

Terms and Conditions

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GENERAL PROVISIONS

1. Offers agreement
 - 1.1 These terms and conditions apply to all offers, legal relationships and agreements to which supplier goods and/or services of any kind to the client. Exceptions and additions to these general conditions shall only be valid if they have been agreed explicitly and in writing.
 - 1.2 All offers and other expressions of supplier are without obligation, unless otherwise expressly indicated in writing by the supplier. The Client is responsible for the correctness and completeness of the by him or on his behalf to supplier specified sizes, requirements, specifications of the performance and other data bases which supplier his offer.
 - 1.3 Applicability of purchase, or other conditions of the client is expressly excluded.
 - 1.4 If any provision of these general conditions is void or is destroyed, the other provisions of these general terms and conditions remain in full force.
 - 1.5 Supplier can still (further) requirements of communication between the parties or the provision of acts by email.

2. Price and payment
 - 2.1 All prices are excluding turnover tax (VAT) and other taxes which are imposed by the public authorities.
 - 2.2 If there is a periodic commitment of the client, is that the supplier is entitled in writing to a period of at least three months the applicable prices and tariffs. If the client does not want to accept such an adjustment, the client is entitled within thirty days of the notification to terminate the agreement at the date of the adjustment would enter into force.
 - 2.3 Parties will capture in the agreement the date or dates on which supplier will be invoice the compensation for the agreed performance to the client. Invoices shall be paid by the client on the invoice according to the payment terms. In the absence of a specific scheme the client will pay within thirty days of the invoice date. The Client is not entitled to reimbursement or the suspension of a payment.
 - 2.4 If the client pays not the amounts due in time, is the client, without any warning or notice is required, statutory interest on the outstanding amount. If the client remains in default after notice or notice the claim to comply, the supplier may claim from their hands, in which case the client in addition to the total amount is also taken to reimbursement of all judicial and extrajudicial costs, including costs calculated by external experts in addition to the straight fixed costs. Also, the client by the supplier the costs of a failed mediation by judgment is payable if client sentenced to whole or partial payment of the outstanding amount.

3. Confidential information, acquisition staff and privacy
 - 3.1 Each of the parties will ensure that all information received from the other party which we know or should know that it is of a confidential nature, remain secret, unless a legal obligation disclosure of that information. The party receiving confidential information, will use it only for the purpose for which they are provided. Data are in any case be considered to be confidential if this by one of the parties are identified as such.
 - 3.2 Each of the parties for the duration of the agreement as well as one year after termination thereof only after prior written consent of the other party, employees of the other party, which are or have been involved in the implementation of the agreement, in service or otherwise, directly or indirectly, to employ. The Supplier will not abstain on consent where appropriate if the client has offered an appropriate compensation.
 - 3.3 The Client shall indemnify supplier for claims of persons from whom personal data is registered or

incorporated in the framework of a system which is held by the client or by the client under the law otherwise is responsible, unless the client proves that the facts on which the claim is based solely attributable to supplier.

