

GENERAL TERMS AND CONDITIONS

Article 1 Definitions

The following definitions apply in these terms and conditions:

Contract value: the amount invoiced by Yiraphic to the Client and the sum paid by the Client to Yiraphic pursuant to an Agreement, insofar as it relates to the hours worked by employees of Yiraphic or - but only insofar as goods are delivered and no hours worked or services provided without billing on an hourly basis - insofar as these relate to the goods or services provided by Yiraphic;

Errors: non-compliance with the functional specifications made known in writing by Yiraphic and, in the case of customized software, non-compliance with the functional specifications explicitly agreed in writing;

Yiraphic: the private limited liability company Yiraphic B.V., with its registered office in Amsterdam; Delivery: the delivery or delivery in accordance with the Agreement or assignment of goods, services or work or combinations thereof to the agreed location (s) and from one of the three companies (Yiraphic, Total Request or Total Commerce); Normal office hours: hours on Monday to Friday office hours: - not being generally recognized public holidays - from 9:00 am to 5:30 pm; These general provisions have been drawn up and are valid for the companies: Yiraphic, Total Request and Total Commerce.

Client: any natural or legal person who has asked Yiraphic for a quote, or to whom Yiraphic has sent a quote or with whom Yiraphic is negotiating the formation of an Agreement, or with whom Yiraphic has closed an Agreement ;

Order: an order from the Client;

Agreement: any Agreement between Yiraphic and the Client for the delivery of goods or the performance of work / services or the granting of (user) rights with regard to intellectual property, such as copyright with regard to software or combinations thereof, on which these general terms and conditions apply and any supplement thereto or modification thereof;

Article 2 Applicability

2.1 These general terms and conditions apply to all quotations, offers and Agreements to which Yiraphic is a party. Deviations from the provisions of these general terms and conditions can only be made in writing.

2.2 In the event of a conflict between a provision in these general terms and conditions and a provision in an Agreement concluded with the Client, the latter provision takes precedence.

2.3 If one or more provisions of these general terms and conditions are found to be invalid, destroyed or otherwise lose their legal validity, Yiraphic has the right to replace this provision and the other provisions will remain in force as far as possible.

Article 3 Offers and conclusion of the Agreement

3.1 All quotes, offers or quotes from Yiraphic are without obligation and only constitute an invitation to make an offer, unless explicitly stated otherwise in writing in the quotation.

3.2 An Agreement between the Client and Yiraphic is concluded if and insofar as Yiraphic accepts an Order from the Client in writing.

3.3 If Yiraphic performs any performance at the request of the Client before full agreement has been reached on the price and payment conditions for that performance, the Client will pay Yiraphic for this in accordance with the rates applicable at that time with Yiraphic.

3.4 Addition (s) to - or modification (s) of- an already concluded Agreement can only be agreed in writing.

Article 4 Prices

4.1 All prices of Yiraphic are exclusive of turnover tax (VAT) and other levies imposed by the government. Unless otherwise agreed, the costs of packaging and shipping, any installation or assembly costs, the costs for carrying out work outside of normal office hours, as well as travel and accommodation costs in connection with the provision of services, are not included in the agreed price included and those costs will be borne by the Client.

4.2 Changes in cost price factors that occur more than three months after entering into the Agreement may be passed on by Yiraphic.

4.3 Unless the parties have agreed otherwise, the prices stated in the Agreement will be increased in January and July of each year by the price index for Collective Labor Agreement wages per hour, including special rewards, business services personnel (70-74) as determined by the Central Bureau of Statistics. Such an increase does not apply if Yiraphic has already implemented a price increase in accordance with Article 4.2 in the preceding six-month period (January to June or July to December) with a percentage equal to or higher than the percentage to which application of Article 4.3.

If the percentage increase based on Article 4.2 is lower than the percentage that would result from the application of Article 4.3, the percentage increase ex Article 4.2 applied in the previous six-month period will be deducted from the percentage increase ex Article 4.2.

