

GENERAL TERMS AND CONDITIONS

Syntograde – Custom Software Development

1. APPLICABILITY

1.1 These General Terms and Conditions (“Terms”) apply to all offers, agreements, services, and deliverables provided by Syntograde (AKA Business Accelerator B.V.) (“Developer”) to any client (“Client”).

1.2 Deviations from these Terms are only valid if explicitly agreed in writing.

1.3 The applicability of any terms and conditions of Client is expressly rejected unless accepted in writing by Developer.

2. SERVICES

2.1 Developer provides services including, but not limited to:

- Custom software development
- Web and application development
- Integrations, APIs, and automation
- Consulting, maintenance, and support

2.2 Services are performed on a **best-effort basis**, unless explicitly agreed otherwise.

2.3 Developer is entitled to:

- Use subcontractors
- Replace personnel
- Determine the manner of execution

3. OFFERS AND AGREEMENTS

3.1 All offers are non-binding unless stated otherwise.

3.2 An agreement is concluded when:

- A quotation is accepted, or
- Developer has commenced work

3.3 These Terms function as a **master agreement**. Specific services may be further defined in:

- Statements of Work (SOWs)
- Proposals or quotations
- Work orders or sprint descriptions

4. EXECUTION OF SERVICES

4.1 Developer shall perform services:

- With reasonable care and skill
- In accordance with professional standards

4.2 Unless agreed otherwise:

- Work is delivered **iteratively (e.g. sprints)**
- Estimates are indicative only

4.3 Client shall:

- Provide timely input, approvals, and information
- Ensure availability of required resources

4.4 Delays caused by Client may:

- Extend timelines
- Result in additional costs

5. DELIVERY AND ACCEPTANCE

5.1 Deliverables are deemed accepted if:

- Approved by Client, or
- Not rejected in writing within **10 business days** after delivery

5.2 Minor defects do not prevent acceptance.

5.3 After acceptance:

- Responsibility transfers to Client

6. WARRANTY AND SUPPORT

6.1 Developer provides a **30-day warranty period** after acceptance unless agreed otherwise.

6.2 During this period, Developer will remedy defects that deviate from agreed specifications.

6.3 Warranty excludes:

- Client modifications
- Third-party systems or dependencies
- Improper use

6.4 Support after the warranty period:

- Is provided at applicable rates

7. FEES AND PAYMENT

7.1 Services may be invoiced based on:

- Time and materials
- Fixed price agreements
- Retainers or subscriptions

7.2 Invoices are payable within **14 days** unless agreed otherwise.

7.3 All prices exclude VAT and third-party costs.

Payment Enforcement

7.4 Developer reserves the right to require **advance payment** prior to commencing services or project phases.

7.5 If Client fails to pay on time, Developer may:

- **Suspend all services immediately**, without liability
- Extend timelines accordingly

7.6 Developer may charge:

- Statutory interest, or
- A contractual late fee of **1.5% per month (or maximum permitted by law)**

7.7 Developer may charge reasonable **reactivation costs** before resuming suspended services.

8. INTELLECTUAL PROPERTY

8.1 Upon full payment, Client is granted a perpetual, non-exclusive, worldwide license to use and modify the deliverables.

8.2 Full transfer of intellectual property rights may be agreed separately in writing and is subject to additional compensation. Any such transfer excludes Developer IP unless explicitly agreed otherwise.

8.3 Developer retains all rights to:

- Pre-existing materials, frameworks, and tools
- Reusable components, modules and code
- General know-how, methodologies and architecture

These elements (“Developer IP”) may be embedded in the deliverables.

8.4 Client may use the deliverables, including embedded Developer IP, as part of its products or services.

However, Client shall not:

- extract or reuse Developer IP as a standalone component
- resell or distribute Developer IP independently of the deliverables

8.5 Third-party software remains subject to its respective license terms.

8.6 Client may not resell or commercialize the deliverables as a standalone product without prior written consent.

9. BRANDING AND ATTRIBUTION

9.1 Developer reserves the right to include its **name, logo, or attribution** in the footer or technical layer of deliverables.

9.2 Such attribution shall be reasonable and non-intrusive.

9.3 Removal of attribution may be subject to an additional fee.

10. THIRD-PARTY SOFTWARE AND SERVICE LEVELS

10.1 Deliverables may include third-party components or services.

10.2 Developer is not responsible for third-party performance or availability.

10.3 No specific service levels or uptime guarantees apply unless agreed otherwise.

10.4 Any service levels may be defined separately in a **Service Level Agreement (SLA)** or Statement of Work.

11. CONFIDENTIALITY

11.1 Both parties shall keep confidential information strictly confidential.

11.2 This obligation continues after termination.

11.3 Exceptions apply to:

- Public information
- Lawfully obtained information
- Legally required disclosures

12. DATA PROTECTION

12.1 Parties shall comply with applicable data protection laws.

12.2 Where applicable, a separate Data Processing Agreement may apply.

13. LIABILITY

13.1 Developer's total liability is limited to the amount paid by Client in the **12 months preceding the claim**.

13.2 Developer is not liable for:

- Indirect damages
- Loss of profits or revenue
- Loss of data

13.3 Client is responsible for:

- Backups
- Proper use of deliverables

14. INDEMNIFICATION

14.1 Client indemnifies Developer against claims arising from:

- Client-provided materials
- Misuse of deliverables
- Legal violations by Client

15. TERMINATION

15.1 Developer may suspend or terminate services if:

- Client breaches obligations
- Payment is overdue

15.2 Upon termination:

- All outstanding amounts become immediately due

15.3 Provisions relating to IP, confidentiality, and liability survive termination.

16. NON-SOLICITATION

16.1 Client shall not, during the agreement and for **4 years thereafter**, directly or indirectly employ or solicit Developer's personnel.

17. NON-CIRCUMVENTION

17.1 Client shall not, during the agreement and for **4 years thereafter**, directly engage any client or relation introduced through Developer without consent.

17.2 Breach results in a **€20,000 penalty per violation**, without prejudice to full damages.

18. FORCE MAJEURE

18.1 Developer is not liable for delays caused by events beyond reasonable control.

19. GOVERNING LAW AND DISPUTES

19.1 These Terms are governed by the laws of **The Netherlands**.

19.2 Disputes shall be submitted to the competent court in Developer's jurisdiction.

20. FINAL PROVISIONS

20.1 If any provision is invalid, the remainder remains in force.

20.2 Developer may amend these Terms; changes apply to future agreements.

20.3 These Terms constitute the entire agreement unless explicitly supplemented in writing.