4. Subject to property and rights, Business formation and retention
- 4.1 All goods supplied to the client, if the Customization, remain the property of the supplier until all amounts payable for the client supplied or to be supplied under the agreement or made or to be made things work, as well as all the other amounts which the client because of the failings in the commitment is due entirely to supplier are met. A client who as a reseller occurs, all matters which are subject to the reservation of title of supplier may sell and resell in so far as that is common in the context of the normal exercise of his business. If the client (partly) by vendor supplied affairs constitutes a new case, constitutes the client that case only for supplier and customer of the newly formed case for supplier until the client all amounts payable under the agreement has been met; supplier has in that case to the time of full satisfaction by the client all rights as owner of the newly formed case. In the case of leasing, the vendor owner of the designs, sketches, scripts, cms, software, (digital) files, etc. and gives the right to client.
- 4.2 Rights shall, where appropriate to the client still granted or transferred under the condition that the client the agreed benefits timely and fully charged.
- 4.3 Supplier can in the framework of the agreement received or generated business, products, financial interests, data, documents, data files and (between-)results of the services of the supplier have, despite an existing obligation to issue, until the client has paid all amounts due to supplier.
5. Risk
- 5.1 The risk of loss, theft or damage to property, products, software or data which are the subject of the agreement, on the client on at the time of this in the factual power of client or a servant or agent of the client.
6. Rights of intellectual or industrial property
- 6.1 All rights of intellectual and industrial property under the agreement developed or made available software, websites, databases, equipment or other materials, such as analysis, design, documentation, reports, quotations, as well as preparatory material, are based exclusively on supplier, its licensors or its suppliers. The Client obtains the rights only in these conditions and the law specifically granted. Any other or more extensive right of client to reproduction of software, web sites, databases or other materials is excluded. The client only prolong a right to use is non-exclusive and non-transferable to third parties.
- 6.2 If, in derogation of article 6.1 supplier is prepared to undertake to transfer of a right of intellectual or industrial property, can such a commitment still only in writing and expressly be committed. If the parties expressly agree in writing and intellectual or industrial property rights in respect of specific to client -developed software, websites, databases, equipment or other materials, will start on the client, then let that be the responsibility of the supplier to which does not affect the development of the Underlying components, general principles, ideas, design, documentation, work, programming languages and such, without any restriction to apply for other purposes and to operate, either for themselves or for third parties. Nor shall not affect a transfer of rights of intellectual or industrial property right of supplier to the benefit of themselves or third parties to take developments which are similar to those in favor of the client or be done.
- 6.3 The client is not allowed any indication concerning the confidential nature or concerning copyright, trade marks, trade names or other intellectual or industrial property rights from the software, web sites, databases, equipment or materials to modify or delete.
- 6.4 The supplier is allowed to adopt technical measures for the protection of the software or with a view to agreed restrictions in the duration of the right to use the software. It is the client not allowed such a technical measure to remove or to avoid. If security measures have the effect that the client does not backup software, supplier will provide a backup client on request.
- 6.5 Unless supplier gives a backup copy of the software on the client, the client may make one backup copy of the software, which can be used only to protect against involuntary robbery or damage. Installation of the backup takes place only after involuntarily robbery or damage. A backup should

- be provided with the same labels and indications of copyright as present on the original copy (see 6.3).
- 6.6 Subject to the other provisions of these general conditions, the client entitled him to improvement of errors in the software as is necessary for the intended use of the software. Where in this general conditions of 'errors', is understood to mean the substantial does not comply with the vendor made known in writing functional or technical specifications and, in the case of custom made and websites, in writing between the parties expressly agreed to the functional or technical specifications. There is an error if the client only this can demonstrate and if this is reproducible. The Client is taken of errors without delay notification to supplier.
- 6.7 Supplier shall indemnify the client against any action of a third which is based on the allegation that by supplier proprietary software, websites, databases, equipment or other materials in violation of any applicable law of The Netherlands intellectual or industrial property, under the condition that the client supplier immediately in writing informs of the existence and content of the action and the handling of the case, including the taking of any settlements, whole leaves to supplier. The Client will be the necessary powers, information and participation in supplier give, if necessary in the name of the client, to defend against these lawsuits. This obligation to safeguard expires if the alleged infringement related (i) with by the client to use, processing, processing or incorporation of supplier available materials, or (ii) changes in the client's software, website, databases, equipment or other materials has made or by third parties. If in straight irrevocably by the supplier himself developed software, web sites, databases, equipment or other materials infringe any right of belonging to a third party intellectual or industrial property or if, in the opinion of the supplier an opportunity to make a such a breach occurs, will ensure that the client supplier if possible the delivered, or functionally equivalent other software, websites, databases, equipment or on other materials undisturbed can continue to use, for example, by adjustment of the infringing components or by acquisition of a right in favor of the client. If supplier to be considered not only or not otherwise than for him (financial) unreasonable manner adversely may ensure that the client can continue to use the supplied undisturbed, will supplier the delivered against crediting the acquisition costs net of and reasonable fees back. Supplier will not make his choice in this context than after consultation with the client. Each other or further liability or clause of supplier because of violation of the rights of intellectual or industrial property rights of a third is completely excluded, including liability and indemnification Obligations of supplier for infringements caused by the use of the supplied software, websites, databases, equipment and/or materials (i) in a not by supplier modified form, (ii) in conjunction with not by vendor supplied or provided business or software or (iii) in any manner other than for which the equipment, software, websites, databases and/or other materials are developed or intended.
- 6.8.1 The Client guarantees that no rights of third parties are opposed to making available to supplier of equipment, software, websites intended for material (images, text, music, domain names, logos, etc.), data files, or other materials, including taking out, with the purpose of use, operation, installation or incorporation (e.g. In a website). The Client will indemnify supplier against any action which is based on the allegation that such available, use, edit, install or incorporate infringes any rights of third parties.
7. Cooperation by the client; telecommunications
- 7.1 The client will provide in time, to supplier for a proper implementation of the agreement, useful and necessary data or information and cooperate, including the provision of access to its buildings. If the client in the context of the cooperation in the implementation of the agreement own staff commitment, will this staff have the necessary knowledge, experience, capacity and quality.
- 7.2 The client will bear the risk of the selection, use and the application in his organization of the equipment, software, websites, databases and other products and materials and the provided services of the supplier, and is also responsible for the control and security procedures and an adequate management.
- 7.3 If the client provide software, websites, materials, data files or data on a medium to supplier, will meet the required specifications by supplier.
- 7.4 If the client the necessary data, equipment, software or employees, not timely or not in accordance with the agreements made by supplier proposes to implement the agreement or if the Customer otherwise fails to meet its obligations, the supplier is entitled to partial or partial suspension of the

