

Breakfast GMG B.V. – TERMS & CONDITIONS

1 Definitions

- 1.1 Capitalised terms used in these T&C's , whether in the singular or the plural, are defined as follows:

<i>Agreement:</i>	the entire agreement between Parties regarding the Service provision, including Breakfast's offer or quotation, these T&C's , any service level agreement and/or data processing agreement entered into between the Parties and any other documents setting out arrangements about the Services to be provided;
<i>Annex:</i>	annex to these T&C's containing specific provisions regarding the Services to be provided;
<i>Breakfast:</i>	Breakfast GMG B.V.;
<i>Client:</i>	the natural or legal person who has concluded or will conclude an Agreement with Breakfast;
<i>IP Rights:</i>	all intellectual property and associated rights, such as but not limited to copyrights, trademark rights, patent rights, design rights, trade name rights, rights to domain names, database rights and related rights, as well as rights to know-how and any performance on a par with such rights;
<i>Parties:</i>	Breakfast and Client;
<i>Personal Data:</i>	any information relating to an identified or identifiable natural person, as referred to in Article 4(1) of the General Data Protection Regulation.
<i>Services:</i>	the services to be provided by Breakfast to the Client under the Agreement, including, if applicable, results of services;
<i>T&C's:</i>	these terms and conditions of Breakfast, including all applicable Annexes;

2 General

- 2.1 These T&C's apply to and form an integral part of all Agreements concluded between Parties. The specific Annex(es) to these T&C's that Breakfast provides to the Client also apply.

- 2.2 Where these T&C's state that an action must be in writing, this will also be understood to mean by email.
- 2.3 Derogations from these T&C's are only valid if explicitly agreed in writing by Parties and only apply to the specific Agreement for which they have been agreed.
- 2.4 Any purchase or other terms and conditions used by the Client will not apply to the Agreement unless the Parties have explicitly agreed otherwise in writing. In the latter case, these T&C's will at all times prevail over any purchase or other terms and conditions used by the Client.
- 2.5 If these T&C's have already applied to a legal relationship between Parties, the Client will be deemed to have agreed in advance to the applicability of these T&C's to Agreements concluded and to be concluded thereafter.
- 2.6 If and insofar as any provision of these T&C's is declared null and void or is annulled, the other provisions of these T&C's will remain in full force and effect. In that case, the Parties will consult on a new provision to replace the void/annulled provision, observing the purport of the void/annulled provision as closely as possible.
- 2.7 If there is a conflict between provisions of the various documents making up the Agreement and these T&C's, the order of precedence of the documents concerned will be as follows:
- i. offer or quotation
 - ii. data processing agreement (if applicable)
 - iii. service level agreement (if applicable)
 - iv. Annexes to the T&C's
 - v. T&C's
 - vi. other documents (if applicable)
- 2.8 Electronic communications between the Parties will be deemed to have been received on the day of transmission, unless evidence to the contrary is provided.

3 Quotations and conclusion of an Agreement

- 3.1 Quotations and other offers made by Breakfast are without obligation and Breakfast may revoke them within a reasonable period after they have been accepted.
- 3.2 A quotation or offer ceases to have effect four weeks after it was provided to Client it unless otherwise indicated in writing.
- 3.3 The Client guarantees the accuracy and completeness of the data provided by or on behalf of the Client to Breakfast and on which Breakfast bases its offer. If this information proves to be incorrect or incomplete, Breakfast has the right to change, terminate or rescind the offer or the Agreement already concluded.
- 3.4 An Agreement is concluded upon the Client's acceptance, in writing or otherwise, of an unmodified valid quotation and/or offer from Breakfast. If an Agreement is accepted verbally, Breakfast may demand written confirmation before starting to perform it.

