



GENERAL TERMS AND CONDITIONS OF ACE B.V. AND ENTITIES

Chapter A. General Provisions

Article 1. Definitions

The following terms in these General Terms and Conditions are designated with a Capital letter. Terms in the singular also refer to the plural (and vice versa). Where these General Terms and Conditions refer to 'he' and/or 'him', 'she' and 'her' are also meant. The following definitions are used in these General Terms and Conditions:

- a. **Ace:** Ace B.V. located in Amsterdam and registered in the trade register at the Chamber of Commerce under number: 75020866⁶.
- b. **The Entities (jointly "ACE"):** Ace B.V. (Chamber of Commerce number: 75020866), Blauw Gras B.V. (Chamber of Commerce number: 62228803), Born05 B.V. (Chamber of Commerce number: 30250392), Glasnost International B.V. (Chamber of Commerce number: 57992533), Herc the agency B.V. (Chamber of Commerce number: 81475241), Fitzgerald International B.V. (Chamber of Commerce number: 75528940), We Are Off The Record B.V. (Chamber of Commerce number: 66480302), NewBorn Ventures B.V. (Chamber of Commerce number: 59660961) and IM Lounge B.V. (Chamber of Commerce number: 50087061), jointly referred to as ACE.
- c. **General Terms and Conditions:** these General Terms and Conditions of ACE.
- d. **Offer:** an offer from ACE for a specific Assignment from the Client, which includes, among other things, the following elements: a description of the services to be provided, the associated rates, any extra (un)cost reimbursements, and agreements.
- e. **Assignment:** a Written recorded (short) agreement between the Client and Ace, usually resulting from the Offer, in which specific work, services, or objectives have been agreed upon with regard to campaigns, services, products and productions carried out by ACE on behalf of the Client, to which the agreements in the Framework Agreement and the General Terms and Conditions always apply.
- f. **Client:** any natural or legal person who concludes an Agreement with ACE, or with whom the Ace company negotiates about the conclusion of an agreement. Client also means group companies affiliated with the Client within the meaning of article 2:24b of the Dutch Civil Code.
- g. **Agreement:** the entirety of Written agreements between ACE on the one hand and the Client on the other, including those recorded in a (Framework) Agreement and/or Offer and/or Assignment, of which the General Terms and Conditions always form an integral part.
- h. **Parties:** ACE and Client jointly.
- i. **Framework Agreement:** an agreement between ACE and the Client that is concluded with the intention that the Client will provide multiple Assignments to ACE over a longer period and of which the agreements, including the General Terms and Conditions, always apply to the Assignments.
- j. **Written:** both traditional written communication (such as letters) and digital communication that can be stored on a durable data carrier (such as e-mail communication, SMS, Slack, Signal, and WhatsApp).

Article 2. Scope and Applicability of General Terms and Conditions

- 1. These General Terms and Conditions apply to all requests, Assignments, Offers, Agreements, and other commitments between the Ace company and the Client. If the General Terms and Conditions apply between the Ace company and the Client, they will remain fully in effect for all future Assignments, Offers, and Agreements between the Parties.
- 2. Deviation from and/or addition to the General Terms and Conditions or the Agreement can only be agreed upon Written. Oral promises of the Ace company only bind the Ace company after they have been confirmed by it Written.
- 3. The applicability of the Client's general terms and conditions is hereby expressly rejected by the Ace company.
- 4. In the event that the content of the Agreement deviates from the content of the General Terms and Conditions, the content of the Agreement prevails. In the event that the content of the Assignment deviates from the content of the Framework Agreement, the content of the Assignment prevails.
- 5. In the event that the Ace company uses other general terms and conditions than the General Terms and Conditions, the content of the General Terms and Conditions prevails.