execution of the agreement and has the right to bring the resulting costs according to its usual rates, all without prejudice to the Supplier's right to exercise any other legal right.

- 7.5 In cases where employees of supplier on location of client work, shall charge the client for the care by the staff in reasonable desired facilities, such as a workspace with computer and telecommunications facilities. The workspace and facilities will comply with all applicable (legal) requirements and regulations on working conditions. The Client shall indemnify supplier against claims of third parties, including employees of supplier, which in connection with the implementation of the agreement are suffering damage which is the result of acts or omissions of customer or unsafe situations in his organization. The Client will force within its organization house and security policies in good time to the employees of supplier.
- 7.6 If the implementation of the agreement need to use is telecommunications facilities, including the internet, is the client responsible for the right choice and the timely and adequate availability, except for those facilities under direct use and management of supplier. Supplier is never liable for any damage or costs because of transmission errors, faults or non-availability of the facilities, unless the client proves that this damage or costs are the result of intent or gross negligence of the supplier or its executives. If the implementation of the agreement need to use telecommunications facilities is entitled supplier client access or identification codes to assign. Supplier can assigned access or identification codes change. The Client deals with the access codes confidential and with care and makes this known only to authorized staff. Supplier is never liable for any damage or costs which are the result of abuse of access or identification codes.
8. Delivery Times
- 8.1 All listed by supplier or agreed (delivery)deadlines are to the best determined on the basis of the data at the time of concluding the contract were known to supplier. Supplier is trying to include in agreed (delivery)deadlines to comply as far as possible. The single crossing of a specified or agreed (delivery)term supplier shall not in failure. In all cases, therefore, if the parties, in writing and expressly a deadline agreed, supplier because of timeout first in failure after the client has informed him in writing in default. Supplier is not tied to whether or not final (delivery)deadlines which, because its power located outside conditions after the conclusion of the agreement have occurred, not more can be achieved. Nor is supplier bound to a whether or not deadline if parties a change in the content or scope of the agreement (additional work, change of specifications etc.) are agreed. If overrun of any time limit threatens, supplier and client will enter into consultation as soon as possible.
9. Termination agreement
- 9.1 Each of the parties have the power to dissolution of the agreement only if the other party, still in all cases after a proper and as detailed as possible formal notice and a reasonable time will be made for the purification of the deficiency, fails culpably in the fulfillment of essential obligations of the agreement.
- 9.2 If an agreement which by its nature and content does not end upon completion, for an indefinite period, it can be terminated. By either party after consultation and with a statement of reasons by written notice If the parties have no express notice period is agreed upon, the reasonable notice period should be observed. Parties will never be obliged to pay any compensation for termination.
- 9.3 Notwithstanding what the law on that subject by means of regulating law has determined, the client may terminate an agreement of services only in the cases provided for in these conditions.
- 9.4 Each of the parties, can terminate the agreement without notice wholly or partly in writing with immediate effect if the other party -whether or not provisional, suspension of payment is granted, where, in respect of other party bankruptcy is requested or if the company of the other party is liquidated or terminated otherwise than for the purposes of reconstruction or amalgamation of companies. Supplier, because of this termination, is never to any refund of already received payments or for damages. In case of bankruptcy of the client's the loss of the right to use of the client software end automatically.
- 9.5 If the client at the time of its dissolution as referred to in article 9.1 already performance for the implementation of the convention has received, will this performance and the related commitment no object of withdrawal, unless the client proves that supplier in respect of such performance is in failure. Amounts invoiced by supplier before the dissolution, in connection with which he in implementation of the agreement has already properly carried out or supplied, remain in compliance

with the provisions of the preceding sentence shall be due and without prejudice at the time of its dissolution shall be immediately due and payable.

