

End User Licence & SaaS Subscription Agreement

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Document Details

Provider: Develab Pte. Ltd., 10 Anson Road #10-11 International Plaza, Singapore (079903), UEN Ref. 202402923E

Products: Rideum Suite — Bleustay, Bleudine and Bleudash

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Important. This Agreement is for hosted SaaS. It grants access rights, not ownership of software. An Order, DPA, Privacy Policy and AUP may form part of the customer contract.

This End-User Licence and SaaS Subscription Agreement ("Agreement") is between Develab Pte. Ltd. ("Develab", "Provider", "we", "us" or "our") and the person or entity accepting it ("Customer", "you" or "your"). If you accept for an organisation, you represent that you have authority to bind it. By signing an Order, clicking acceptance, creating an account or using a paid Rideum Suite service after receiving these terms, you agree to this Agreement.

1. Definitions and contract structure

1.1 Definitions. "AUP" means the Rideum Suite Acceptable Use Policy; "Authorised User" means an individual authorised by Customer to use the Services; "Customer Data" means data submitted to or processed through the Services by or for Customer; "Documentation" means current Provider user documentation; "DPA" means an applicable data processing addendum; "Order" means an order form, online checkout or subscription confirmation accepted by Provider; "Privacy Policy" means Provider's notice describing processing for which Provider determines purposes and means; "Rideum Suite" means Bleustay, Bleudine, Bleudash and related hosted services, modules, APIs and Documentation made available under an Order; "Services" means the subscribed portions of the Rideum Suite; and "Subscription Term" means the period in the applicable Order.

1.2 Modules. Bleustay, Bleudine and Bleudash are product names. Their binding features, permitted uses, limits, dependencies and service descriptions are only those stated in the applicable Order and current Documentation. Product names alone do not promise particular functionality.

1.3 Order of precedence. If documents conflict, the following order applies: (a) a signed amendment expressly overriding this Agreement; (b) the applicable DPA for personal-data matters only; (c) the applicable Order; (d) this Agreement; (e) the AUP; (f) the SLA, if any, for service-level matters; and (g) the Documentation. Customer purchase-order terms do not apply unless expressly accepted by Provider in writing.

1.4 Public website terms. If Provider's general website Terms & Conditions also apply, this Agreement controls for paid Rideum Suite access. The Privacy Policy is a transparency notice and does not expand the licence or reduce Customer's responsibilities.

2. Eligibility, accounts and authority

2.1 Eligibility. An individual user must be at least 18 or the age of legal majority. Business customers must be validly organised and legally able to contract. Customer will provide accurate registration, billing and account information and keep it current.

2.2 Accounts. Customer is responsible for Authorised Users, credentials, permissions and all activity under its accounts. Accounts are personal to assigned users and may not be shared. Customer will use multi-factor authentication where available, apply least privilege, promptly disable departed users and notify Provider immediately of suspected compromise.

2.3 Administrators. Customer administrators may access, configure, monitor, export or delete account content and control Authorised Users. Customer is responsible for administrator appointments and actions. Provider may rely on instructions from verified administrators.

3. Subscription grant and restrictions

3.1 Access right. Subject to payment and compliance, Provider grants Customer a limited, non-exclusive, non-transferable and non-sublicensable right during the Subscription Term for Authorised Users to access and use the Services for Customer's internal business operations within the properties, rooms, outlets, modules, transactions, storage, API calls and other metrics in the Order.

3.2 Hosted service; no sale. The Services are provided remotely. No software, source code, object-code copy, development environment, model weights, build materials, encryption keys or ownership interest is sold or transferred. All rights not expressly granted are reserved.

3.3 Restrictions. Customer must not, and must not permit anyone to: copy, modify, translate or create derivative works of the Services; reverse engineer, decompile, disassemble or seek source code, algorithms, models or non-public APIs; resell, rent, lease, timeshare, frame, mirror or operate the Services for third parties except as expressly authorised; bypass billing, security, access or metering controls; scrape or extract data other than authorised exports; remove proprietary notices; publish benchmarks or security-test results without written consent; use the Services or outputs to develop or train a competing product; or use the Services contrary to the AUP, Documentation or law.

3.4 Affiliates and contractors. Affiliates and contractors may use the Services only if included in the Order, acting for Customer and bound by terms at least as protective as this Agreement. Customer remains responsible for them. No right is granted to unrelated businesses, franchisees, tenants or service providers unless expressly ordered.