4 Performance of the Agreement and delivery

- 4.1 Breakfast will perform the Agreement to the best of its knowledge and abilities in accordance with the standards of good workmanship and based on the current state of the art. The nature of the Agreement to be concluded between Parties is that of a best-efforts obligation, unless and insofar as Breakfast has explicitly committed to a result in the written Agreement and that result is furthermore sufficient specified in the Agreement. Service level arrangements, if any, will always be agreed in writing in a separate service level agreement.
- 4.2 In the Agreement, the Parties will determine the delivery periods and dates as well as the place and way the Services are to be delivered and/or completed. The time taken to complete an order depends on various factors and circumstances, such as the availability and quality of the data and information provided by the Client, as well as the cooperation of the Client and of relevant third parties. Accordingly, such times to completion are not strict deadlines unless the Parties explicitly agree otherwise in writing. If any delivery or other period is or is at risk of being exceeded, the Parties will consult with each other as soon as possible to take appropriate measures.
- 4.3 If it has been agreed that the Agreement will be performed in phases, Breakfast may postpone providing the Services corresponding to a subsequent phase until the Client has given its written approval of the results of the preceding phase.
- 4.4 Breakfast is not obliged to adhere to instructions that alter or supplement the content or scope of the agreed Services; if it does adhere to such instructions, the work involved will be paid for in accordance with Article 6 of these T&C's
- 4.5 Breakfast may have the Agreement performed, wholly or in part, by third parties, or to engage third parties in the performance of the Agreement (e.g. freelance professionals). In that case, Breakfast will remain responsible to the Client for the correct and timely performance of the Agreement. Consequently, in the event of errors made by such third parties, Breakfast will be liable as though it had made the errors itself.
- 4.6 Services will be deemed accepted between the Parties if the Client has not issued a detailed written substantiation of why it does not accept them within five (5) working days of those Services having been delivered. If they are not accepted, Breakfast will replace or modify the Services within a reasonable time. If the Client does not accept the Services a second time either, the Parties will complete the acceptance procedure again. This procedure will be repeated every time that the Client, during the repeated acceptance test, provides substantiation for its refusal to accept the Services.
- 4.7 In addition to Article 4.6, if after a reasonable number of renewed attempts (i.e. at least two) either Party no longer considers further modifications to the Services to be useful, that Party has the right to terminate the Agreement. In that case, the Services already delivered will be settled *pro rata* to the extent that they represent an independent value. After terminating the Agreement, the Client will no longer have the right to use the rejected Services.
- 4.8 The risk of loss, theft, of embezzlement of or damage to items, products, information/data, documents or programs created or used in performing the Agreement passes to the Client when they are placed in the actual control of the Client or an assistant of the Client.

5 Prices and payment terms

- 5.1 All prices are stated in euro and are exclusive of value added tax (VAT) and other government levies unless stated otherwise.
- 5.2 Unless explicitly agreed otherwise, Breakfast's price indications, budgets and/or pre-calculations are solely indicative, and no rights or expectations can be derived from them. Breakfast is only obliged to notify the Client if an advance calculation or estimate is exceeded if the Parties have agreed that it will do so.
- 5.3 All invoices are payable by the Client in accordance with the payment terms stated on the invoice. In the absence of a specific arrangement, payment by the Client is due within fourteen (14) days of the invoice date.
- 5.4 If the Client does not pay the amounts due on time, it will owe statutory interest on the outstanding amount without any demand or notice of default being required. If after having been sent a reminder or notice of default the Client continues to be in default, Breakfast may pass on to debt for collection, in which case the Client will be obliged to pay, in addition to the total amount then owed, all judicial and extrajudicial costs, including the costs of collection agencies, lawyers, legal advisers and other external experts.
- 5.5 If the Client fails to meet its payment obligation, Breakfast may halt delivery of any Services still in its control until the Client does meet its payment obligation, regardless of whether the payment arrears relate to the Services still in the control of Breakfast.
- 5.6 Breakfast is entitled to increase the prices for its Services each year, effective 1 January, in accordance with the price index for the previous calendar year published by Statistics Netherlands (Consumer Price Index "All Households"), plus a maximum of five percent (5%). Breakfast is entitled to implement the price increase at a later date if it sees fit to do so from an administrative point of view. Any such change shall be communicated in writing at latest 1 month prior to January 1st (December 1st).
- 5.7 Comments or complaints about invoices, bills and expense statements must be made in writing within fourteen (14) days after receipt of the relevant invoice, bill or expense statement, failing which they will be deemed to have been accepted. Such complaints do not suspend the obligation to pay.
- 5.8 Breakfast is entitled to invoice the Client on an interim basis and/or on the basis of advance payments, to set off invoices, or to demand security for performance by the Client.
- 5.9 The Client agrees to receiving invoices electronically from Breakfast.