10. Liability

- 10.1. If Supplier is liable, then, this liability is limited to what is provided for in this provision is controlled.
- 10.2. If Supplier is liable for direct damages, that liability is limited to up to twice the invoiced amount, at least that part of the order to which the liability is relates, at maximum up to € 5,000- (FIVE THOUSAND euro). The liability is limited to the maximum at any time the amount of the Supplier by the insurer in the common case of benefit to provide.
- 10.3. In derogation of 2. of this article is determined, in a job with a longer period than six months, the liability further limited to the over the last six months invoiced amount due.
- 10.4. Under the direct injury" shall mean only:
The reasonable costs of determining the cause and extent of the damage, to the extent that the determination relates to damage within the meaning of these conditions; any reasonable expenses incurred for the poor performance of supplier to the agreement to answer, unless this can be attributed not to supplier; reasonable costs incurred to prevent or minimize damage, to the extent that client proves that the costs have led to a reduction of direct damage as referred to in these terms and conditions.
- 10.5. Supplier is never liable for indirect damage, including consequential damages, lost profits, lost savings, and damage by business interruption.
- 10.6. The liability of the supplier because of attributable shortcoming in the fulfillment of the agreement occurs in all cases only if the client supplier without delay and in writing duly absence, and a reasonable time for the purification of the deficiency, and supplier also remains after that period attributable to fall short in the performance of its obligations. The notice must be as complete and contain detailed as possible description of the failure, so supplier is able to respond adequately.
- 10.7. Condition for the creation of any right to compensation is still that the client the damage as soon as possible after the creation of the supplier in writing reports. Any claim for damages against supplier is ended by the mere expiry of 24 months after the emergence of the claim.
- 10.8. The Client shall indemnify supplier for all claims of third parties in respect of product liability as a result of a defect in a product or system that is supplied by the client to a third party and which consisted of by vendor supplied equipment, software or other materials, except if and to the extent that the client proves that the damage was caused by the equipment, software or other materials.
- 10.9. The provisions of this article shall apply also in favor of all (right)persons whose supplier operates in implementation of the agreement.

11. Force Majeure

- 11.1. None of the parties is obliged to fulfill any obligation if he is prevented from attending as a result of force majeure. Under force majeure shall include force majeure of suppliers of supplier, not properly fulfilling obligations of suppliers by customer to supplier are prescribed as well as inadequacy of affairs, materials, third-party software, the use by customer to supplier is recommended.
- 11.2. If a force majeure event has lasted longer than ninety days, the parties have the right to terminate the agreement by written dissolution. What has already been done under the agreement, will be in proportion be settled, without that parties are in which case in proportion settled, without that parties are obliged to each other.

12. Applicable law and disputes

- 12.1. The agreements between supplier and client shall be governed by German law. Applicability of the United Nations Convention 1980 is excluded.
- 12.2. Any disputes which may arise between the supplier and the client as a result of an agreement between the supplier and the client or as a result of further agreements, will be settled by arbitration in accordance with the Arbitration of the Dispute Resolution Foundation Automation to The Hague, and without prejudice to the right of the parties to a provision in arbitration interim

questions and without prejudice to the right of the parties to the adoption of protective retroactive legislation.

- 12.3 In Order an amicable solution of an existing or possible future dispute to test, either party may still an ICT mediation according to the ICT mediation rules of the Foundation Settlement Automation to The Hague. ICT mediation pursuant to this regulation is aimed at mediation by one or more mediators. This procedure does not lead to a binding on both parties. Participation in this procedure is on a voluntary basis. The provisions of this paragraph is not opposed to a party that wishes, the procedure of ICT mediation passes and sever listed in article 12.2 dispute settlement follows.

Computer service

In this chapter the "computer service " are listed, in addition to the General Provisions of these general conditions, apply if supplier services in the field of computer service, which is the automatic processing of data using software and equipment managed by the supplier.