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Article 3. Offer, conclusion of (Framework) Agreement and exclusivity

1. Offers from the Ace company are always without obligation and can be withdrawn at any time.
2. The Agreement between the Ace company and the Client is concluded if the Framework Agreement or the Offer of the Ace company has been accepted by the Client Written.
3. Offers or Quotations do not automatically apply to future assignments.
4. A Framework Agreement signed by the Ace company and the Client does not oblige the Client to grant assignments to the Ace company, nor is the Ace company obliged to provide services on the basis of the Framework Agreement. The obligation of the Ace company to perform services on behalf of the Client only arises at the moment the Assignment is entered into.
5. If the Ace company and the Client have agreed on a Framework Agreement, this Framework Agreement always applies to all Offers made by the Ace company to the Client.

Article 4. Execution of the Agreement

1. The Agreement will be executed by the Ace company to the best of its ability and with care in accordance with the requirements of good craftsmanship. The Agreement is executed on the basis of an obligation of effort.
2. The Ace company is entitled at all times to engage other Ace companies (belonging to ACE), auxiliary persons, and third parties in the execution of the Agreement at its own discretion.
3. In the event that Ace or the Ace Company engages another Ace company in the execution of the Agreement, and the Client accepts the Offer, the Agreement is concluded exclusively between the Client and the Ace company that provided the Offer. In the event that the Ace Company that provided the Offer fails in the performance of the Agreement towards the Client, only the relevant Ace Company is liable for this. This shortcoming has no effect on ACE.
4. In the event that the Ace company engages auxiliary persons and/or third parties (not being another company belonging to ACE), the Ace company will require these auxiliary persons and/or third parties to perform their services to the best of their ability and with care in accordance with the requirements of good craftsmanship, in accordance with the socially customary ethical standards and in accordance with the quality that the Ace company itself applies for its services.
5. All Assignments are exclusively accepted and executed with the exclusion of the operation of articles 7:404 of the Dutch Civil Code (assignment granted with a view to a specific person) and 7:407 paragraph 2 of the Dutch Civil Code (joint and several liability).
6. The Ace company can only properly perform its work if the Client provides all necessary information for this purpose in a timely, complete, and correct form and the Client is always available for consultation. The Client ensures that all data requested by the Ace company, which is important for the execution of the Agreement, is provided to the Ace company in a timely manner and in the desired form. The Ace company is entitled to immediately suspend its obligations towards the Client and/or terminate the Agreement in the event that the Client, in the opinion of the Ace company, does not fully comply with its information obligations.
7. The Client accepts that the time planning can be affected if the scope of the Agreement is expanded and/or changed in the interim.
8. If the nature, content, or scope of the services changes significantly during the execution of the Agreement, this may have consequences for the agreed execution term and/or the price to be charged by Ace to the Client. Any term agreed upon between the Parties shall not be deemed a mandatory or fatal deadline.



Article 5. Prices, payment, and collection costs

1. The Ace company is entitled to unilaterally adjust the prices and rates reasonably at the beginning of each calendar year. In addition, the Ace company is entitled to immediately pass on a change in cost-determining factors to the Client.
2. Invoices must be paid within thirty (30) days of the invoice date. In the event that the full amount has not been credited to the designated bank account of the Ace company within thirty (30) days of the invoice date at the latest, the Client is immediately in default without further notice of default. From the day the default commences, the Client owes the statutory commercial interest.
3. If the Client is in default, the Ace company is entitled to suspend its work. In the event of (application for) bankruptcy, (application for) suspension of payment, seizure, or liquidation of the Client, all outstanding amounts are immediately and fully due and payable.
4. Payments by the Client to the Ace company are first deducted from the extrajudicial costs, then deducted from the interest, and then deducted from the outstanding invoice, in order from old to new.
5. All deliveries of works, Intellectual Property (IP) rights, or goods by ACE are subject to an extended retention of title. The delivered works, IP rights, or goods remain the property of ACE as long as the Client has not paid the claims of the Ace company in full or in part on the basis of the Assignment, or on the basis of a similar Assignment concluded earlier or later. The Client is obliged to return the works, IP rights, or goods subject to retention of title to ACE at ACE's first request.
6. Any additional or fewer work will be settled on the invoice.