Article 5 Payment and default

5.1 The Client must pay the invoices of Yiraphic in accordance with the payment conditions stated on the invoice. If these payment conditions are missing, the Client must arrange for payment within 14 days of the invoice date.

5.2 In the event of late payment, the Client will be in default without (further) notice of default. In that case, without prejudice to the (other) rights of Yiraphic, the Client will owe statutory commercial interest from the date of default until the date of full payment, as well as an immediately payable fine of 15% on the amount still owed with a minimum from € 75.00.

5.3 The client is not entitled to set-off or suspension of payment and / or the execution of obligations arising from Agreements or these general conditions

Article 6 Delivery periods

6.1 All (Delivery) periods mentioned by Yiraphic are indicative, non-fatal and based on the data and circumstances that are known to Yiraphic at the time of concluding the Agreement. Yiraphic will observe the specified (Delivery) periods as much as possible.

6.2 The mere exceeding of a stated (Delivery) period does not put Yiraphic in default. Yiraphic is not bound by (Delivery) periods that can no longer be met due to circumstances beyond its control that occurred after the Agreement was entered into. If there is a risk that any term will be exceeded, the parties will consult as soon as possible.

6.3 Yiraphic has the right to execute the Agreement in partial deliveries.

Article 7 Intellectual or industrial property rights

7.1 All rights of intellectual or industrial property on all goods, goods, software, equipment or other materials such as analyzes, drawings, designs, documentation, reports, quotations developed under the Agreement or made available by Yiraphic to the Client, as well as preparatory material thereof, and everything that has come about as a direct result of the agreed services, for example software, are exclusively with Yiraphic or its licensors. The Client will only receive the rights of use and powers with regard to the software made available under these terms and conditions or otherwise, as long as the agreement continues, and otherwise he may not reproduce the software or other materials or make copies thereof. Yiraphic always has the right to use so-called Open Source Software when it builds a functionality requested by the Client. In such a case, that software is offered under the original license and the Client is obliged to comply with these license conditions (so-called Third Party license conditions), both towards the licensor and towards Yiraphic.

7.2 The Client is aware that the items, software, equipment and other materials made available contain confidential information and trade secrets of Yiraphic or its licensors. The Client undertakes to keep this information, items, software, equipment and materials secret, not to disclose them to third parties or to use them and only to use them for the purpose for which they have been made available to them. The client will also impose this confidentiality on all persons working in the organization of the Client who use the goods, software, equipment and / or other materials.

7.3 The Client is not permitted to remove or change any indication regarding copyright, brands, trade names or other intellectual or industrial property rights from the goods, software, equipment or materials, including indications regarding the confidential nature and secrecy of the software. .

7.4 Yiraphic is permitted to take technical measures to protect the software. The Client is not permitted to remove technical security measures.

7.5 Yiraphic will indemnify the Client within the limits indicated in Article 7.7 against any legal claim based on the claim that software, equipment or materials developed by Yiraphic itself infringe an intellectual or industrial property right in the Netherlands, on condition that the client - under penalty of forfeiting any claim against Yiraphic - immediately informs Yiraphic in writing about the existence and content of the legal claim and the Client the settlement of the case, including making any settlements, entirely to Yiraphic. To this end, the Client will provide Yiraphic with the necessary powers of attorney, information and cooperation to defend itself against these legal claims, if necessary in the name of the Client.

7.6 The obligation to indemnify lapses if and insofar as the relevant infringement is related to changes that the Client has made to the software, equipment or materials or has had them made by third parties.