- 13 Duration
- 13.1 If the agreement relates to the periodic or regular provision of subject, the agreement is entered into between the parties for the duration, in the absence of a duration of one year. The duration of the agreement shall be automatically renewed on each occasion for the duration of the initial period, unless the client or supplier terminates the agreement in writing with three months' notice for the end of the period.
- 14 Implementation of the work
- 14.1 Supplier shall carry out the computer service only in command of the client. If supplier under a competent given command of a public authority in relation to computer service data of client or his staff, all related costs to the client will be charged. Supplier will provide the subject with care with the client in accordance with the written procedures and appointments.
- 14.2 All data to process by supplier shall in accordance with the conditions to be prepared and delivered by the client. The Client will process the data to and retrieve the results of the processing of the place where the supplier computer service maintain. Transport and transmission, in any manner whatsoever, shall be carried out for the account and risk of the client, even if this done by supplier or provided.
- 14.3 The Client is there for all to supplier by him computer service to implementation of the submitted materials, data, software, procedures and instructions are correct and complete and that all media supplier to comply with the specifications of the supplier.
- 14.4 All equipment used by the supplier to the computer service, software and other matters remain the property or object of intellectual and industrial property of supplier, even if the client pays a fee for the development or purchase by its supplier. Supplier may hold the client's products and information received and the results generated of the processing until the client has paid all amounts due to supplier.
- 14.5 Supplier may make changes in the content or scope of the computer service. If such changes made a change of the client's procedures, supplier will inform the client about this as early as possible. The cost of this change are for the account of the client. In that case the client may terminate the agreement by notice in writing to the date on which the amendment enters into force, unless this change related to changes in relevant legislation or other by competent authorities given rules or supplier the cost of this change will account for.
- 14.6 Supplier shall exert its best to guarantee that the will be adapted to changes in the managed by it in connection with its services Dutch laws and regulations. Timely by him in the performance of the software used computer services. Upon request, Supplier will advise, against his usual rates, on the implications of these changes for the client.
15. Security, privacy and retention
- 15.1 Supplier meets the obligations of the legislation concerning the processing of personal data. Supplier will ensure appropriate technical and organizational measures (person)to protect data against loss or against any form of unlawful processing.
- 15.2 Client ensure that all legislation relating to the processing of personal data, including the rules by or under the Personal Data Protection Act, strictly observed and that all required notifications are carried out and all required consents to processing of personal data are obtained. The Client will provide to supplier all relevant information requested in writing without delay.
- 15.3 The Client shall indemnify supplier for all claims of third parties against supplier should be instituted for a supplier not to count violation of the Personal Data Protection Act and/or other legislation concerning the processing of personal data.

15.4 The Client shall indemnify supplier for all claims of third parties, including public institutions, which could be set up against supplier for violation of the legislation on legal holds.

16. Warranty

16.1 Supplier is not responsible for verification of the accuracy and completeness of the results of the subject. The Client will check after receiving these results themselves. Supplier is not for in that the subject is granted uninterrupted or error free. If defects in the results of the subject are a direct result of products, software, media, procedures or operations for which supplier under the agreement expressly is responsible, the supplier will repeat subject in order to the best of its ability to restore these shortcomings, provided that the client the defects as soon as possible, but not later than one week after receipt of the results of the subject, in writing and in detail supplier known. Only if defects in the subject are attributable to supplier, the repetition carried out free of charge. If defects are not attributable to supplier and/or the defects are the result of errors or omissions of the client, such as the submission of incorrect or incomplete information, will supplier the cost of any recurrence according to its usual rates to the client. If restoration of technical defects attributable to supplier or is not reasonably possible, will the supplier for the amounts due by the client on subject originator, without further or otherwise liable to the client. No other rights to the client because of shortcomings in the subject than those in this scheme are described.

SERVICES

In this chapter the "Services" are listed, in addition to the General Provisions of these general conditions, apply if supplier services, such as counseling, applicability studies, consulting, training, courses, support, secondment, hosting, design, develop, deploy and manage software, websites, or information systems and services in networks. These provisions in these general conditions included the provisions for specific services, such as computer service, the development of software and maintenance, without prejudice.

17 Implementation

17.1 Supplier will be able to work to the best service with care to introduce, where appropriate and in accordance with the written agreements and procedures with the client. All the services of a supplier be carried out on the basis of the intention, unless and to the extent that in the written agreement supplier expressly a result has promised, and the result also with sufficient inheritance is defined. Any appointments on a service level are still only expressly agreed in writing.

17.2 If the service is agreed that will take place in stages, is supplier entitled to the commencement of the services which include a phase until the client the results of the preceding stage has approved in writing.

17.3 Only if this is expressly agreed in writing, is supplier obliged promptly and correct to follow the instructions of the client. Supplier is not obliged to follow instructions which change the content or scope of the agreed services provided; If such instructions are followed, the work will be paid for in accordance with Article 18.

17.4 If an agreement is entered into to service with a view to implementation by a certain person, is a supplier still entitled, after consultation with the client, the person to be replaced by one or more other persons with the same qualifications.

17.5 In the absence of an expressly agreed invoicing schedule, all amounts relating to services provided by the supplier are once per calendar month payable in advance.

18. Modification and additional work

18.1 If supplier at the request or with the prior consent of the client work or other performance has carried out outside the content or scope of the agreed service, will this work or performance by the client shall be reimbursed in accordance with the usual rates of supplier. Additional work is also if a system analysis, a design or specifications be extended or amended. Supplier is never obliged to comply with such a request and he may require that a separate written agreement is concluded.

