

BlueDolphin Solutions 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 signed by both Parties, these general terms and conditions and other arrangements, conditions and appendices, all as mutually agreed upon in writing.
- 1.3. **AI Appendix:** the appendix as [published](#) on the BlueDolphin Solutions website.
- 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 System:** a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
- 1.6. **AI System Output:** all output from the BlueDolphin AI, including output initiated by a user prompt.
- 1.7. **BlueDolphin:** the application that BlueDolphin Solutions 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 ValueBlue AI, if applicable.
- 1.8. **Customer:** the organisation that has obtained a paid license from BlueDolphin Solutions for the use of BlueDolphin, as further described in this Agreement.
- 1.9. **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.
- 1.10. **Order Form:** the form agreed between the Parties, which describes the services BlueDolphin Solutions provides to the Customer and the fee for these services.
- 1.11. **Party(ies):** BlueDolphin Solutions Inc. ("BlueDolphin Solutions") and/or the Customer.
- 1.12. **Third-Party AI:** means any third-party AI System or AI Model that is incorporated into or used as a basis for the ValueBlue AI, or that is used in conjunction with the ValueBlue AI, as applicable.
- 1.13. **User:** a person within the Customer's organisation with a registered account for the use of BlueDolphin, as detailed in the Order Form.
- 1.14. **BlueDolphin AI:** means the AI System(s) and/or AI Model(s) (including Third-Party AI, if applicable) made available to the Customer by or on behalf of BlueDolphin Solutions as described in the AI Appendix.

2. License for BlueDolphin and intellectual property

- 2.1. All current and future intellectual property rights in or relating to BlueDolphin are vested in BlueDolphin Solutions and/or its licensors, This applies even if BlueDolphin and/or services have been specifically designed, developed or compiled for Customer.
- 2.2. BlueDolphin Solutions 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 Solutions 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. Right before or after termination of the Agreement, the Customer may request BlueDolphin Solutions by email to support@bluedolphin.ai to transfer the Customer Data at any time, but no later than 15 business days

after termination of the Agreement (for whatever reason). Provided that the Customer has fulfilled all payment obligations, BlueDolphin Solutions 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 Solutions or one or more of its affiliated companies 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 Solutions 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 Solutions will endeavour to correct any errors in BlueDolphin in accordance with the Service Levels. At its own discretion, BlueDolphin Solutions may postpone the rectification of defects until a new version of BlueDolphin has been put into use. BlueDolphin Solutions does not guarantee that defects in the software in BlueDolphin that it has not developed itself can and will be rectified. BlueDolphin Solutions 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 Solutions 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 Solutions 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 Solutions provides the following support services and service levels for BlueDolphin:
Up and downtime
 - a. BlueDolphin applies an availability percentage of 99.5% on an annual 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, emergency maintenance to BlueDolphin or in connection with the release of new versions of BlueDolphin. BlueDolphin Solutions 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 in communication 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 Solutions;
 - 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 Solutions will inform the Customer about downtime as follows:
 - i. about planned maintenance: at least 14 business days before the start 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.
 - c. BlueDolphin Solutions provides the Customer with a helpdesk via email (support@bluedolphin.ai), chat functionality and an online

service desk portal. The helpdesk is available on business days, excluding nationally recognised public holidays, between 9am and 5pm ET. The following support or support with regard to the following topics is not included in the BlueDolphin fees and BlueDolphin Solutions will charge separately 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 Solutions' reasonable control;
 - vi. equipment, software, network connections or other infrastructure of the Customer;
 - vii. training, consultancy or other services that have not been expressly agreed upon;
 - viii. systems, actions or omissions of third parties.
- d. When a helpdesk request is made, BlueDolphin Solutions 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 Solutions as follows, unless the Parties jointly agree on a different urgency level:
- i. Urgency level 1 – critical: when a critical malfunction occurs in BlueDolphin 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 of BlueDolphin 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 and incidents that do not fall under the other urgency levels.
 - v. Requests for additional services do not have an urgency level. BlueDolphin Solutions responds to these requests on a best-effort basis whenever possible.
- f. BlueDolphin Solutions applies the following response times for malfunctions during standard office hours:
- i. Urgency level 1: initial response within 30 minutes after the malfunction has been reported to BlueDolphin Solutions.
 - ii. Urgency level 2: initial response within 1 hour after the malfunction has been reported to BlueDolphin Solutions.
 - iii. Urgency level 3: initial response within 2 hours after the malfunction has been reported to BlueDolphin Solutions.
 - iv. Urgency level 4: initial response within 4 hours after the malfunction has been reported to BlueDolphin Solutions.
- 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 Solutions may charge the Customer additional costs.
- Backups**
- h. BlueDolphin Solutions 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 Solutions charges the Customer a fee of USD 1,000 for restoring a backup, unless the need to restore a backup is the result of BlueDolphin Solutions' actions or omissions.