7.7 If it is irrevocably legally established that the software, equipment or materials developed by Yiraphic itself infringes any intellectual or industrial property right belonging to a third party or if, in the opinion of Yiraphic, there is a reasonable chance that if such an infringement occurs, Yiraphic will, at its option, take back the delivered goods against crediting the Contract value after deducting a reasonable user fee, or ensure that the Client can disrupt the delivered or functionally equivalent other software, equipment or materials. keep using. In addition, Yiraphic will pay the Client compensation in cash, if the Client appears to be obliged to pay compensation to the person entitled, on the understanding that the compensation in cash to be

paid by Yiraphic will never exceed the amount corresponding to with the Contract value, unless there is intent or gross negligence on the part of Yiraphic BV

7.8 Any other or more far-reaching liability or indemnification obligation of Yiraphic for violation of intellectual or industrial property rights of third parties is excluded, including infringements caused by the use of the delivered equipment, software and / or materials in connection with not by Yiraphic supplied or provided equipment, software and / or materials or due to use in a manner other than for which the equipment, software and / or materials were developed or intended.

7.9 The Client guarantees that no rights of third parties oppose making available to Yiraphic equipment, software or materials for the purpose of use or processing. The Client warrants that if the assigned work entails the completion, expansion or modification of computer software in use at the Client, the Client is entitled to have the necessary changes made to the (source of the) software, or as owner / copyright holder, be it on the basis of a power that he has obtained for this purpose from the owner / copyright holder. The Client shall indemnify Yiraphic against any action based on the claim that such provision, use or processing infringes any right of third parties.

Article 8 Retention of title

8.1 The ownership of goods, items, software, equipment or other materials supplied by Yiraphic such as analyzes, drawings, designs, documentation, reports, quotations, and preparatory material thereof, and on all that as a direct result of the agreed services. has arrived, notwithstanding the actual delivery, will only transfer to the Client after it has fully paid everything it is or will be due to Yiraphic under the Agreement, including the purchase price, any under these conditions or the Agreement. surcharges, interest, taxes and costs due.

8.2 The Client is obliged to store the goods, goods, software, equipment or other materials delivered subject to retention of title, carefully and as recognizable property of Yiraphic, and to insure these against the usual risks such as, in any case, fire, explosion, damage. and theft.

Article 9 Client cooperation

9.1 The Client must make the equipment, materials, data, information or other resources, including software licenses, required for the execution of the Agreement available to Yiraphic in a timely and proper manner. Hereby explicit reference is made to the provisions of article 7.9 of these general terms and conditions.

9.2 At the request of the Client, Yiraphic may purchase specific software or apply for licenses. The costs of this are not included in the price and are therefore for the account of the Client.

9.3 The Client is responsible for the use and application in its organization of the equipment, software and services to be provided by Yiraphic as well as for the control and security procedures and adequate system management. Yiraphic does not guarantee that a specific purpose can be achieved by the client on the basis of the services it has provided and / or with the goods it has delivered and / or with the software made available by it, unless the Agreement explicitly states otherwise is decided.

9.4 If it has been agreed that the Client will make software, materials or data available on information carriers, these will meet the specifications necessary for the execution of the work.

9.5 If the data necessary for the execution of the Agreement is not, not on time or not In accordance with the agreements available to Yiraphic or if the Client does not otherwise fulfill its obligations, Yiraphic is in any case entitled to suspend the performance of the Agreement and it has the right to charge the resulting costs - for example in connection with the vacancy of employees - according to its usual rates.

9.6 The Client may not use the goods, items, software, equipment or other materials made available to it by Yiraphic and on everything that has come about as a direct result of the agreed services for a purpose other than that for which it was provided to it. have been made available and the Client must, at the end of the Agreement, return the items made available to Yiraphic in the same condition that Yiraphic made them available, except insofar as the state of the matter is changed by normal use.

9.7 If the agreed work is to be performed in whole or in part at the offices of the Client, the Client will ensure free of charge that the space and other resources required for carrying out the work are made available to the employees of Yiraphic. The workplaces made available must comply with the Arbo standards. The Client will indemnify Yiraphic against claims from third parties, including employees of Yiraphic, who suffer damage in connection with the execution of the Agreement that is the result of the Client's actions or omissions or unsafe situations in his organization .