3.5 Trials and beta services. Trials, previews, beta features and free services may be changed or withdrawn at any time, are provided without service commitments, may be unsupported or insecure for production use, and must not be used for sensitive or mission-critical processing unless Provider approves in writing.

4. Orders, fees, taxes and renewal

4.1 Orders and usage. Each Order specifies subscribed modules, metrics, term, fees and implementation scope. Provider may monitor usage to administer limits and security. Excess usage may be restricted or charged at then-current rates after notice where practicable.

4.2 Fees. Fees are non-cancellable and non-refundable except as expressly stated. Unless an Order states otherwise, recurring fees are invoiced in advance and usage, processing and professional-service fees in arrears. Customer will pay within 15 days without set-off or deduction except mandatory withholding. Customer remains liable regardless of reimbursement by another party.

4.3 Taxes. Fees exclude taxes, duties and levies. Customer is responsible for applicable GST, VAT, sales, use, withholding and similar taxes other than taxes on Provider's net income. Customer will provide valid exemption or withholding documentation and, unless prohibited, gross up payments so Provider receives the invoiced amount.

4.4 Renewal and price changes. Subscriptions renew for the same period unless cancelled at least 30 days before renewal, subject to the Order. Provider may change prices, packaging and metrics for a renewal on at least 30 days' notice. Promotional terms expire as stated.

4.5 Late payment. Overdue sums may accrue interest at the lower of 1.5% per month or the lawful maximum. Provider may suspend for non-payment after notice and may recover reasonable collection costs.

5. Customer responsibilities

5.1 Lawful operation. Customer is responsible for its business, properties, menus, rates, inventory, tax configuration, bookings, guest communications, transactions, staff, users and regulatory obligations. The Services support operations but do not constitute legal, tax, financial or hospitality compliance advice.

5.2 Inputs and configuration. Customer will provide timely, complete and accurate data, decisions, access and cooperation; validate configuration and migrated data; maintain source backups; test integrations; and review outputs before relying on them. Provider is not responsible for defects or delay caused by Customer or third-party systems.

5.3 Third-party relationships. Customer is responsible for obtaining rights and credentials for payment providers, channels, banks, marketplaces, messaging providers, hardware and integrations, and for their fees and terms. Provider does not control third-party availability or conduct.

5.4 Acceptable use. Customer and all Authorised Users must comply with the AUP. Customer will promptly investigate and stop violations and cooperate with Provider's enforcement and incident response.

6. Implementation, support and service levels

6.1 Implementation. Onboarding, configuration, migration, training, integrations and professional services are provided only to the extent stated in an Order. Scope changes, rework and delays caused by Customer dependencies may incur additional fees and revised schedules.

6.2 Acceptance. Customer will test deliverables promptly. Unless an Order states otherwise, implementation work is accepted upon production use or 10 business days after delivery without a documented material non-conformity. Provider will use reasonable efforts to correct timely reported material non-conformities.

6.3 Support. Provider supplies support through designated channels and hours. Reseller-sold customers may receive Tier-1 support from the reseller and escalated support from Provider. No response, restoration or resolution time is binding unless included in an executed SLA or Order.

6.4 Availability and maintenance. Provider aims for high availability but does not guarantee uninterrupted or error-free service except under an SLA. Provider may perform maintenance and emergency work and will give notice where practical.

7. Customer Data and privacy

7.1 Customer Data ownership. As between the parties, Customer retains its rights in Customer Data. Customer grants Provider and its subprocessors a non-exclusive, worldwide right during the applicable retention period to host, copy, transmit, display, modify and otherwise process Customer Data solely to provide, secure, support and improve the Services, comply with law and perform the Agreement.

7.2 Customer authority. Customer represents that it has all rights, notices, lawful bases and permissions required to provide Customer Data and instruct its processing. Customer must not submit data prohibited by the Order or unnecessary sensitive data and remains responsible for accuracy, legality and data-subject communications.

7.3 Roles and DPA. For personal data processed by Provider solely on Customer's documented instructions, Customer is generally controller and Provider is processor. Provider may be an independent controller for account administration, billing, fraud prevention, security logs, legal compliance and its own permitted analytics. Where required, the DPA governs processing instructions, security, subprocessors, international transfers, assistance, deletion and audits.