18.2 The Client accepts that by work or benefits referred to Article 18.1 the agreed or expected date of completion of the services, and the mutual responsibilities of the client and supplier, may be affected. The fact that during the implementation of the agreement (the demand for) additional work occurs, the client is never grounds for cancellation or termination of the agreement.

18.3 To the extent that a fixed price for the services is agreed, will inform supplier client request in writing in advance of the financial consequences of that additional work or performance.

19. Schooling, courses and training

19.1 To the extent that the services of the supplier consists of the care of a schooling, course or training, can supplier still before the commencement of the relevant request payment due. The impact of the cancellation of participation in a schooling, course or training shall be governed by the usual rules of the supplier.

19.2 If the number of notifications for this purpose in the view of supplier gives rise, has supplier the right schooling, course or training to combine with one or more other schooling, courses or training, or this to postpone at a later date/time.

20. Secondment

- 20.1 Secondment within the meaning of these conditions there is an employee of the supplier (hereinafter: the seconded employee) to the client in order to provide this employee under supervision and line c. q. direction of client work to be carried out.
- 20.2 Supplier is dedicated for in that the seconded employee for the duration of the agreement remains available, subject to the provisions of article 17.4 of replacement.
- 20.3 The client is entitled to replacement of the seconded employee to request (i) if the seconded employee demonstrably not to expressly agreed quality requirements and client within three working days of the start of the work report in writing to supplier, or (ii) in the case of long-term illness or post-employment benefits of the seconded employee. Supplier will at the request without any delay handle with priority attention. Supplier guarantee that replacement always possible is. If replacement is not possible or not broach, lapse the claims of the client on further fulfillment of the agreement as well as all claims of the client for non-compliance with the agreement. Commitments of the client on the work remain in position.
- 20.4 Supplier is taken to a timely and full payment of the for the seconded employee in connection with the agreement to pay tax and (advance-)contributions for social insurance. Supplier shall indemnify the client for all legal claims of the tax authorities and social insurance companies with regard to taxes and social security contributions which directly related to the provision by the supplier of the seconded employee (the so-called 'recipients' liability), provided that the client the settlement of the claims of supplier leaves him all cooperate and him all the necessary information and, if desired by the supplier, process mandates provided.
- 20.5 Supplier accepts no liability for the selection of the employee or for the results of work carried out under the supervision and line c. q. direction of the client to have been established.

SOFTWARE DEVELOPMENT

In this chapter "software development" provisions are listed, in addition to the General Provisions of these general terms and conditions and the special provisions in the section "Service", apply if supplier in job of installing client software develops and this may. This software is also the chapter "Use and maintenance of software" apply, except to the extent thereof in this section shall be waived. The referred to in this chapter relate only to have rights and obligations for a data processing machine software in a readable form and defined on for such a machine readable materials, as well as on the associated documentation. Where in this chapter on software is spoken, are thus also referred to websites.

21. Software Development

- 21.1 If not already at the time of the agreement or a design specifications to develop software to be available to supplier, the parties shall specify in writing the software developed in consultation and the way in which this will be. The development of the software by Supplier will perform with care on the basis of the information provided by the client, for the accuracy, completeness and consistency is the client responsible. If the parties have agreed that use of a development tool that is characterized by the design and /or the development of parts of the software is subject to a further, during the implementation of the agreement to determine priorities, this priority will still in consultation between the parties.
- 21.2 Supplier is entitled, but not required, the accuracy, completeness or consistency of the information provided to him, specifications or design to examine and to observation of any imperfections the agreed to suspend work until the client has removed the imperfections.
- 21.3 Without prejudice to the provisions of article 6 obtains the client only the right to use the software in its own company or organization. Only if and to the extent that this is expressly agreed in writing, the source code of the software and to the development of the software technical documentation to be made available to the client, in which case the client will be entitled to make changes in the software. If supplier in straight taken is the source code and/or the technical documentation to be made available to the client, supplier a reasonable fee.