9.8 The Client is liable for all damage, including any business damage and consequential damage, that Yiraphic, its accredited persons or companies or any other third party, will suffer or have suffered as a result of a shortcoming attributable to the

Client. The Client is in particular liable for all damage resulting from inaccuracies in the data and / or drawings provided by the Client to Yiraphic, or which result from defects in the information provided by the Commission.

Article 10 Staff

10.1 The Client acknowledges that Yiraphic, as a "knowledge enterprise", makes high investments in the training of its employees and that it has a great interest in this context that its employees will not be employed by the Client or an affiliate with it without permission from Yiraphic. After all, Yiraphic can only make its continuous investments in the knowledge of its employees if it can be justified that those employees will continue to work for Yiraphic for a longer period of time. In this context, employees are persons who work on behalf of Yiraphic or a related legal entity or person on any contractual basis. Yiraphic recognizes a similar interest on the part of the Client. Against that background, the parties agree that the Yiraphic and the Client will not be reciprocally allowed to - other than in the context of an agreement between them - employees of the other party, (which must therefore be understood to mean always employees of Yiraphic and the (legal) persons and employees of the Client directly or indirectly and the (legal) persons directly or indirectly connected with it), to work, on the basis of a direct contract or otherwise, for its benefit (or of (a) persons or legal entities directly or indirectly connected with it for a period of three years after the end of the (last) agreement between the parties. This is only different if the other party gives written permission for this, to which permission conditions may be attached. The prohibition extends not only to Yiraphic and the Client, but also to all companies and legal entities directly or indirectly associated with them. The prohibition only extends to employees with whom the other party (or a (legal) person directly or indirectly connected with it) has had contact in the context of the implementation of an Agreement. If this contact has not existed for three years or more, then the prohibition with regard to the employee in question no longer applies, even if there are other Agreements between the parties. If the prohibition is violated and if it is found that an employee as referred to above still performs work for the other contracting party during the forbidden period (or a (legal) person directly or indirectly associated with it), whether or not on the basis of a direct agreement with this employee, forfeits this other contracting party to the party for whom the employee previously worked - directly or indirectly - therefore to Yiraphic or the Client, a fine of € 250,000 (in words two hundred and fifty thousand euros), without this that a notice of default is required, without prejudice to the right of the party entitled to the fine to also claim damages and compliance. The claimed fine is deducted from the claimed compensation. The prohibition does not apply to employees with whom the employment contract has ended against the will of that employee, unless this is based on serious culpable behavior of the employee.

10.2 Yiraphic has the right to replace its employees who are responsible for carrying out the work for the Client.

10.3 If the work is performed at the Client, Yiraphic is not obliged to replace an employee who is unable to perform his work due to illness, unless the illness will continue for more than a month. Any delay in the execution of the work resulting from the provisions of this article is at the expense and risk of the Client.

10.4 If the work is performed at the Client, Yiraphic has the right to withdraw one or more of its employees for 15 days from the work in progress to follow training or to pay for other short-term work. Any delay in the execution of the work, which arises from the provisions of this article, is at the expense and risk of the Client.

Article 11 Confidential information

11.1 Parties are mutually obliged during and after the end of the Agreement to maintain the confidentiality of all confidential information that they have received in the context of the implementation of the Agreement. The parties will also impose this obligation of confidentiality on their subordinates, as well as on the third parties they engage.

Article 12 Force majeure

12.1 Neither party is obliged to fulfill any obligation if it is prevented from doing so due to force majeure. Force majeure also includes an attributable or non-attributable shortcoming of suppliers or other contract partners of Yiraphic. If the force majeure situation has lasted longer than three months, both parties have the right to terminate the Agreement in writing. What has already been performed under the Agreement will then be settled proportionally, without the parties owing each other anything else.