Other

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

5. Access to BlueDolphin

- 5.1. BlueDolphin Solutions 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 Solutions if it discovers or suspects that the Access Tool is being used in an unauthorised manner.
- 5.3. The Customer may request BlueDolphin Solutions to block the Access Tool, after which BlueDolphin Solutions will block the Access Tool without unreasonable delay and provide the Customer with a new Access Tool.
- 5.4. BlueDolphin Solutions also has the right at all times to block or change the Access Tool on its own initiative if BlueDolphin Solutions is aware of or has reasonable suspicion of unauthorised use of the Access Tool. In that case, BlueDolphin Solutions will inform the Customer without undue delay about the blocking or changing of the Access Tool and BlueDolphin Solutions will provide the Customer with a new Access Tool, provided the unauthorised use of the Access Tool is not the result of Customer's negligent, misconduct or breach of the Agreement, and provided Customer fully cooperates with BlueDolphin Solutions' investigations into the unauthorised use of the Access, or the threat thereto.
- 5.5. BlueDolphin Solutions 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 Solutions is not liable for damage or costs resulting from the use or misuse of Access Tool, unless the misuse is the direct result of gross negligent or intentional misconduct by BlueDolphin Solutions' management.

6. Use of BlueDolphin. LIMITATION OF WARRANTY

- 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. LIMITATION OF WARRANTY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLUEDOLPHIN SOLUTIONS, ITS LICENSORS, THIRD PARTY SUPPLIERS AND AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS WITH RESPECT TO BLUEDOLPHIN AND/OR OTHER BLUEDOLPHIN SOLUTION'S SERVICES WHETHER EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, COMPATIBILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM BLUEDOLPHIN SOLUTIONS OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. BLUEDOLPHIN SPECIFICALLY
- 6.3. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SUITABILITY OF BLUEDOLPHIN FOR THE CUSTOMER'S SPECIFIC NEEDS. IT IS THE CUSTOMER'S RESPONSIBILITY TO ASSESS WHETHER BLUEDOLPHIN IS SUITABLE FOR THE CUSTOMER INTENDED PURPOSES PRIOR TO ENTERING INTO THE AGREEMENT.
- 6.4. 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.
- 6.5. 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 have foreseen could lead to the use of BlueDolphin in a manner that is punishable or unlawful towards BlueDolphin Solutions and/or third parties or infringes their (intellectual property) rights;
 - e. disclose, reproduce or otherwise use information and data provided by BlueDolphin Solutions in the context of BlueDolphin, other than for use in the context of the Agreement and within the Customer's internal business operations.
- 6.6. The Customer shall ensure that the User complies with the above restrictions and the other obligations arising from this Agreement.
- 6.7. If any of the aforementioned obligations are breached, the Customer and the User(s) concerned shall be obliged to follow BlueDolphin Solutions's reasonable instructions in that regard to mitigate damages.
- 6.8. BlueDolphin Solutions has the right to suspend the BlueDolphin service or block access 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.
- 6.9. The Customer is not permitted to allow third parties to use BlueDolphin.