Article 6. Termination, dissolution or cancellation of the Agreement

1. In the event that a Framework Agreement for an indefinite period has been agreed upon between the Ace company and the Client, the Ace company and the Client have the right to terminate the Framework Agreement with a notice period of at least three (3) months.
2. In the event that a Framework Agreement for a definite period has been agreed upon between the Ace company and the Client, the Ace company and the Client have the right to terminate the Framework Agreement prematurely with a notice period of at least two (2) months. In the event that the Client or the Ace company has not terminated the Framework Agreement Written two (2) months prior to the end of the term, the Framework Agreement will be extended for a duration of one (1) year.
3. An Assignment ends when the Ace company has fully completed the work, as described in the Assignment, and the Client has fully paid the amount related to the work in connection with the Assignment. An Assignment cannot be terminated prematurely, unless there is a case of force majeure (in the sense of Article 8 of the General Terms and Conditions).
4. The Client and the Ace company each have the right to immediately dissolve or terminate the Agreement if the other party fails to fulfill the obligations under the Agreement, after the defaulting party has been given Written notice of default and has been given the opportunity to repair the relevant shortcoming within a reasonable period of at least fourteen (14) days after notification.
5. The Ace company and the Client always have the right to immediately dissolve or terminate the Agreement, without prior Written notice of default, if one or more of the following situations occur: a) (application for) bankruptcy ; b) (application for) suspension of payment; c) (partial) liquidation of the company; d) executory attachment of assets; e) placement under curatorship or death of the Client; f) proclaiming incorrect information in the media g) change in important parts of the Client's company or the complete or partial transfer of control in that company; h) violation of the confidentiality clause and/or i) late payment of invoices.
6. Obligations that by their nature are intended to continue after the termination of the Agreement, remain in effect after the termination of the Agreement.
7. If the Client cancels, changes, or terminates the Assignment before the start date of the work planned by ACE, the Client owes the following compensation (with the exception of force majeure):
 - No compensation, if the Assignment is canceled no later than thirty (30) days before the planned start date.
 - 20% of the agreed compensation and (un)costs, if the Assignment is canceled later than thirty (30) days and before fourteen (14) days before the planned start date.
 - 50% of the agreed compensation and (un)costs, if the Assignment is canceled later than fourteen (14) days and before five (5) days before the planned start date.
 - 100% of the agreed compensation and (un)costs, if the Assignment is canceled later than five (5) days before the planned start date.
8. Cancellation also includes moving the work to another date without the consent of ACE. Cancellation or change must be done in writing or by e-mail, stating the reason and date of cancellation.

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Article 7. ICT

1. If the Client provides data carriers, electronic files, or software to the Ace company, the Client guarantees that they are free of viruses and defects. The Ace company will handle data carriers, electronic files, or software carefully and will only use them within the framework of the Agreement. The Ace company will not disclose the data carriers, electronic files, or software without the prior consent of the Client.
2. If the Client requests the Ace company to use certain equipment and/or software, this always takes place entirely at the expense and risk of the Client. In that case, the Client is obliged to provide all instructions on how the systems are operated, in a timely and complete manner.
3. The Ace company and the Client are each obliged to adequately secure their systems and infrastructure and will at all times have anti-virus software running.
4. The provided access or identification codes are confidential and must be treated as such by the Ace Company and the Client.

Article 8. Force majeure

1. Force majeure exists when a shortcoming cannot be attributed to one of the Parties on the grounds of fault, legal provisions, legal acts, or social standards within the meaning of article 6:75 of the Dutch Civil Code.
2. If force majeure continues for longer than fourteen (14) days, the Parties have the right (in deviation from article 6 paragraph 4) to dissolve and/or terminate the Agreement Written entirely or partially out of court with immediate effect.
3. Force majeure for the Client and/or ACE includes, but is not limited to: a) (work) strikes within ACE or of the Client or of third parties on which Ace is in any way dependent for the execution of the Agreement; b) war, insurrection, riots, boycott, government measures as a result of (pan)epidemics (such as Covid-19); c) technical failures or obstacles in traffic or transport, restrictive government measures; d) bankruptcy or suspension of payment at one or more of its suppliers or engaged third parties; e) natural disasters, weather conditions, and power outages or failures of telecommunication facilities and/or social media; or f) debilitating health complaints or death of key personnel of Ace.
4. When a force majeure situation occurs, the relevant party will inform the other party of this Written as soon as possible.

