolphin also has the right at all times to block or change the Access Tool on its own initiative if BlueDolphin is aware of or has reasonable suspicion of unauthorised use of the Access Tool. In that case, BlueDolphin will inform the Customer without undue delay about the blocking or changing of the Access Tool and BlueDolphin will provide the Customer with a new Access Tool.

5.5. BlueDolphin is not liable for damage suffered by the Customer and/or third parties as a result of the blocking of the Access Tool.

5.6. BlueDolphin is not liable for damage or costs resulting from the use or misuse of Access Tool, unless the misuse is the direct result of intent or deliberate recklessness on the part of BlueDolphin's management.

6. Use of BlueDolphin

6.1. The Customer is responsible for implementing BlueDolphin and managing the environment. Use of BlueDolphin requires at least a computer with an adequate internet connection and a commonly used and up-to-date internet browser.

6.2. BlueDolphin makes no warranties, either express or implied, regarding the suitability of BlueDolphin for a particular purpose, its quality or its suitability for the Customer's specific needs. It is the Customer's responsibility to assess whether BlueDolphin is suitable for the intended purposes prior to entering into this Agreement.

6.3. When using BlueDolphin, the Customer shall protect its (peripheral) equipment, software, infrastructure and internet connection (and, where applicable, all of the aforementioned items belonging to its Users) against viruses, computer crime and (other) unauthorised use by User(s) and/or third parties.

6.4. When using BlueDolphin, the Customer shall not:

a. spread (computer) viruses or other files that could damage BlueDolphin or its proper functioning;

b. perform or cause to be performed any actions that may disrupt BlueDolphin, (computer) networks or infrastructures (of other Users) or that cause nuisance, limited use or unforeseen use (for other users);

c. infringe (or attempt to infringe) on the security of BlueDolphin (including hacking);

d. perform or omit actions that he knows or should reasonably haveforeseen could lead to the use of BlueDolphin in a manner that is punishable or unlawful towards BlueDolphin and/or third parties or infringes their (intellectual property) rights;

e. disclose, reproduce or otherwise use information and data providedby BlueDolphin in the context of BlueDolphin, other than for use in the context of the Agreement and within the Customer's internal business operations.

6.5. The Customer shall ensure that the User complies with the aboverestrictions and the other obligations arising from this Agreement.

6.6. If any of the aforementioned obligations are breached, the Customer andthe User(s) concerned shall be obliged to follow BlueDolphin's reasonable instructions in that regard.

6.7. BlueDolphin has the right to suspend the BlueDolphin service or blockaccess to BlueDolphin by deactivating the Access Tool if it has reasonable grounds to suspect that BlueDolphin and/or the Access Tool is being used by the Customer and/or a User in violation of the provisions of this Agreement. The Customer's payment obligation shall remain in force for as long as the BlueDolphin service or the Access Tool is suspended.

6.8. The Customer is not permitted to allow third parties to use BlueDolphin.

7. Special provisions regarding the use of BlueDolphin AI

7.1. The role of BlueDolphin under the AI Regulation is defined for each AI System in the AI Appendix.

7.2. The Customer shall:

a. provide BlueDolphin, at its first written request, with the reasonablesupport and information necessary to comply with legal obligations.

b. refrain from entering personal data into the BlueDolphin AI.

c. ensure that the data and information provided to the BlueDolphin AIare lawful.

d. use the BlueDolphin AI exclusively in accordance with the intended
use as described in the AI Appendix.

e. not make excessive or repetitive requests (which may result inthrottling) or cause significantly increased costs for BlueDolphin through excessive use of the BlueDolphin AI.

f. comply with the specific requirements that may apply to specific AI
systems, which are included in the AI Appendix.