6 Changes to the order / additional work

- 6.1 The Client accepts that the time scheduling of the Agreement may be affected if the scope of the Agreement is increased and/or modified in the interim. Breakfast will notify the Client as soon as possible if such interim change affects the agreed fee.
- 6.2 If, further to the modification of the Agreement, Breakfast needs to perform additional work due to additional requests or wishes from the Client, the Client will be charged this work based

on subsequent calculation at the then applicable rates, unless explicitly agreed otherwise in writing.

- 6.3 Breakfast will notify the Client in any case of additional work. In that event the Parties will mutually agree the measures to be taken.

7 Client's obligations

- 7.1 The Client must ensure that all data and/or information which Breakfast indicates is/are necessary or which the Client should reasonably understand to be necessary for the performance of the Agreement, including information regarding laws and regulations specific to the Client's industry which Breakfast must comply with, are provided to Breakfast in a timely manner and agrees to provide all cooperation Breakfast may request.
- 7.2 If information required for the performance of the Agreement is not provided to Breakfast in time, Breakfast may suspend its performance of the Agreement and/or charge the Client any additional costs resulting from the delay, in accordance with the then applicable usual rates.
- 7.3 The Client is responsible for any usernames and/or passwords provided by Breakfast in the context of the Agreement and is fully and independently liable for any abuse made of them, unless such abuse is the result of intent or deliberate recklessness on the part of Breakfast.
- 7.4 The Client may not disclose any usernames and/or passwords provided by Breakfast in the context of the Agreement to third parties without Breakfast's consent.

8 Termination/premature termination and its consequences

- 8.1 An Agreement goes into effect on the date referred to in Article 3.4 unless a different start date is specified in the written Agreement and will remain in force for the period agreed between the Parties in writing. Unless explicitly agreed otherwise, the Parties may not terminate an Agreement concluded for a definite period of time, prematurely. Parties may terminate an Agreement concluded for an indefinite period of time with a notice 3 (three) months in advance.
- 8.2 A continuing performance contract will always be tacitly renewed at the end of its term for the same duration as the original term, unless the Parties have explicitly agreed otherwise.
- 8.3 Either Party may terminate the Agreement wholly or in part if the other Party is declared bankrupt, is granted a moratorium, or if its business is halted or liquidated other than for the purpose of reconstruction or a merger of companies. In addition, Breakfast may terminate the Agreement if the decisive control of the Client's business changes.
- 8.4 The Agreement may only be terminated for breach of contract upon giving detailed written notice of default, allowing a reasonable period for rectifying the breach, unless otherwise specified in these T&C's, the Agreement or otherwise prescribed by law.
- 8.5 If the Agreement is terminated, there will be no reversal or cancellation of anything already completed or delivered by Breakfast or of the associated obligation to make payment, unless

the Client proves that Breakfast is in breach of contract in respect of any material component of that performance. All amounts invoiced by Breakfast for work already properly completed or delivered under the Agreement before it is terminated, will remain due in full, subject to the provisions of the previous sentence, and will become immediately payable on the date of termination.

- 8.6 If the Agreement is terminated or cancelled, all rights granted to the Client will lapse. The Client will in that event no longer be entitled to use the Service.
- 8.7 Any clauses which in view of their nature are intended to continue to apply after the Agreement ends will remain in full force and effect after it ends.

9 IP Rights

- 9.1 Unless otherwise provided in the Agreement, all IP Rights attached to the Services provided under the Agreement and to any other materials or information provided by Breakfast will remain exclusively in Breakfast and/or its licensors.
- 9.2 Nothing in the Agreement implies an assignment of IP Rights. The Client will obtain a non-exclusive, perpetual and non-transferable right to use the Services for the purposes and on the terms and conditions set out in the Agreement.
- 9.3 The Client may not remove or tamper with any proprietary notices regarding the IP Rights included in the results of Services.
- 9.4 Breakfast explicitly does not waive its personality rights as referred to in Article 25 of the Dutch Copyright Act (*Auteurswet*).
- 9.5 Breakfast may use the Services and the materials used for performing the Agreement, such as designs, drawings, films, software, electronic and other files, reports, formats and interviews, for its own promotional and/or publicity purposes unless otherwise provided in the Agreement.
- 9.6 Breakfast reserves the right to implement technical protection measures in the Services. The Client may not circumvent these technical protection measures or provide any means intended for that purpose.