Article 9. Liability

1. ACE is insured for business liability with a maximum coverage of € 2,500,000 per claim (with an annual limit of € 5,000,000) and insured for professional liability with a maximum coverage of € 5,000,000 per claim (with an annual limit of € 10,000,000). Any liability of the Client and the Ace company is always limited to the amount actually paid out by the insurer per event, whereby a series of events is qualified as one event. If for any reason no payment is made by the insurer, any liability of the Client and the Ace company is limited to an amount equal to the invoices sent by the Ace company to the Client over a period of twelve (12) months preceding the liability-establishing event.
2. The Client is at all times obliged to substantiate the damage-causing event and damage claimed by them Written in a motivated and specified manner within a period of forty-five (45) days after the Client discovered or reasonably should have discovered the damage, under penalty of forfeiture of right.
3. Before the Client proceeds to claim damages, the Client must first give Written notice of default to the Ace company and give the other party the opportunity to still perform within a reasonable period, or to undo/repair the adverse consequences of the shortcoming and/or the unlawful act, unless performance, repair, or undoing is impossible.



Article 10. Intellectual Property

1. The Client grants the Ace Company a license right for the duration of the Assignment, and as much longer as reasonably necessary, to use the Client's intellectual property rights in the context of the execution of the Assignment.
2. ACE reserves the rights and powers vested in it on the basis of its intellectual property rights, which have arisen and/or been registered as a result of services rendered or products manufactured by the Ace company for the Client or not. The Client guarantees to respect these intellectual property rights of the Ace company and not to infringe them.
3. Unless otherwise agreed, the Ace company grants the Client a license right for the duration of the Assignment, and as much longer as reasonably necessary, to use the intellectual property rights and the related rights unchanged in the context of the execution of the Assignment.
4. If the Ace company uses influencers, actors, models, directors, and/or photographers (hereinafter: "Talent") in the performance of its services, the intellectual property rights will be transferred to the Client in the form of a (limited) license as agreed in the Assignment. These rights (in the broadest sense of the word) of the aforementioned third parties may not be transferred by the Client to third parties. The Ace company will ensure that the Talent grants it and the Client a license right to use the intellectual property rights in connection with the content created by the Talent in the execution of the Assignment unchanged during the duration of the Assignment as stated in the Offer. The Client may use the name, photo, likeness, biographical data, and other rights associated with the Talent in the context of the execution of the Assignment, provided that the authenticity and style of the Talent are not endangered by this use. This use takes place only after prior consultation with the Talent via the Ace Company, whereby it is determined in what manner, in what form, for what period, and for what purposes the relevant rights and content are used.
5. Parties have all licenses, intellectual property rights, permits, and approvals required for the execution of the Assignment by the Ace Company and the placement of content creation on the media channel. The Client guarantees that – if and insofar as materials, documents, images, or data or other data are made available or disclosed to the Ace company in the context of the Agreement, or materials, documents, images, or data or other data are used by or on behalf of the Ace company at the request of the Client – the Parties are entitled to do so and that these materials and data do not infringe on the rights of third parties.
6. If it has been legally established that the result of the services provided by the Ace company would infringe on any intellectual property right belonging to a third party, or if in the opinion of the Ace company there is a reasonable chance that such an infringement occurs, the Ace company will, at its option, ensure that the Client can continue to use a similar result undisturbed or proceed to credit the purchase costs minus a reasonable usage fee.