7.3. BlueDolphin may make changes to the BlueDolphin AI if this isnecessary to comply with the requirements of the AI Regulation. Functionalities may be added, changed or phased out. Changes to the
BlueDolphin AI may also occur if a supplier makes changes to Third-Party AI. If a functionality of the BlueDolphin AI changes materially and to the detriment of the Customer, BlueDolphin will inform the Customer 30 days in advance and give the Customer the right to terminate the use of the BlueDolphin AI until the changes take effect, in which case the Customer will be refunded prepaid fees for the BlueDolphin AI on a pro rata basis.

7.4. The Customer is aware of the risks associated with the use of theBlueDolphin AI. BlueDolphin cannot be held liable for such risks, including, but not limited to: (i) hallucination of the BlueDolphin AI; (ii) varying or incorrect AI System Output; (iii) outdated information and/or changed circumstances; (iv) infringement of third-party intellectual property rights; (v) bias. The Customer must always verify the accuracy and suitability of the AI System Output before using it for any purpose.

7.5. BlueDolphin reserves the right to modify the AI Appendix if necessary toensure that the AI Appendix is an accurate representation of the BlueDolphin AI.

7.6. BlueDolphin may use all input data, AI System Output, user prompts orother materials entered by the Customer into the BlueDolphin AI for technical troubleshooting. BlueDolphin will treat such information as confidential and private.

7.7. BlueDolphin shall not use any input data, AI System Outputs, userprompts or other materials as inserted by Customer into the BlueDolphin AI as Training Data for training or fine-tuning the BlueDolphin AI, unless Customer has provided prior explicit written consent. Any such use shall require a separate written agreement or other explicit written approval by Customer, including the scope and purpose of such use. BlueDolphin will take reasonable measures to de-identify any approved Training Data. BlueDolphin shall not share Training Data with third parties.

8. Security and confidentiality

8.1. BlueDolphin treats Customer Data as confidential and has taken appropriate security measures to protect Customer Data, taking into account the state of the art, the sensitivity of the information and the costs associated with the security measures taken. A more detailed overview of the security measures BlueDolphin uses to protect BlueDolphin will be provided to the Customer upon request.

8.2. BlueDolphin does not guarantee that the information security provided will be effective under all circumstances. BlueDolphin is never obliged to restore damaged or lost data.

8.3. The Parties shall endeavour to keep all confidential information received from the other Party secret. The Party receiving this information shall only use it for the purpose for which it was provided. The Party providing the information shall remain the exclusive owner thereof at all times and it shall be returned to that Party upon first request, unless a legal provision prohibits this.

8.4. The Parties undertake to take all reasonable measures to ensure the confidentiality of confidential information received by them. The Parties shall comply with reasonable instructions from each other in this regard.

9. Fees and invoices

9.1. All fees, rates and costs charged by BlueDolphin are exclusive of VAT and exclusive of travel and accommodation costs.

9.2. The fees for services will be invoiced annually in advance by BlueDolphin to the Customer.

9.3. All work performed by BlueDolphin at the request of the Customer that falls outside the agreed services on the Order Form will only be charged separately to the Customer if agreed between the Parties.

9.4. The Customer must notify BlueDolphin of any objections to an invoice within two weeks of the invoice date, failing which the invoice will be deemed to have been accepted by the Customer.

9.5. Invoices must be paid within 30 days of the invoice date. If a payment term is exceeded, the Customer will be in default by operation of law without notice of default being required. In that case, BlueDolphin has the right to suspend its obligations and thus restrict or block access to or use of BlueDolphin. Interest of 1% per month is payable on the outstanding amount. Partial payments will first be used to settle the outstanding interest and then to pay outstanding invoice amounts. BlueDolphin may choose to charge a collection fee of 15% for extrajudicial collection costs or to charge the actual extrajudicial costs with a minimum of EUR 100.

9.6. Without prejudice to other legal remedies, if the Customer fails to pay or does not pay on time, BlueDolphin has the right to transfer the claim to third parties for collection. All judicial and extrajudicial costs are for the account of the Customer.