10 Privacy

- 10.1 If, in the context of providing the Services, Breakfast needs to process Personal Data of the Client's customers, Breakfast is to be considered as the "processor" and the Client as the "controller" within the meaning of the General Data Protection Regulation.
- 10.2 In accordance with Article 28(3) of the General Data Protection Regulation, the Client and Breakfast will enter into a data processing agreement governing Breakfast's processing of Personal Data based on the relevant regulations.

11 Confidentiality

- 11.1 The Parties will treat all information they obtain from each other in any form whatsoever, whether written, oral, electronic or tangible, including but not limited to software, source code, programs, applications, customer data, know-how, technical specifications and documentation ("Confidential Information"), as strictly confidential and keep it secret.
- 11.2 The Parties will use the Confidential Information solely for the purposes for which it was provided, and, in that regard, they will exercise at least the same duty of care and safeguards that apply to their own internal confidential information. The Parties will only disclose the Confidential Information to employees insofar as is necessary to perform the Agreement.
- 11.3 The obligations to treat the Confidential Information confidentially do not apply to the extent that the Party which has received information is able to demonstrate that it:
- (i) was already known to that Party when it received it;
 - (ii) was already publicly known at the time when the Party received it;
 - (iii) became publicly known after that Party received it without the fault of that Party;
 - (iv) was lawfully obtained from a third party together with the right to disclose it free from any obligation of confidentiality;
 - (vi) was publicly disclosed with the approval of the Party that provided it.
- 11.4 If the receiving Party receives an order from a competent authority to surrender Confidential Information, it will be entitled to do so. However, the receiving Party will be obliged to inform the providing Party of that order as soon as possible, unless the order or the law explicitly prohibits this. If the providing Party takes measures against the order (e.g. by instituting interim relief proceedings), the receiving Party will, to the extent legally possible, await a decision on such measures before surrendering any Confidential Information.
- 11.5 During the term of the Agreement and for 1 (one) year after it ends, the Client shall not be entitled to employ, the Breakfasts employees who are or have been involved in the performance of the Agreement or otherwise have them work for it, either directly or indirectly, without prior consent. This includes freelance professionals.
- 11.6 In the event of infringement of the provisions of Article 11.5 by the Client, the Client will owe an immediately payable fine of EUR 25,000 (twenty-five thousand) per infringement, without prior notice of default being required and this without prejudice to the right of the other Party to claim full compensation for the damage it has suffered as a result of the infringement.

12 Liability

- 12.1 Breakfast's liability for damage or other claims due to an imputable failure to perform its obligations (including any agreed warranty obligations) and/or due to an unlawful act is limited to the compensation of direct damage suffered by the Client up to the amount paid by Breakfast's insurer in the relevant event. If Breakfast's insurer does not pay out, Breakfast's liability will be limited to the fee stipulated for the performance of the Agreement or, in the

case of continuing performance contracts, the fee stipulated for one year with a maximum of EUR 500.000 (five hundred thousand euros).

12.2 Direct damage is exclusively taken to mean:

- i) reasonable costs that the Client would have to incur to have Breakfast's performance comply with the Agreement; this alternative damage will not be paid, however, if the Agreement is terminated by the Client or at its demand;
- ii) reasonable costs incurred by the Client to keep its old system(s) operational longer and for making related provisions due to Breakfast not having delivered the Services by the latest binding delivery date, less any amount saved as a result of the delayed delivery;
- iii) reasonable costs incurred to determine the cause and the scope of the damage, to the extent that this determination relates to direct damage within the meaning of these T&C's ;
- iv) reasonable costs incurred to prevent or mitigate the damage, provided that the Client demonstrates that these costs have resulted in mitigation of the direct damage within the meaning of these T&C's .

12.3 Any liability on the part of Breakfast for anything other than direct damage ("indirect damage"), including but not limited to consequential damage, loss of and/or damage to data, loss of profit or loss of turnover, is excluded.

12.4 The limitations specified in the foregoing paragraphs of this article do not apply if and insofar as the damage is the result of intent or deliberate recklessness on the part of Breakfast or its management ("contributory negligence").