7.4 Hospitality data and minors. The Services may contain guest, employee and visitor information, including information about minors submitted by a hospitality customer. Provider's statement that accounts are not directed to persons under 18 does not mean such guest records are never processed. Customer must minimise such data and ensure lawful processing.

7.5 Security. Provider will maintain appropriate technical and organisational measures considering risk, including controls for access, encryption, logging, vulnerability management, backup and incident response as applicable to the certified environment. ISO/IEC 27001 certification, if current and within scope, supports security assurance but does not by itself establish compliance with every privacy law.

7.6 Security incidents. Customer will notify Provider immediately of suspected compromise and preserve evidence. Provider will notify Customer of a confirmed personal-data breach affecting Customer Data as required by the DPA and applicable law, in time to allow Customer to meet its breach-notification obligations, including Indonesia's 3 × 24-hour requirement where applicable.

7.7 Retention and export. During the Subscription Term, Customer may export Customer Data using available functionality. After termination, Provider may retain Customer Data for 30 days for recovery, unless the Order, DPA or law requires otherwise, then delete or anonymise it subject to backups and legal retention. Customer must export needed data before deletion.

7.8 Aggregated data. Provider may create and use data that is irreversibly aggregated or de-identified so it cannot reasonably identify Customer, an Authorised User or data subject, for security, analytics, benchmarking and service improvement, subject to law and the DPA.

8. Intellectual property and feedback

8.1 Provider IP. Provider and its licensors own the Rideum Suite, Services, software, interfaces, workflows, designs, databases, models, Documentation, trademarks, know-how, modifications, improvements and derivatives, including all IP rights. No implied rights are granted.

8.2 Customer content. Customer retains rights in its pre-existing content. Customer grants Provider the rights needed under clause 7.1. Customer will not upload content that infringes third-party rights.

8.3 Feedback. Customer grants Provider a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free right to use and exploit suggestions, ideas and feedback without restriction or attribution, excluding Customer Confidential Information and identifiable Customer Data.

8.4 Marks. No right to use Provider's or Customer's marks is granted except as needed to display the Services or as separately approved. Customer may not register or challenge Provider's marks or use them in domains, company names or social handles.

9. Confidentiality

9.1 Protection. Each recipient will use the other party's non-public information only for this Agreement, protect it with at least reasonable care and disclose it only to personnel and advisers who need to know and are bound by equivalent duties. Provider's source code, architecture, security information, non-public pricing and product roadmap are Confidential Information regardless of marking.

9.2 Exclusions. Confidential Information excludes information the recipient can document was lawfully known without restriction, independently developed, lawfully received from another source or made public without breach. Required disclosure is permitted after advance notice where lawful.

9.3 Duration and remedies. Confidentiality duties continue for five years after disclosure; trade secrets remain protected while legally qualifying. Unauthorised disclosure may cause irreparable harm supporting injunctive relief.

10. Changes, suspension and termination

10.1 Service changes. Provider may update the Services for security, compliance, usability and functionality. Provider will use reasonable efforts to notify Customer of a material reduction in core paid functionality and may replace or discontinue third-party, beta or non-core features.

10.2 Suspension. Provider may suspend affected access without liability to prevent security threats, unlawful or abusive use, non-payment, sanctions risk, harm to the Services or third parties, or material breach. Where practicable, Provider will notify Customer and limit suspension to affected accounts.

10.3 Termination for cause. Either party may terminate an affected Order for material breach not cured within 30 days after notice, or 10 days for payment breach. Provider may terminate immediately for insolvency, fraud, serious security or privacy breach, infringement, repeated AUP violations, sanctions or corruption risk, or unlawful use.

10.4 Effect. Upon expiry or termination, access and licences end, Customer must stop use and pay accrued amounts, and clauses intended by nature to survive remain effective. Termination does not entitle Customer to compensation for lost profits, goodwill or investment.

11. Warranties and disclaimers

11.1 Authority. Each party warrants it has authority to enter this Agreement. Provider warrants that paid Services will perform materially according to current Documentation during the Subscription Term.

11.2 Exclusive remedy. For breach of the service warranty, Provider will use commercially reasonable efforts to correct or provide a workaround. If Provider cannot cure a material breach, Customer may terminate the affected Service and receive a refund of prepaid unused recurring fees for the terminated period.