22. Delivery, installation and acceptance

- 22.1 The Supplier will develop software as much as possible to the client according written specifications delivery and installation, the latter only if a supplier is agreed in writing to perform installation. In the absence of explicit agreements regarding the software will install client itself, setting up, parameterize, tune and if necessary the equipment and customize the user environment. Unless otherwise expressly agreed supplier is not obliged to perform data conversion.
- 22.2 If an acceptance test is agreed, is the test period fourteen days after delivery or, if a supplier is agreed in writing to perform installation, after completion of the installation. During the test period is the client not allowed the software to use for productive or operational purposes. Supplier may still require, therefore if this is not expressly agreed, that the client with sufficient qualified staff a proper test of sufficient size and depth on (between-) results of the development work and that the test results in writing, clear and understandable to supplier be reported.
- 22.3. The software will apply between the parties as accepted:
- If agreed between the parties is not an acceptance test is: with the installation or, if a supplier is agreed in writing to perform installation, on the completion of the installation, or
 - If an acceptance test is agreed between the parties: on the first day after the test period, or
 - If supplier before the end of the test period a test report as referred to in article 22.5 will receive: at the time that the errors mentioned in that report in the meaning of article 6.6 are restored, without prejudice to the presence of imperfections which, according to article 22.6 of acceptance does not stand in the way. By way of derogation, the software, if the client shall, before the time of an explicit acceptance any use for productive or operational purposes, fully accepted, apply as from the start of that use.

- 22.4 If, in the implementation of the agreed acceptance test shows that the software contains errors that impede the progress of the acceptance test, will the client supplier in writing detailed information, in which case the test period is interrupted until the software so that the obstacle is removed.
- 22.5 If in the implementation of the agreed acceptance test shows that the software errors in the meaning of article 6.6, the client supplier not later than the last day of the test period by means of a written and detailed report on the errors. Supplier will use their best efforts the errors within a reasonable time to restore, where supplier is entitled temporary solutions, program detours or problem avoidant restrictions in the software.
- 22.6 Acceptance of the software may not be denied on other grounds than those related to the between the parties expressly agreed specifications and also not because of the existence of small errors, errors that operational or productive initial start-up of the software not reasonably stand in the way, without prejudice to the obligation of the supplier to this small errors in the framework of the guarantee scheme of article 25, if applicable, to restore. Acceptance may also not be remember with regard to aspects of the software that only subjective to be assessed, such as the design of user interfaces.
- 22.7 If the software in phases and/or parts will be delivered and tested, let the non-acceptance of a certain stage and/or part a possible acceptance of a previous stage and/or another component shall not affect
- 22.8 Acceptance of the software on one of the ways referred to in article 22.3 has the effect that the supplier is fully discharged for the fulfillment of its obligations regarding the development and provision of the software and, if also, where appropriate, the installation by the supplier is agreed, of its obligations regarding the installation of the software. Acceptance of the software does not affect the rights of the client on the basis of article 22.6 concerning small defects and article 25 on warranty.
- 22.9 In the absence of an expressly agreed invoicing schedule all amounts are related to the development of the software, due to the delivery of the software or, if also, where appropriate by the supplier to perform the installation is agreed in writing, on completion of the installation.

USE AND MAINTENANCE OF SOFTWARE

In this chapter the "Use and maintenance of software" are listed, in addition to the General Provisions of the general conditions applicable to all software made available by the supplier. The referred to in this chapter relate only to have rights and obligations for a data processing machine software in a readable form and defined on for such a machine readable materials, as well as associated documentation, everything including possibly by supplier to provide new versions. Where in this chapter on software is spoken, are thus also referred to web sites.

23. License

- 23.1 Without prejudice to the provisions of article 6, provide supplier client a non-exclusive right to the use of the software. The Client will still observe strictly agreed between the parties use restrictions. Without prejudice to the general conditions in this certain includes the right of the client only the right software to load and run.
- 23.2 The software may only by the client in his own company or organization be used on one processing unit and for a given number or type of users or connections for which the license is issued. To the extent that nothing else is agreed, the processing unit of the client on which the software is used for the first time and the number of connections that, at the time of first use on which processing unit is connected, if processing unit and number of connections for which the license is issued. At any fault of the processing unit can the software for the duration of the fault on a other processing unit are used. The right can relate to multiple processing units to the extent that the agreement expressly shows.
- 23.3 The license is not transferable. The client is not allowed the software and supports on which it is recorded to sell, lease, to sublicense, dispose or limited rights to grant or in what way or for any purpose to a third party, whether or not a third remote access to the software or the software to a third party to hosting, not even if the third the software solely for the purposes of the client used. The Client will not change the software other than in the context of the error recovery. The Client will not use the software in the context of the processing of data for third parties ('time-sharing'). The source code of the software and the development of the software produced by the technical documentation shall not be made available to the client, even if the client is prepared for this posting a financial compensation to comply. The client acknowledges that the source code contains a confidential character and that belongs to business secrets of supplier.
- 23.4 Immediately after the end of the right to use the client software will return all in his possession copies of the software to supplier. If the parties have agreed that the client at the end of the licensed copies will destroy, will the client of such destruction without delay notification in writing to supplier.