12.5 In all instances, Breakfast will only be liable for attributable failure to perform the Agreement if it is immediately and properly held in default in writing by the Client, allowing a reasonable time to rectify the failure and Breakfast continues to be in default after that period as well, except in instances of an ongoing imputable failure. The notice of default must contain an as full and detailed description of the failure as possible, to enable Breakfast to adequately respond.

12.6 A precondition for any right to compensation is always that the Client must notify Breakfast in writing of the damage as soon as possible after it occurs. All claims for compensation against Breakfast lapse 12 (twelve) months after they arise.

12.7 The Client bears the entire risk and responsibility for its use of the Services. Breakfast does not accept any liability for the Client's use of the Services. The Client agrees to indemnify Breakfast against any third- party claims arising from its use of the Services.

13 Force Majeure

13.1 The Parties will not be deemed to be in breach of contract in the event of force majeure.

13.2 Force majeure includes but is not limited to interruptions in the supply of electricity, strikes, riots, government measures, fire, natural disasters, floods, failures by the Parties' suppliers, failures by third parties engaged by the Parties, breakdowns in internet connections, hardware failures, breakdowns in telecommunications networks and other unforeseen circumstances.

13.3 If the situation of force majeure continues for at least 30 (thirty) days, the Parties will be entitled to terminate the Agreement without owing any damages or compensation because of the termination.

- 13.4 If Breakfast is still able to partially perform, or has partially performed, during an event of force majeure, it will be entitled to do so and charge this performance separately as if it were a separate Agreement.

14 Assignment of rights and obligations

- 14.1 Each Party may only license (or sub-license) and/or assign their rights and obligations under an Agreement to third parties if the other Party consents to this in writing.
- 14.2 In derogation of the foregoing provision, Breakfast may assign its rights and obligations under the Agreement to a parent company, subsidiary, or sister entity or to a third party that takes over the relevant business activities from Breakfast without requiring the Client's consent or cooperation.

15 Settlement and mediation

- 14.3 If the Parties fail to satisfactorily resolve a dispute, they agree to submit the dispute, before having recourse to the courts, to duly authorised representatives of the Parties to explore the possibilities of a settlement, or to an independent mediator for mediation.

16 Applicable law and competent court

- 14.4 These T&C's are governed solely by Dutch law.
- 14.5 The application of the Vienna Sales Convention is explicitly excluded.
- 14.6 Any disputes that arise between Parties within the context of or in connection with these T&C's will be submitted to the competent court in the district where Breakfast has its registered office.

ANNEX A: CONSULTANCY

1 Applicability

- 1.1 The provisions of this Annex apply, in addition to the general provisions of the T&C's, if the Client purchases consultancy and/or training Services or hires professionals on an hourly basis from Breakfast ("Consultancy Services").

2 Consultancy Services

- 2.1 All Consultancy Services provided by Breakfast will be carried out in accordance with and subject to the terms and conditions of the Agreement.
- 2.2 Breakfast will take every possible care to protect the Client's interests when performing the Consultancy Services. In particular, Breakfast will ensure the confidentiality of all data and information provided by the Client to Breakfast in the context of the Agreement.
- 2.3 If the Agreement provides for the provision of Consultancy Services by a specific person, Breakfast will always be entitled to replace this person with one or more other equally qualified persons.
- 2.4 If the Consultancy Services are to be provided on site at the Client's, the Client will provide an adequate and safe workplace. The Client will ensure that Breakfast's employees are informed of any local health and safety regulations.
- 2.5 The Client will ensure that its employees and other independent contractors fully cooperate with Breakfast and its employees in connection with the provision of Consultancy Services and will provide them with all information they may reasonably require to properly perform the Consultancy Services.

3 Rates and working hours

- 3.1 If the Agreement is based on a certain number of hours of Consultancy Services, Breakfast takes 8 hour days as basis. The Client will reimburse Breakfast all travel and other expenses incurred outside of the Netherlands, if applicable, in providing these Services.
- 3.2 The Client may also purchase training from Breakfast (scheduled classes at an establishment of Breakfast or on site at the Client's), against the rates and on days to be mutually agreed in the Agreement. If a training course is provided on site at the Client's, the Client will be responsible for providing a suitable room, catering and the required technical and other facilities.

ANNEX B: HOSTING

1 Applicability

- 1.1 The provisions of this Annex apply, in addition to the general provisions of the T&C's , if Breakfast stores and transmits information through a communications network and/or provides access to a communications network on the Client's instructions ("Hosting Services").