Article 13 Liability

13.1 Yiraphic is not obliged to compensate damage or any other performance if Yiraphic's shortcoming was not immediately reported by the Client to Yiraphic after the Client discovered or should reasonably have discovered the shortcoming. Yiraphic is also not liable for compensation or any other performance if Yiraphic has not been given a proper notice of default.

13.2 Liability of Yiraphic for indirect damage, consequential damage, for example in connection with damage suffered by third parties, lost profit, damage due to loss or corruption of data (files), damage in the form of missed savings, damage due to

business interruption and damage due to malfunction from a business process or from an administrative organization or damage due to a deadline being exceeded, and / or personal injury, is excluded.

13.3 Subject to intent or gross negligence on the part of Yiraphic, Yiraphic is only obliged, in the event of an attributable shortcoming, to, at Yiraphic's option: a. Repair defects or; b. to supply replacement software, goods or components, but only after receipt of the defective software, goods or components or; c. to pay financial compensation to be determined in consultation with the Client or; d. to repay the Contract value received, or credit an invoice sent to the Client, subject to (partial or total) termination of the agreement, whereby repayment or crediting only needs to take place if and to the extent that the Client demonstrates that the goods already delivered / performance cannot be used effectively. The Client does not have any more far-reaching rights and therefore does not have the right to terminate an agreement.

13.4 If, without prejudice to the provisions elsewhere in these conditions, Yiraphic would nevertheless be obliged to pay compensation or a fine or any other financial compensation in connection with any shortcomings in the fulfillment of obligations by Yiraphic or otherwise, Total's liability is Internet Group at all times limited to a maximum of the Contract value or to the sum that is actually covered by insurance on the part of Yiraphic, and the lower of the two sums mentioned. If the agreement is a (long-term) agreement for the provision of services or work that has already lasted for more than a year at the time the event giving rise to the damage occurs, the Contract value is set at the total of the invoices paid to Yiraphic (excl. VAT) for a maximum of one year.

13.5 The Client indemnifies Yiraphic against all claims from third parties for product liability as a result of a defect in a product or system that was delivered by the Client to a third party and which also consisted of equipment, software or other materials supplied by Yiraphic, except if and insofar as the Client proves that the damage was caused by that equipment, software or other materials.

13.6 With regard to performances already correctly delivered in the context of a (duration) agreement concluded between the parties, dissolution has no effect, unless the Client can demonstrate that the already delivered cannot be used effectively as a result of not delivering the remaining performances.

13.7 Yiraphic may invoke the provisions of an Agreement and the General Terms and Conditions, such as limiting its liability with regard to acts of third parties and the consequences thereof that are attributed to Yiraphic. The provisions of this article also apply to the benefit of all (legal) persons that Yiraphic uses to implement the agreement.

Article 14 Termination

14.1 The Client is legally in default and Yiraphic is entitled to terminate the Agreement in whole or in part without further notice of default or legal intervention, without prejudice to its right to compensation, if the Client is declared bankrupt, if the Client is declared bankrupt. a (provisional) suspension of payment is granted if the Client is admitted to the statutory debt restructuring or if the Client is placed under administration or in whole or in part under administration, or if an application is submitted for one of these cases, if the Client transfers control of its business or part of it in whole or in part, if the Client liquidates or shuts down its business, if there is any other way in which the Client's business operations cease or if goods of the Client or parts thereof, conservatory or enforceable seizure. Yiraphic will never be obliged to pay any compensation due to the termination.

14.2 Yiraphic is always entitled to terminate the Agreement prematurely, without having to observe any cancellation period, if the Client gives another IT expert not employed by the Client access to or access to Yiraphic made software available to the Client. Yiraphic will never be obliged to pay any compensation to the Client due to such a cancellation.

14.3 Amounts that Yiraphic has invoiced before the dissolution in connection with what it has already performed or delivered in execution of the Agreement, remain indebted and remain immediately due and payable at the time of the dissolution.