7. Special provisions regarding the use of ValueBlue AI

- 7.1. The Customer shall:
- a. provide BlueDolphin Solutions, at its first written request, with the reasonable support and information necessary to comply with legal obligations.
 - b. refrain from entering personal data into the ValueBlue AI.
 - c. ensure that the data and information provided to the ValueBlue AI are lawful.
 - d. use the ValueBlue AI exclusively in accordance with the intended use as described in the AI Appendix.
 - e. not make excessive or repetitive requests (which may result in throttling) or cause significantly increased costs for BlueDolphin Solutions through excessive use of the ValueBlue AI.
 - f. comply with the specific requirements that may apply to specific AI systems, which are included in the AI Appendix.
- 7.2. BlueDolphin Solutions may make changes to the ValueBlue AI if this is necessary to comply with applicable statutory requirements. Functionalities may be added, changed or phased out. Changes to the ValueBlue AI may also occur if a supplier makes changes to Third-Party AI. If a functionality of the ValueBlue AI changes materially and to the detriment of the Customer, BlueDolphin Solutions will inform the Customer in writing 30 days in advance and give the Customer the right to terminate the use of the ValueBlue AI until the changes take effect, in which case the Customer will be refunded prepaid fees for the ValueBlue AI on a pro rata basis.
- 7.3. The Customer is aware of the risks associated with the use of the ValueBlue AI. BlueDolphin Solutions cannot be held liable for such risks, including, but not limited to: (i) hallucination of the ValueBlue 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.
- 7.4. BlueDolphin Solutions reserves the right to modify the AI Appendix if necessary to ensure that the AI Appendix is an accurate representation of the ValueBlue AI.
- 7.5. BlueDolphin Solutions may use all input data, AI System Output, user prompts or other materials entered by the Customer into the ValueBlue AI for technical troubleshooting. BlueDolphin Solutions will treat such information as confidential and private.
- 7.6. BlueDolphin Solutions may use all input data, AI System Output, user prompts or other materials entered by the Customer into the ValueBlue AI as training data for training and improving the ValueBlue AI. BlueDolphin Solutions will take reasonable measures to de-identify the training data. The Customer may object in writing to the use of its data for training and improvement purposes by means of a written (may be by email) notification to BlueDolphin Solutions. BlueDolphin Solutions will not share training data with third parties.

8. Security and confidentiality

- 8.1. BlueDolphin Solutions treats Customer Data as confidential and has taken various 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 Solutions uses to protect BlueDolphin will be provided to the Customer upon request.
- 8.2. BlueDolphin Solutions does not guarantee that the information security provided will be effective under all circumstances. BlueDolphin Solutions 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. Each Party agrees that it will restrict the circle of employees or third parties it retains who have access to the other Party's Confidential Information as much as possible and provide such access only on a need-to-know basis and after binding such employees and third parties to the same level of confidentiality as set forth in these Terms and Conditions.

9. Fees and invoices

- 9.1. All fees, rates and costs are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on BlueDolphin Solutions or Customer by any taxing authority (other than taxes imposed on BlueDolphin Solutions), related to Customer's order, unless Customer has provided BlueDolphin Solutions with an appropriate resale or sales tax exemption certificate, in which sales tax will not be added. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent increase to the costs to BlueDolphin Solutions of operating and making BlueDolphin available, whereby and to such an extent BlueDolphin Solutions is entitled to increase its fees, rates and costs accordingly and retro-actively.
- 9.2. All fees, rates and costs charged by BlueDolphin Solutions are exclusive of travel and accommodation costs.
- 9.3. The fees for services will be invoiced annually in advance by BlueDolphin Solutions to the Customer.
- 9.4. All work performed by BlueDolphin Solutions 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 in writing.
- 9.5. The Customer must notify BlueDolphin Solutions 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.
- 9.6. Invoices must be paid within 30 days of the invoice date. Where payment is not made within the terms set forth in this section, without prejudice to BlueDolphin Solutions' other rights, contractual interest shall be owed at a rate of 2% a month, or the highest rate allowed by law, if lower, with effect from the first day following expiration of the payment term referred to in this section; part of a month shall be considered a full month. In that case, BlueDolphin Solutions has the right to suspend its obligations and thus restrict or block access to or use of BlueDolphin. Payments made by Customer shall always be used first to meet all the interest and costs owed and subsequently for the settlement of claims under the Agreement which have remained outstanding for the longest period of time, even when Customer specifies that the payment relates to another claim.
- 9.7. Without prejudice to other legal remedies, if the Customer fails to pay or does not pay on time, BlueDolphin Solutions has the right to transfer the claim to third parties for collection. Customer will be liable for all judicial and extrajudicial collection costs, including reasonable attorney fees.
- 9.8. Each anniversary of the Agreement, BlueDolphin Solutions will adjust all applicable fees and rates by 7% or, if higher, the percentage increase of the Consumer Price Index, which shall be the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics (BLS) of the U.S. Department of Labor.

10. Personal data

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

10.1.