9.7. Each year, BlueDolphin will adjust all applicable fees and rates by 7% or the percentage of the Consumer Price Index of Statistics Netherlands applicable at that time, whichever percentage is higher.

10. Personal data

10.1. In order to deliver and make BlueDolphin available, BlueDolphin processes certain (personal) information relating to the Customer and its IT architecture and processes. BlueDolphin processes personal data as a controller in accordance with its privacy statement, available at https://www.bluedolphin.io/privacy-statement/.

11. Liability and indemnities

11.1. BlueDolphin's total liability for any attributable failure to perform the Agreement or on any other basis is limited to compensation for direct damage. BlueDolphin's liability for indirect damage, including but not limited to consequential damage, lost profit, lost savings, reduced goodwill, damage due to business interruption, damage as a result of third-party claims, corruption or loss of data, damage related to the use of third-party products, materials or software prescribed by the Customer to BlueDolphin, damage related to the use of suppliers prescribed by the Customer to BlueDolphin, damage caused by or resulting from incorrect or incomplete information provided by the Customer, is completely excluded.

11.2. The amount of BlueDolphin's liability is limited to the amount paid out by BlueDolphin's insurance for the case in question. If, for any reason, BlueDolphin's insurance does not pay out any compensation, the amount of BlueDolphin's liability per case, whereby a series of related events are considered to be one case, is limited to the total amount of compensation (excluding VAT) owed and paid by the Customer to BlueDolphin in the six months prior to the month in which the event causing the damage first occurred.

11.3. Under no circumstances shall BlueDolphin's total liability, on any grounds whatsoever, including liability for death, personal injury or material damage to property, exceed € 100,000.00 per year.

11.4. If the work performed by BlueDolphin is carried out on behalf of several legal entities, the limitations of liability referred to in this article with regard to the Agreement shall apply to all legal entities involved jointly.

11.5. The limitations of liability shall lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of BlueDolphin or its managerial staff.

11.6. The exclusions and limitations included in this article do not affect other limitations and exclusions included in this Agreement.

11.7. At the risk of forfeiting the right to compensation, the Customer must report the damage to BlueDolphin in writing within a period of 24 months after the claim arose, unless the Customer has filed a legal claim for compensation before this period expires.

11.8. If, according to the Agreement concluded between the Parties, the Customer consists of several natural persons and/or legal entities, each of these natural persons and/or legal entities is jointly and severally liable to BlueDolphin for the performance of the Agreement.

11.9. The Customer indemnifies BlueDolphin against all claims from third parties arising from or related to the Customer's use of BlueDolphin in breach of the Agreement.

11.10. The Customer indemnifies BlueDolphin against claims from third parties, including employees of BlueDolphin, who suffer damage in connection with the performance of the Agreement as a result of acts or omissions on the part of the Customer or unsafe situations within its organisation.

11.11. The provisions contained in this article and all other limitations and exclusions of liability in this Agreement also apply in favour of all natural persons and legal entities engaged by BlueDolphin in the performance of the Agreement.

12. Force majeure

12.1. Neither Party shall be obliged to fulfil any obligation under this Agreement, including any warranty obligation agreed between the Parties, if a Party is prevented from doing so as a result of force majeure.

12.2. Force majeure on the part of BlueDolphin includes, among other things: (i) force majeure on the part of BlueDolphin's suppliers, (ii) the failure of BlueDolphin's suppliers to properly fulfil their obligations, (iii) defects in goods, equipment, software or materials from third parties whose use by the Customer has been prescribed to BlueDolphin, (iv) government measures, (v) power failures, (vi) failures of the internet, data network or telecommunications facilities, (vii) war, (viii) strikes, (ix) embargoes, (x) government measures, (xi) general transport problems and (xii) epidemic or pandemic situations.

12.3. If a situation of force majeure lasts longer than sixty (60) days and the Agreement cannot be fulfilled as a result, each of the Parties has the right to terminate the Agreement in writing by means of a registered letter. Services already performed under the Agreement will be settled on a pro rata basis, without the Parties owing each other anything else.