11.3 Exclusions. The warranty does not cover trials, beta or free services; misuse; unauthorised changes; unsupported configurations; third-party products; internet failures; Customer data, systems or instructions; or use contrary to this Agreement or Documentation.

11.4 Disclaimer. To the maximum extent permitted by law, except for express warranties, the Services are provided "as is" and "as available". Provider disclaims implied warranties of merchantability, satisfactory quality, fitness for purpose, title, non-infringement and uninterrupted or error-free operation. Provider does not warrant business outcomes, regulatory compliance of Customer's operations, or prevention of every threat, error or data loss.

12. Indemnities

12.1 Provider IP indemnity. Provider will defend Customer against a third-party claim that authorised use of paid Services infringes a patent, copyright or trademark and pay finally awarded damages or approved settlements, provided Customer gives prompt notice, sole defence control and cooperation. Provider may modify, replace or terminate affected Services and refund prepaid unused fees. This does not cover combinations, Customer modifications or data, third-party materials, continued use after notice or non-compliant use.

12.2 Customer indemnity. Customer will defend and indemnify Provider and its personnel against third-party claims arising from Customer Data or content; Customer's business, products or services; unlawful or unauthorised use; breach of the AUP, privacy, consumer or payment obligations; Customer's instructions or configurations; or Customer's negligence, fraud or wilful misconduct.

12.3 Procedure. The indemnified party will give prompt notice and reasonable cooperation. The indemnifying party controls the defence, but may not settle by admitting fault, imposing non-monetary obligations or failing to release the indemnified party without consent.

13. Limitation of liability

13.1 Excluded loss. To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, exemplary, punitive or consequential loss, or loss of profits, revenue, goodwill, anticipated savings, business opportunity or data, even if advised of the possibility.

13.2 Cap. Subject to clause 13.3, each party's aggregate liability arising from an Order will not exceed fees paid or payable under that Order in the 12 months before the first event giving rise to liability. For free services, Provider's aggregate liability is SGD 100.

13.3 Carve-outs. The exclusions and cap do not apply to payment obligations; Customer's breach of clauses 3, 8 or 9; Customer's indemnity; fraud, wilful misconduct or gross negligence; or liability that cannot lawfully be limited. Provider's IP indemnity remains subject to the cap unless law prohibits.

14. General

14.1 Compliance. Each party will comply with applicable laws. Customer will not use the Services in prohibited jurisdictions, for restricted persons or prohibited end uses, and will comply with export controls, sanctions and anti-bribery laws.

14.2 Governing law and disputes. This Agreement is governed by Singapore law, excluding conflict rules. After 30 days of good-faith executive negotiation, disputes will be finally resolved by SIAC arbitration in Singapore, in English, by one arbitrator. Either party may seek urgent injunctive relief.

14.3 Notices. Formal notices must be in writing and delivered to the addresses or notice emails in the Order. Provider's notice address is Develab Pte. Ltd., 10 Anson Road #10-11 International Plaza, Singapore 079903, and notices may also be sent to sales@develab.io.

14.4 Assignment. Customer may not assign or transfer this Agreement without Provider's written consent. Provider may assign to an affiliate or in connection with reorganisation, financing, merger or sale of relevant assets.

14.5 Force majeure. Neither party is liable for delay beyond reasonable control, excluding payment. The affected party will notify and mitigate. If material force majeure continues over 60 days, either party may terminate the affected Order.

14.6 Changes to online terms. Provider may update this Agreement prospectively. Material changes will be notified by email or in-product notice at least 30 days before taking effect, except urgent security, legal or abuse-related changes may take effect sooner. Changes apply on renewal unless earlier acceptance or law permits otherwise.

14.7 Entire agreement; severability; waiver. The incorporated documents are the entire agreement on their subject. Invalid provisions are modified or severed to the minimum extent. Waivers must be written and are limited to their instance. Remedies are cumulative.

14.8 Counterparts and electronic acceptance. Orders may be signed in counterparts and electronically. Clickwrap, account creation or continued paid use after valid notice may constitute acceptance where legally effective.

14.9 Survival. Payment, restrictions, IP, confidentiality, data retention and incidents, disclaimers, indemnities, liability, disputes and other provisions intended by nature survive.