Article 11. Data and privacy

1. The Client and the Ace company are responsible for complying with legal obligations (such as the Personal Data Protection Act) with regard to the processing of personal data and the obligations towards third parties, such as the provision of information, granting access to, and correcting and deleting personal data.
2. Insofar as the Ace company and the Client share personal data with each other in the context of the (possible) conclusion of an Agreement or in the execution of an Agreement, they will reasonably comply with the requirements arising from the applicable privacy legislation, such as the General Data Protection Regulation (GDPR).
3. The Client and the Ace company guarantee that – given the nature of the data and the state of the art – they will take appropriate technical and organizational measures to protect any personal data that they provide to and receive from each other.
4. The Client and the Ace Company guarantee that all personal data made available has been obtained lawfully, made available lawfully and securely, and that the data does not infringe on any rights of third parties.
5. The Client agrees that the Ace company stores data made available by the Client in its ICT environment in the context of the execution of the Assignment.

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Article 12. Confidentiality and communication

1. The Ace company and the Client are obliged to strictly maintain the confidentiality of all data, information, and knowledge obtained in the context of this Agreement, which can reasonably be assumed to be confidential, unless disclosure is necessary for the execution of an agreement or compliance with a legal provision or court order. The aforementioned confidentiality does not apply to disclosure to the court in a procedure between the Client on the one hand or ACE on the other hand. Furthermore, obtained data should not be considered confidential if this data has already been made public by someone other than ACE.
2. The Ace company and the Client guarantee and ensure that their employees and the contractors engaged by them will adhere to the same confidentiality obligation.
3. ACE on the one hand and the Client on the other hand will not speak negatively about each other publicly.

Article 13. Relationship clause

Without prior Written consent of the Ace company, the Client will refrain from concluding contracts with: i) contractors of ACE; ii) employees or representatives of ACE with whom the Client has been in contact in the context of the Agreement, during the Agreement, and for a period of one (1) year after termination of the Agreement.

Article 14. Other

1. Apart from a number of specific provisions explicitly agreed upon in the Agreement, the Client waives the right to suspend and/or set off.
2. The invalidity of a provision in the Agreement and/or in these General Terms and Conditions does not affect the validity of the remaining provisions of the Agreement and these General Terms and Conditions.
3. If it is legally established that one or more articles from the Agreement or these General Terms and Conditions would be invalid or otherwise not binding, the Ace company and the Client will adjust them in mutual consultation and in the spirit of the Agreement and/or these General Terms and Conditions in provisions that differ as little as possible from the relevant non-binding articles.
4. Obligations that by their nature are intended to continue after the end of the Agreement remain in effect after the end of the Agreement.
5. In case of inconsistency between the Dutch version of these General Terms and Conditions and any translated version of these General Terms and Conditions, the Dutch version prevails.

Article 15. Applicable law and competent court

1. Dutch law applies to the Agreement and the relationship between the Ace company and the Client.
2. All disputes that arise between the Client and the Ace company will in the first instance be settled by the District Court of Amsterdam.

B. Chapter Talent

Article 1. Application and additional definition

1. The provisions contained in this chapter apply, in addition to the general provisions of these General Terms and Conditions, between the Client and the Ace company if the Client gives the Ace Company the Assignment to have the work performed by a Talent.
2. In addition to the definitions included in article 1 of the General Terms and Conditions, the following definition also applies in this chapter:
 - a. The Talent: any natural or legal person who has committed themselves Written or orally to performing services in the context of the execution of the Agreement, such as, for example: artist, influencer, and content creator. The Talent also includes the person (behind the legal entity) who makes his services and/or media channel available in the context of the execution of the Agreement or actually performs the Assignment.