13. Term of the Agreement

13.1. The Agreement shall enter into force on the date of signature by both Parties. The Customer shall ensure that it has the necessary facilities to use BlueDolphin after the Agreement has been concluded.

13.2. The Agreement is entered into for the term specified in the Order Form, in the absence of which the term will be 1 (one) year. After the initial term, the Agreement will be tacitly renewed for additional periods of one (1) year.

14. Termination and cancellation of the Agreement

14.1. The Customer and BlueDolphin may each terminate the Agreement in writing or reduce the services purchased as described in the Agreement at the end of the agreed term, subject to a notice period of at least two
(2) months.

14.2. Either Party may terminate the Agreement with immediate effect in writing if the other Party:

a. fails to fulfil an essential obligation under this Agreement, afterhaving been given written notice of default and the other Party has not fulfilled its obligations within a reasonable period of time, unless there is a permanent inability to fulfil its obligations;

b. becomes insolvent or bankruptcy proceedings are initiated against it;

c. applies for or is granted a (provisional) moratorium on payments;

d. ceases its business (almost) completely.

14.3. BlueDolphin has the right to terminate the Agreement with immediate effect in writing if the other Party transfers its business or substantial control thereof in whole or in part to a third party.

15. Consequences of termination

15.1. In the event of termination of the Agreement by BlueDolphin, BlueDolphin is not obliged to make any payment, compensation or damages to the Customer. BlueDolphin has the right to demand full payment and/or compensation as a result of the Customer's failure to comply with the Agreement.

15.2. Upon termination of the Agreement for any reason whatsoever, all licenses for the use of BlueDolphin shall lapse.

15.3. BlueDolphin is not subject to any (statutory) retention period with regard to the data entered by the Customer after termination of the Agreement, other than as expressly stated in this article. If the Customer has not indicated in good time in accordance with Article 3.3 that it wishes to receive a backup of the Customer Data, BlueDolphin shall be entitled and shall, without prejudice to the provisions of any applicable privacy policy and/or any applicable data processing agreement, permanently delete all Customer Data stored in BlueDolphin 30 (thirty) days after termination of the Agreement.

16. Applicable law and disputes

16.1. This Agreement and all disputes and claims arising from it shall be governed by and construed in accordance with Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) shall not apply.

16.2. All disputes between BlueDolphin and the Customer arising directly or indirectly from these Agreements shall be submitted exclusively to the competent court of Midden-Nederland, location Utrecht.

17. Other

17.1. By signing the Agreement, the Customer confirms that all information provided by the Customer to BlueDolphin is complete and correct.

17.2. BlueDolphin may unilaterally amend these BlueDolphin General Terms and Conditions. BlueDolphin will inform the Customer of the amended terms and conditions prior to their entry into force, no later than one month prior to their entry into force. If the new terms and conditions are materially disadvantageous to the Customer, the Customer has the right to terminate the Agreement until the new terms and conditions take effect by notifying BlueDolphin in writing. In that case, the Customer will receive a pro rata refund from BlueDolphin for any advance payments made.

17.3. The Customer is not permitted to transfer the rights and/or obligations under this Agreement, in whole or in part, to a third party. BlueDolphin has the right to sell, transfer or pledge its claims for payment or amounts due to a third party.

17.4. The Customer may not suspend any payment or set off any amounts owed to BlueDolphin.

17.5. Deviations from and additions to this Agreement are only valid if agreed in writing between the Parties.

17.6. If any provision of the Agreement is invalid or void, the remaining provisions of the Agreement shall remain in full force and effect. In such case, the Parties shall agree on new provisions to replace the invalid or void provisions.

17.7. If and insofar as a provision of an Agreement cannot be invoked on the grounds of reasonableness and fairness or its unreasonably onerous nature, the provision in question shall be given a meaning that is as similar as possible in terms of content and scope, so that it can be invoked.