Article 15 Return at the end of the agreement

15.1 The Client is obliged at the moment that the Agreement between the Client and Yiraphic ends, for whatever reason, everything that Yiraphic has made available to the Client, including software, equipment or other materials such as to return analyzes, drawings, designs, documentation, reports, quotations and preparatory material to Yiraphic without delay, without the Client being entitled to keep copies thereof. The provisions of the previous sentence also apply to software that Yiraphic makes available to more than one client or that uses it in the context of its business operations for the development and / or maintenance of software, such as software that forms part of the so-called software development street "of Yiraphic. The provisions of this article - the contractual obligation to deliver - also apply to resources, including software and licenses that Yiraphic has purchased at the request of the Client and that have been paid in full or in part by the Client. The foregoing will only apply if the Agreement explicitly and unambiguously states otherwise.

Article 16 Applicable law and Dispute resolution

16.1 Dutch law applies to the Agreement between the parties.

16.2 All disputes arising from these general terms and conditions and the Agreements will be decided at the discretion of Yiraphic by arbitration or the court of the place of one of its offices or the place of residence of the Client.

SERVICE

In addition to the General Provisions of these General Terms and Conditions, the provisions stated in this "Services" section apply if Yiraphic provides services, for example, provides organization and automation advice, conducts applicability research, carries out consultancy activities, provides support or seconded staff. These provisions are without prejudice to the articles on specific services included in the General Provisions, such as the development of software and the use and maintenance thereof.

Article 17 Implementation

17.1 Yiraphic will endeavor to perform the services with due care, where appropriate in accordance with the agreements and procedures recorded in writing with the Client. All services of Yiraphic are performed on the basis of a best efforts obligation, unless and insofar as Yiraphic has explicitly promised a result in the Agreement and the result in question has also been described with sufficient determinability. As a general rule, Yiraphic is therefore not responsible for the progress or realization of a project. This is never the case if the project is also being worked on by employees of the Client or third parties.

17.2 If it has been agreed that the services will be provided in phases, Yiraphic is entitled to postpone the commencement of the services that belong to a following phase until the Client has approved the results of the preceding phase in writing.

17.3 Only if this has been expressly agreed in writing will Yiraphic be obliged to follow promptly and responsibly given instructions from the Client when performing the services. Yiraphic is not obliged to follow instructions that change or supplement the content or scope of the agreed services; however, if such instructions are followed, the work in question will be reimbursed in accordance with Article 18.

17.4 If the Service Agreement has been entered into with a view to performance by a specific person, Yiraphic will always be entitled to replace this person with one or more other persons with the same qualifications.

17.5 The costs of the work to be performed by third parties such as data type work and printed matter, as well as the machine time to be used on the computer provided for this purpose by the Client are at the expense of the Client.

17.6 If the Client cannot prove the contrary from his administration, the times and amounts stated on the invoices of Yiraphic are correct.

17.7 For overtime, carried out on behalf of and after approval by the Client, an invoice will be made with an overtime surcharge. The overtime surcharge is 25% for work on Monday to Friday before midnight, for work on Tuesday to Friday before 7 am and on Saturday for 50% and for work on Sundays and public holidays (until 7 am the following morning)) 100% of the hourly rate.

17.8 The normal travel times and travel costs for the employees of Yiraphic are included in the agreed price, insofar as posting takes place in the Netherlands.

17.9 The duration of service agreements is indefinite, unless a specific time is explicitly set. Unless otherwise agreed, a cancellation period of two calendar months applies. The cancellation must be made in writing. Cancellation is only possible on the first day of a calendar month.

Article 18 Change and additional work

18.1 If Yiraphic, at the request of or with the prior consent of the Client, has performed work or other services that fall outside the content or scope of the agreed services, these activities or services will be reimbursed by the Client to Yiraphic in accordance with the usual Yiraphic rates. However, Yiraphic is not obliged to comply with such a request and may require that a separate written Agreement be concluded for this.