24. Delivery, installation and acceptance

- 24.1 Supplier will deliver the software on the agreed type and size media to client and, if supplier has agreed in writing to perform installation, install the software by the client. In the absence of explicit agreements regarding the software will install client itself, setting up, parameterize, tune and if necessary the equipment and customize the user environment. Unless otherwise expressly agreed supplier is not obliged to perform data conversion.
- 24.2 If an acceptance test in writing between the parties is agreed, the provisions of Articles 22.2 and 22.7 shall apply mutatis mutandis. If the parties do not have agreed acceptance test, accepts the client software in the state in which it is at the moment of delivery is, therefore with all visible and invisible errors and other defects, without prejudice to the obligations of the supplier under the guarantee of article 25. In all cases, the provisions of article 22.8 without prejudice.
- 24.3 In the absence of an expressly agreed invoice schedule are all amounts relating to the provision of software and the right to use the software due to the delivery of the software or, if appropriate, shall also if supplier is agreed in writing to perform installation, on completion of the installation.

25 Warranty

- 25.1 Supplier will endeavor to ensure errors to the best of its ability in the software within the meaning of article 6.6 within a reasonable time to repair if this within a period of three months after delivery, or, if the parties an acceptance test is agreed, within three months of acceptance in writing to supplier are reported defined in detail. Supplier does not warrant that the software without interruption, errors or

other defects will work or that all errors and other defects are improved. The recovery is carried out free, unless the software is developed in custom for client otherwise than for a fixed price, in which case supplier in his usual rates the cost of recovery will charge. Supplier may, in accordance with its usual rates the cost of recovery in charge of user mistakes or if there is the improper handling of client or of other not to supplier attributable to causes or if the errors in the implementation of the agreed acceptance test had to be determined. Restoration of mutilated or lost data is not covered by the warranty. The waiver shall expire if the client without the written consent of the supplier or make changes in the software release, which consent will not be withheld on unreasonable grounds.

25.2 Recovery of errors will be made by the supplier to determine on a location. Supplier is entitled temporary solutions or program bypasses or problem-avoiding to make or use in the software.

25.3 Supplier has no obligation on recovery for errors reported, after the end of the warranty period referred in 25.1, unless a maintenance agreement between the parties is closed of such an obligation to repair.

26 Maintenance

26.1 If for the software a maintenance agreement is concluded or if in the fees of the software maintenance is included, will the client according to the usual procedures of any errors found in the software supplier to supplier detailed reporting. After receipt of the report will supplier use their best efforts to resolves errors within the meaning of article 6.6 to restore and/or to make improvements to subsequent new versions of the software. The results will vary depending on the urgency of the supplier to determine manner and period to be made available to the client. Supplier is entitled temporary solutions or program bypasses or problem-avoiding restrictions in the software. In the absence of explicit agreements will subject the client the corrected software or install the new version, setting up, parameterize, tune and if necessary the equipment and customize the user experience . Unless otherwise expressly agreed supplier is not obliged to perform data conversion.

26.2 Supplier guaranteed not that the software without interruption, errors or other defects will work or that all errors or other defects are improved.

26.3 Supplier can the cost of restoration according to its usual rates in charge when the mistakes are made by users or if there is not the improper use or of other not to attribute to supplier or if the software is modified by others than supplier. Restoration of mutilated or lost data is not covered under maintenance.

26.4 If a maintenance agreement is closed, will the supplier new version provide at client when available. Three months after expire the new version is supplier no longer obliged to recover any errors in the old version and to the granting of support with regard to an old version. For the disposal of a version with new features and functionality of the client may require that the supplier a new agreement between both parties and that for the new version a new compensation is paid.

26.5 If the client does not simultaneously with the conclusion of the contract to posting of the software maintenance agreement is entered into with the supplier, supplier not be taken at a later time to agree to accept a maintenance agreement.

26.6 In the absence of an expressly agreed invoicing schedule plan are all amounts relating to maintenance of software for the commencement of the service interval due.

27. Software of supplier

27.1 If and to the extent that third-party software supplier to the client, will, provided that the client is informed in writing by the supplier, as far as the conditions of that third-party software application of overruling of the provisions of these terms and conditions. The Client accepts the conditions of third parties. These conditions are available for inspection at the supplier for the client and supplier will these conditions send to the client on request and free of charge. If and to the extent that the conditions referred to in the third-party relationship between client and supplier for any reason are deemed not to apply to or be declared inapplicable, applies the provisions of these general conditions fully.

For more information:

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