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Article 2. Creative freedom, liability, and surcharge

1. Given the creative ability and artistic freedom of the Talent, the Client accepts that the Talent has a certain degree of freedom to execute the Assignment at their own discretion. The Client has the right to give reasonable comments on the content creation of the Talent. The Client has the right to approve the result of the content creation of the Talent in advance before it goes online, if the Client requests this Written in advance.
2. The Ace company selects and works exclusively with Talent of whom it can reasonably be expected that they act professionally and behave correctly. However, the Ace company is not liable for behaviors or statements of the Talent that the Ace company did not know or could not reasonably foresee, including – but not limited to – behaviors or statements that can be regarded as seriously inappropriate, transgressive, or socially unacceptable, such as public controversy, discriminatory statements, or harmful addictive behavior. The Ace company will, if necessary, make every effort to find a suitable solution in consultation with the Client, such as replacing the Talent.
3. The Ace company has the right to charge the Client a surcharge on third-party fees, such as those of the Talent, to the Ace company.

Article 3. Premature termination/dissolution, cancellation of Talent

1. The Ace company and the Client each have the right to immediately terminate or dissolve the Agreement, without prior Written notice of default, if one or more of the situations as described in article 6 paragraph 5 sub a. up to and including g. of the General Terms and Conditions occur with the Talent, AND/OR e) placement under curatorship or death of the Talent; f) behavior of the Talent such as alcohol abuse or drug use, (incitement to) violence, public misconduct, racist or other extremist statements, insofar as these are inadmissible according to standards of reasonableness and fairness or seriously damage the cooperation; h) a change in law or regulations that materially affects or threatens to affect the execution of the Assignment.
2. In the event of cancellation by the Talent due to illness or other compelling circumstances, the Ace company will make maximum efforts to find a replacement or otherwise offer the Client a suitable solution. The Ace company is not liable for any damage resulting from the loss of the Talent.
3. In the event that the Client prematurely terminates the Assignment with the Ace company, the Ace company has the right to immediately invoice the Client for all (un)costs, the hours worked up to and including the day of that termination, and all associated surcharges.

Article 5. IP, related, and personality rights

1. The Ace company will ensure that the Talent grants the Client a license right to use the intellectual property rights in connection with the content created by the Talent in the execution of the Assignment unchanged during the duration of the Assignment as stated in the Offer.
2. The Client may use the name, photo, likeness, biographical data, and other rights associated with the Talent in the context of the execution of the Assignment, provided that the authenticity and style of the Talent are not endangered by this use. This use takes place only after prior consultation with the Talent via the Ace company, whereby it is determined in what manner, in what form, for what period, and for what purposes the relevant rights and content are used.

C. Chapter Media

Article 1. General provision

1. The media provisions contained in this chapter apply, in addition to the general provisions of these General Terms and Conditions, between the Client and the Ace company if the Client gives the Ace Company the Assignment to disclose content by means of media placements and media space (such as advertisements and commercial airtime).

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Article 2. Prices and payment

1. The Client is aware that the Ace company purchases media placements and media space for the Client's content from third parties on behalf of the Client. The Ace company passes on the costs for these media placements and media space entirely to the Client. The prices used by third parties for these media placements and media space may fluctuate, including between the Offer and the final purchase.
2. The Client will ensure that the (fluctuating) costs and the fee in connection with media placements and media space passed on by the Ace company have been credited to the Ace Company's bank account before the Client's content is placed by the Ace company. The Ace Company has the right to suspend the purchase of media placements and media space, or the placement of the Client's content, if the entire amount of the costs and fee charged by the Ace company has not been fully credited to its bank account.

D. Chapter Hosting

Article 1. Application and additional definition

1. The Hosting provisions contained in this chapter apply, in addition to the general provisions of these General Terms and Conditions, between the Client and the Ace company if the Client gives the Ace Company the Assignment to perform the Hosting work.
2. In addition to the definitions included in article 1 of the general part of the General Terms and Conditions, the following definition applies in this chapter:
 - a. Hosting: the work performed by or on behalf of ACE that relates to making server space, communication networks, and related facilities available and technically maintaining them for the operation, security, and accessibility of the Client's digital products or services.