2 Hosting Services

- 2.1 When using the Services, the Client is responsible for maintaining modern, up-to-date hardware (aside from the hardware deployed by Breakfast for the Services if applicable) as well as for an adequate internet connection.
- 2.2 Breakfast will use its best efforts to ensure that the Hosting Services can be used free of disruptions as much as possible, but cannot give any guarantees in this regard, unless explicitly stipulated otherwise in a separate service level agreement.
- 2.3 If the Client terminates the Agreement or the Agreement ends in any other manner, Breakfast will, at the Client's request, provide reasonable cooperation in transferring the Hosting Services to a third party (to the extent technically and practically possible), at Breakfast's applicable rates, provided that the Client has fulfilled all its payment and other obligations under the Agreement.
- 2.4 If the authorised amount of data traffic and disk space is exceeded, Breakfast will be entitled, without further notice, to charge reasonable additional costs or to limit the use of the Services. Breakfast will not be liable if the Services do not function properly because the agreed limits are exceeded.

3 The Client's obligations

- 3.1 The Client is expressly prohibited from storing, distributing or processing information or subject-matter, and from providing facilities or functionalities, through or via websites hosted by Breakfast if and to the extent that such information or subject-matter is in violation of:
 - (i) the applicable laws and regulations, including the regulations of self-regulatory bodies;
 - (ii) the Agreement; or
 - (iii) reasonable guidelines and instructions given by Breakfast.
- 3.2 The Client will at all times act and behave as may be expected from a careful user with regard to the information and subject-matter to be made public by it and its use of the Internet. In this regard, the Client will, among other things, comply with all statutory requirements and adhere to the rules of "netiquette" and will, among other things, refrain from: spamming, infringing the IP Rights of third parties, publishing or distributing child pornography, sexual harassment or intimidating third parties in any other way, infringing on the privacy or harming the reputation of third parties, hacking, carrying out DDoS attacks or other types of attacks

(including network attacks), as well as from distributing viruses, worms or other programs that could cause damage to individual systems or disrupt the operation of the Internet.

- 3.3 If the Client does not comply with the provisions of Articles 3.1 and 3.2 and/or if Breakfast is notified by third parties that this is the case, Breakfast will be entitled, without further notice, to suspend or discontinue the Services, block connections or remove the information or subject-matter concerned. Breakfast is entitled to terminate the Agreement with immediate effect in instances where this is justified given the seriousness of the violation. The Client will not be entitled to any compensation from Breakfast due to such suspension, discontinuation, blockage, removal and/or termination.
- 3.4 The Client agrees to indemnify Breakfast against all third-party claims, including but not limited to claims related to the information and/or subject-matter published by or through the Client's websites and claims of Breakfast's supplier(s) due to the Client's failure to comply with its obligations under the Agreement, more specifically under this article.

ANNEX C: WEBSITE DEVELOPMENT

1 Applicability

- 1.1 The provisions of this Annex apply, in addition to the general provisions of the T&C's , if Breakfast develops a website or mobile app ("Website") on the Client's instructions. The other capitalised terms in this Annex are defined in the general provisions of the T&C's .

2 Website development

- 2.1 The Website will be developed by Breakfast in accordance with the specifications set out in the Agreement.
- 2.2 Breakfast may demand written approval for a draft and/or concept of the Website before starting to develop it, and to suspend development until such approval is received.

3 Right of use

- 3.1 Unless otherwise provided in the Agreement, Breakfast grants the Client the non-exclusive, non-transferable and non-sublicensable right to use the Website in accordance with the provisions of the Agreement.
- 3.2 At the Client's request, Breakfast will place the Website source code in escrow with an escrow service provider selected by Breakfast to safeguard the Client's use of the Website.
- 3.3 If and immediately after the right to use the Website ends, the Client will cease to use it and will return all copies of it in its possession to Breakfast or, at Breakfast's discretion, destroy it.
- 3.4 The Client is always itself responsible for the use of the Website. The Client may not use the Website for acts and/or conduct that is contrary to the Agreement, any applicable laws or regulations, public order, morality, or in any other unlawful manner. The Client agrees to indemnify Breakfast against all third-party claims in connection with any violation of the foregoing.