18.2 The Client accepts that due to work or performance as referred to in Article 18.1, the agreed or expected time of completion of the services can affect the mutual responsibilities. Additional work is also involved if a system analysis or design is expanded or changed.

18.3 In the absence of an explicitly agreed billing schedule, all amounts relating to services provided by Yiraphic are once per calendar month in arrears.

DEVELOPMENT OF DELIVERY, INSTALLATION AND ACCEPTANCE OF PROGRAM MATERIAL

The provisions stated in this chapter "Software development", in addition to the General Provisions of these general terms and conditions and the special provisions from the "Services" chapter, apply if Yiraphic develops software on behalf of the Client and installs it if necessary. The chapter "Use and maintenance of software" also applies to this software, unless this chapter deviates from this. The rights and obligations referred to in this chapter only relate to computer software in a form that can be

read by a data processing machine and recorded on material that can be read by such a machine, as well as to the accompanying documentation. Where software is discussed in the following chapters, this also refers to websites. This chapter does not relate to the provision by Yiraphic of software that Yiraphic makes available to more than one client or that it uses in the context of its business operations in the development and / or maintenance of software, such as software that is part of the so-called 'software development street' of Yiraphic.

Article 19 Development of software

19.1 Parties will specify in writing which software will be developed and how this will be done. Yiraphic will implement the software development with care on the basis of the information to be provided by the Client, for the accuracy, completeness and consistency of which the Client guarantees.

19.2 Yiraphic is entitled, but not obliged, to examine the accuracy and completeness of the data or specifications made available to it and, if any imperfections are found, to suspend the agreed work until the Client has removed the relevant imperfections.

19.3 The Client obtains the right to use the software in his company or organization. If and insofar as this has been explicitly agreed in writing, the source code of the software and the technical documentation produced during the development of the software can be made available to the Client and the Client is entitled to make changes to this software. Such provision does not imply a transfer of intellectual property rights

Article 20 Delivery, installation and acceptance

20.1 Yiraphic will deliver the software to be developed to the Client in accordance with the written specifications on the agreed type and format of the data carriers and install, the latter only if an installation to be carried out by Yiraphic has been agreed in writing.

20.2 If an acceptance test has been agreed in writing, the test period is fourteen days after delivery or, if an installation to be carried out by Yiraphic has been agreed in writing, after completion of the installation. During that test period, the client will be able to perform tests, the results of which will be recorded by the Client in test reports. Employees of Yiraphic will be given the opportunity to attend the tests. During the test period, the Client is not permitted to use the software for productive or operational purposes. Yiraphic can always demand, therefore even if this has not been explicitly agreed, that the Client perform a proper test of sufficient scope and depth on (interim) results of the development work with sufficient qualified personnel and that the test results are written, well-arranged and understandable reported to Yiraphic.

20.3 The software will be considered accepted by the parties: a. If an acceptance test has not been agreed between the parties: at the time of delivery or, if an installation to be carried out by Yiraphic has been agreed in writing, upon completion of the installation, or b. if an acceptance test has been agreed in writing between the parties: on the first day after the test period, or, c. if Yiraphic receives a test report before the end of the test period: when the Errors mentioned in that test report have been corrected. Contrary to the foregoing, if the Client makes any use of it for productive or operational purposes before the moment of acceptance, the software will already be considered as fully accepted from the start of that use.

20.4 If during the execution of the agreed acceptance test it appears that the software contains Errors that impede the progress of the acceptance test, the Client will inform Yiraphic in writing in detail, in which case the test period will be interrupted until the software has been adjusted such that the obstruction is discontinued.