10.2. When using BlueDolphin, Customer shall comply with the applicable laws and regulations related to the protection, privacy and processing of (personal) data.

11. LIABILITY AND INDEMNITIES

11.1. BLUEDOLPHIN SOLUTIONS' TOTAL LIABILITY RESULTING FROM ANY FAILURE TO PERFORM THE AGREEMENT, FROM A BLUEDOLPHIN DEFECT (INCLUDING UNAVAILABILITY OF BLUEDOLPHIN), OR FROM THE RELATIONSHIP BETWEEN THE PARTIES, REGARDLESS WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR ON ANY OTHER BASIS, IS LIMITED TO COMPENSATION FOR DIRECT DAMAGE. BLUEDOLPHIN SOLUTIONS' LIABILITY FOR INDIRECT DAMAGE, CONSEQUENTIAL LOSS, LOSS OF PROFITS, LOST SAVINGS, REDUCED GOODWILL, LOSS DUE TO BUSINESS INTERRUPTION, LOSS AS A RESULT OF CLAIMS OF CUSTOMER'S CUSTOMERS, LOSS ARISING FROM THE USE OF PRODUCTS, MATERIALS OR SOFTWARE OF THIRD PARTIES PRESCRIBED BY CUSTOMER IS EXCLUDED. LIABILITY FOR CORRUPTION, DESTRUCTION OR LOSS OF DATA OR DOCUMENTS AND LOSS OR COSTS THAT ARE THE RESULT OF THE USE OR MISUSE OF ACCESS OR IDENTIFICATION CODES OR THE ACCESS TOOL IS ALSO EXCLUDED. ADDITIONALLY, LIABILITY FOR DAMAGES CAUSED BY OR RESULTING FROM INCORRECT OR INCOMPLETE INFORMATION PROVIDED BY THE CUSTOMER, IS COMPLETELY EXCLUDED.

11.2. BLUEDOLPHIN SOLUTIONS' AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND, IS LIMITED TO THE TOTAL AMOUNT OF COMPENSATION PAID BY THE CUSTOMER TO BLUEDOLPHIN SOLUTIONS IN THE SIX MONTHS PRIOR TO THE MONTH IN WHICH THE EVENT CAUSING THE DAMAGE FIRST OCCURRED.

11.3. IF THE WORK PERFORMED BY BLUEDOLPHIN SOLUTIONS 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.

11.4. THE EXCLUSIONS AND LIMITATIONS INCLUDED IN THIS ARTICLE DO NOT AFFECT OTHER LIMITATIONS AND EXCLUSIONS INCLUDED IN THIS AGREEMENT.

11.5. ANY CAUSE OF ACTION AGAINST BLUEDOLPHIN SOLUTIONS, REGARDLESS WHETHER IN CONTRACT, TORT OR OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

11.6. IF, ACCORDING TO THE AGREEMENT, 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 SOLUTIONS FOR THE PERFORMANCE OF THE AGREEMENT.

11.7. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD BLUEDOLPHIN SOLUTIONS, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, PENALTIES, LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF THE USE OF BLUEDOLPHIN OR BREACH OF THIS AGREEMENT, BY CUSTOMER OR USERS.

11.8. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD BLUEDOLPHIN SOLUTIONS, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND THREATENED CLAIMS BY ANY THIRD PARTY, INCLUDING USERS OR EMPLOYEES OF CUSTOMER ARISING OUT OF, UNDER OR IN CONNECTION WITH (1) THE DEATH OR BODILY INJURY OF ANY THIRD PARTY, INCLUDING ANY AGENT, EMPLOYEE, CUSTOMER OF CUSTOMER, BUSINESS INVITEE OR BUSINESS VISITOR OF CUSTOMER, OR, (2) THE DAMAGE, LOSS OR DESTRUCTION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY AT CUSTOMER'S PREMISES, BOTH ONLY TO THE EXTENT THAT SUCH WAS NOT A RESULT OF GROSS

NEGLIGENCE BY BLUEDOLPHIN SOLUTIONS OR ITS PERSONNEL. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THE LIMITATIONS OF LIABILITY, RELEASES, AND INDEMNITIES SET FORTH IN THE AGREEMENT SHALL APPLY NOT ONLY TO THE SIGNATORY PARTIES BUT ALSO TO THEIR RESPECTIVE (I) PAST, PRESENT, AND FUTURE DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "NATURAL PERSONS"); AND (II) PARENTS, SUBSIDIARIES, AND AFFILIATED LEGAL ENTITIES, AS WELL AS ANY SUB-CONTRACTORS OR THIRD-PARTY VENDORS ENGAGED BY A PARTY TO PERFORM SERVICES RELATED TO THE AGREEMENT (COLLECTIVELY, "AFFILIATED ENTITIES").