Article 2. Obligations of the Client, suspension, indemnity, costs, and termination

1. In all cases, the Client is expressly forbidden to distribute information or offer facilities or functionalities via Hosting of the Ace company that are contrary to the applicable laws and regulations or the agreement with the Ace company. The Client will at all times act and behave regarding the information to be disclosed by him and the internet use as may be expected of a careful user. The Client will, among other things, refrain from: spamming, infringing on third-party IP rights, disclosing or distributing child pornography, sexual harassment, or otherwise bothering third parties, infringing on the privacy of third parties or harming the honor or good name of third parties, hacking, performing DDoS attacks or other types of attacks, as well as distributing viruses, worms, or other programs that may cause damage to individual systems or disrupt the operation of the internet.
2. In case of violation of paragraph 1 of this article, the Ace company is entitled to suspend or cease the Hosting services, block connections, or remove content without further notice.
3. The Client indemnifies the Ace company against all claims from third parties, including, but not limited to, claims due to the information and/or data which he discloses through or via his websites and claims from supplier(s), resulting from the Client's non-compliance with one of its obligations.
4. The Ace company may temporarily decommission or restrict the Hosting for maintenance work or adjustments to the system. The Client will be informed of this in advance as far as possible. The Client is not entitled to compensation for damage in that case.
5. In the event of exceeding the permitted data traffic and the permitted disk space in connection with the Hosting, the Ace company is entitled to charge reasonable additional costs for this without further notice.
6. If, after the expiry of the term of the Agreement, the Client does not wish to extend the cooperation with the Ace company, the Ace company will cooperate with the transfer to a third party, against the rates of the Ace company applicable for this purpose.

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E. Chapter Software Development

Article 1. Application and additional definition

1. The provisions contained in this chapter apply, in addition to the general provisions of these General Terms and Conditions, between the Client and the Ace company if the Client gives the Ace Company the Assignment to develop Software.
2. In addition to the definitions included in article 1 of the General Terms and Conditions, the following definition also applies in this chapter:
 - a. **Software:** the computer program software developed or to be developed by or on behalf of the Ace company, consisting of source code, object code, documentation, interfaces, configurations, (sub)modules, and all other (technical) components that together form a functioning digital product, regardless of the method of delivery or implementation.

Article 2. General provisions

1. The Client and the Ace company determine in the Agreement the data to be supplied, delivery terms, and the manner in which the Software/services are (re)delivered. The delivery terms therefore do not apply as strict deadlines (fatale termijnen). In the event of a (threatened) exceeding of a term, the Client and the Ace company will consult as soon as possible and agree on appropriate measures.

Article 3. Result of work and costs

1. Each result of the Software to be delivered will be tested by the Client, with the test period being fourteen (14) days after delivery. The Client will report the defects in the Software within the test period of fourteen (14) days after delivery by the Ace company, under penalty of forfeiture of right. The non-acceptance of a certain result in the Software does not affect an acceptance of an earlier result.
2. The Ace company is not obliged to repair any errors resulting from: i) an adjustment in the Software by the Client or by third parties, ii) usage errors by the Client; iv) the Client's failure to have that equipment and/or software regularly maintained/updated; or v) input errors or errors related to the data used by the Client.
3. The Client will follow instructions and directions from the Ace company regarding the use of the Software, including the installation of any patches and updates for the Software.
4. If, based on a change to the Agreement as a result of extra requests or wishes from the Client, extra work has to be performed by the Ace company (additional work), this work will be charged to the Client on a subsequent calculation basis using the rates customary at that time.

Article 5. IP rights

1. In derogation from article 10 of the General Terms and Conditions, the IP rights regarding the Software rest with the Client insofar as it concerns (parts of) the Software that have been specifically developed by the Ace company for the Client (customization) using a (100%) Agile Software Development method, and insofar as those parts do not belong to third parties. This right of ownership does not affect the Ace company's ability to use the principles, ideas, and designs underlying that development without any limitation. The Client grants the Ace company the non-exclusive, non-transferable, and non-sublicensable right to use the Software.