4 Delivery, installation and acceptance

- 4.1 The Website will be delivered by Breakfast in the manner specified in the Agreement. If no acceptance test has been agreed, the Website will be deemed to have been accepted upon delivery.
- 4.2 If an acceptance test has been agreed, the Website will be deemed to have been accepted on the first day after the test period, or, if Breakfast receives a test report as referred to in Article 4.5 before the end of the test period, when the errors mentioned in that test report have been

remedied, without prejudice to the presence of errors which do not preclude acceptance according to Article 4.8.

- 4.3 In derogation of the foregoing, the Website will already be deemed to have been fully accepted from the moment when it is disclosed or used by the Client for productive or operational purposes prior to the moment of acceptance.
- 4.4 If it becomes apparent during the performance of the agreed acceptance test that the Website contains errors that impede the progress of the acceptance test, the Client will provide Breakfast with detailed written information about this, in which case the test period will be suspended until the Website has been modified in such a way that the impediment has been removed.
- 4.5 If it becomes apparent during the performance of the agreed acceptance test that the Website contains errors, the Client will send Breakfast a written and detailed test report informing it of those errors no later than on the last day of the test period. Breakfast will use its best efforts to repair the reported errors within a reasonable period of time, whereby it will have the right to install temporary solutions or program workarounds or problem-avoiding restrictions in the Software.
- 4.6 The Client may not refuse acceptance of the Website on any grounds other than those related to the specifications explicitly agreed between the Parties, nor on the grounds of the existence of minor errors, specifically ones that would not reasonably prevent the Website from being put into use, without prejudice to Breakfast's obligation to remedy such minor errors under the warranty provision of Article 5 of this Annex, if applicable.
- 4.7 Breakfast is not obliged to remedy any errors as referred to in Article 4.5 and Article 4.6 that occur as a result of:
 - (i) a modification to the Website, of any kind, not made by Breakfast;
 - (ii) using the Website in a manner not permitted under the Agreement;
 - (iii) Incorrect use of the Website by the Client or any other party;
 - (iv) errors in software, hardware, communications equipment, peripherals or other third-party equipment, or the Client's failure to have such equipment and/or software regularly maintained; or
 - (v) input errors or errors related to the data used by the Client.
- 4.8 If the Website is delivered and tested in phases and/or parts, non-acceptance of a particular phase and/or part will not affect the acceptance of any earlier phase and/or part.

5 Warranties

- 5.1 Breakfast will use its best efforts to remedy errors in the Website within a reasonable period of time, provided these are reported in detail to Breakfast within 1 (one) month after delivery, or, if the Parties have agreed an acceptance test, within 1 (one) month after acceptance.
- 5.2 Unless otherwise agreed in writing, Breakfast does not warrant that the Website will function, or function properly, in combination with all software (including web browsers, and/or equipment), or that it will function without failures, interruptions or other errors and/or that it

will be accessible.

- 5.3 If Breakfast delivers a Website or Services to the Client that Breakfast has obtained from its suppliers, Breakfast will not be obliged to grant the Client any warranty beyond what it can claim from its supplier, if Breakfast has notified the Client of this.
- 5.4 The warranty obligation will cease to have effect if:
- (i) the Client makes any alterations, or causes these to be made, to the Website without Breakfast's written consent;
 - (ii) the Client has used the Software erroneously or inexpertly;
 - (iii) there are any other causes that are not attributable to Breakfast; or
 - (iv) the errors could have been identified during the performance of the agreed acceptance test.
- 5.5 Breakfast will endeavour to restore any impaired or lost information to the extent reasonably possible.

6 Software from suppliers

- 6.1 If and insofar as Breakfast provides third-party software to the Client, the terms and conditions of these third parties will apply to that software, to the exclusion of the provisions of the T&C's , provided that Breakfast has notified the Client of this in writing. The Client accepts these third-party terms and conditions. These terms and conditions are available for inspection by the Client at Breakfast, and will be sent to the Client upon request.
- 6.2 If and to the extent that these terms and conditions of third parties are, for any reason whatsoever, deemed not to apply or they are declared inapplicable in the relationship between the Client and Breakfast, the provisions of the T&C's will apply in full.
- 6.3 Breakfast is free to use open source components in the development of the Website. Breakfast will provide a list of open source components used and the licence terms applicable to them to the Client upon request.