11.9. EACH PARTY HEREBY ACKNOWLEDGES AND AGREES THAT THE NATURAL PERSONS AND AFFILIATED ENTITIES OF THE OTHER PARTY ARE INTENDED THIRD-PARTY BENEFICIARIES OF THE LIABILITY PROTECTIONS CONTAINED HEREIN. ACCORDINGLY, NO NATURAL PERSON OR AFFILIATED ENTITY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNT IN EXCESS OF THE LIMITATIONS SET FORTH IN THIS AGREEMENT, AND SUCH INDIVIDUALS AND ENTITIES SHALL HAVE THE RIGHT TO ENFORCE THIS PROVISION DIRECTLY AGAINST THE OTHER PARTY AS IF THEY WERE A PRIMARY SIGNATORY HERETO.

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. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any event beyond such Party's reasonable control, which by its nature could not have been foreseen by such Party, or, if it could have been foreseen, was unavoidable, including without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics or pandemics, including Covid19 related causes, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions, whether or not related to Covid19 or any other pandemic; (e) embargoes or blockades in effect on or after the effective date of the Agreement; (f) national or regional emergency; (g) power outages or shortages, internet, data network or telecommunication failures, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; (h) defects in items, equipment, software or materials of third parties the use of which was prescribed to ValueBlue by Customer; and (h) other events beyond the reasonable control of Parties. Either Party will notify the other Party promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

12.3. Additionally, force majeure on the part of BlueDolphin Solutions includes (i) force majeure on the part of BlueDolphin Solutions's suppliers, (ii) the failure of BlueDolphin Solutions'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 Solutions. Force majeure does not apply to payment obligations under the Agreement.

12.4. 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 become effective as set forth in the Order Form. 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, unless terminated as set forth in the Agreement.

14. Termination and cancellation of the Agreement

14.1. The Customer and BlueDolphin Solutions may each terminate the Agreement in writing or reduce the services purchased as described in the

Agreement, with an effective termination date of the last day of the term set forth in the Order Form, or the last day of the then current renewal term, if any, 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. is in default with the performance of a material obligation under the Agreement, and such default is not remedied within thirty (30) days of written notice of the default;
 - b. fails to fulfil an essential obligation under this Agreement, after having 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;
 - c. becomes insolvent or bankruptcy proceedings are initiated against it;
 - d. applies for or is granted a (provisional) moratorium on payments;
 - e. ceases to conduct all (or substantially all) of its business.
- 14.3. BlueDolphin Solutions has the right to terminate the Agreement with immediate effect in writing if Customer transfers its business or substantial control thereof in whole or in part to a third party, or if Customer fails to make payments of any amount due.

15. Consequences of termination

- 15.1. In the event of termination of the Agreement by BlueDolphin Solutions, BlueDolphin Solutions is not obliged to make any payment, compensation or damages to the Customer. BlueDolphin Solutions 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 Solutions 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 timely in accordance with Article 3.3 that it wishes to receive a backup of the Customer Data, BlueDolphin Solutions 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. Unless otherwise stated in writing, this Agreement and any and all agreements between Parties shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding conflict of laws principles, and without giving effect to the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.2. All disputes and controversies arising out of or relating to the Agreement, or the relationship of the Parties shall be finally and bindingly resolved under the International Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The language of the arbitration shall be English. Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction.

17. Miscellaneous

- 17.1. Customer warrants the accuracy, completeness and reliability of the information and documentation it provided to BlueDolphin Solutions, even if it originates with or is acquired from third parties, and BlueDolphin Solutions may rely on the accuracy thereof.
- 17.2. BlueDolphin Solutions reserves the right to amend these terms and conditions at any time. New or amended general terms and conditions shall be applicable upon thirty (30) days notice to Customer.
- 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 Solutions 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 Solutions.
- 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 found to be unenforceable due to its being unreasonable or unfairly burdensome, it will be interpreted with a meaning that most closely reflects its original intent while remaining legally valid.