20.5 If during the execution of the agreed acceptance test it appears that the software contains Errors, the Client will inform Yiraphic no later than the last day of the test period by means of a written and detailed test report about the Errors. Yiraphic will - without being able to guarantee rectification of errors - make every effort to rectify the reported Errors within a reasonable period of time, against payment by the Client of the rate applicable at Yiraphic for the employee performing the work. which Yiraphic is entitled to implement temporary solutions or program diversions or problem-avoiding restrictions in the software. The costs of repair will be at the expense of Yiraphic if a fixed price has been agreed, on the understanding that in that case Total Work Group will no longer be able to demand work if the costs involved in such work are ten percent of the Contract value. go upstairs. Costs in the preceding sentence must be understood to mean the number of hours to be spent multiplied by the usual hourly rate for the employee engaged by Yiraphic.

20.6 Acceptance of the software cannot be withheld on grounds other than those related to the specifications explicitly agreed between the parties and furthermore not due to the existence of minor Errors, being Errors that do not reasonably prevent operational or productive commissioning of the software.

20.7 If the software is delivered and tested in phases and / or parts, the non-acceptance of a certain phase and / or part does not affect any acceptance of an earlier phase and / or another part.

20.8 Acceptance of the software in one of the aforementioned ways has the effect that Yiraphic is fully discharged for the fulfillment of its obligations regarding the development and making available of the software and, if appropriate, also the installation by Yiraphic. agreed, of its obligations regarding the installation of the software.

USE AND MAINTENANCE OF PROGRAM

The provisions stated in this chapter "Use and maintenance of software" apply, in addition to the General Provisions of these general terms and conditions and the special provisions of the "Services" chapter, to all software made available by Yiraphic, except to the extent that this chapter deviates from this. The rights and obligations referred to in this chapter only relate to computer software in a form that can be read by a data-processing machine and recorded on material that can be read by such a machine, as well as to the related documentation, including any new information to be provided by Yiraphic. versions.

Article 21 Right of use

21.1 Yiraphic grants the Client the non-exclusive right to use the software on the basis of the resolutive condition that the Client complies with its obligations under an Agreement to use the software. The Client will always strictly adhere to the usage restrictions agreed between the parties.

21.2 The software may only be used by the Client in its own company or organization on that processing unit and for the determined number or type of users or connections for which the user right has been granted.

21.3 The user right is not transferable. The Client is not permitted to sell, rent, sublicense, dispose of or grant limited rights to the software and media on which it has been recorded, or to make it available to a third party in any way or for any purpose, including not if the third party in question uses the software exclusively for the benefit of the Client.

21.4 The Client will not change the software other than in the context of correcting Errors, and will not use it in the context of processing data for third parties ("timesharing"). The source code of the software is not made available to the Client, unless otherwise agreed in the case of a so-called open source code or shared source code.

21.5 The Client may make back-up copies of the software for his own use, provided that brands and copyright indications are not changed.

21.6 The right of use of the Client ends when the Agreement between the parties ends, unless otherwise specified in the Agreement.

21.7 The Client itself is responsible for the management and security of all usernames and passwords provided in the context of an Agreement, or at least access data.

21.8 The Client shall act as a professional user in the context of the purchase of the Services and in that context in any case: a. No improper, unauthorized, illegal or unacceptable use, abuse or use not in accordance with the purpose of use; b. do not place any data, scripts or Software on the servers of Yiraphic that may conflict with, or infringe on, or violate the law, morality, public order, the Agreement c. and these General Terms and Conditions, the generally accepted standards applicable to the use of the internet ('netiquette'), the rights of Yiraphic or third parties, which in addition to the intellectual property rights are understood, all things that are contrary to the law or good morals, including but not limited to the placement of (child) porn sites, illegal gambling, peer-to-peer networks intended or suitable for exchanging copyrighted or infringing material, or bulletin boards or chat sites intended for this purpose, sexual harassment, discrimination, threatening or otherwise harassing people, penetrating other computers on the internet (hacking) without permission, whereby the Client breaks through some security and / or gains access through a technical intervention with the help of false signals and / or false keys than by taking on a false quality, etcetera; d. no viruses, spybots, Spam or other material causing nuisance to internet users; e. do not use equipment other than that recommended by Yiraphic and otherwise follow the instructions of Yiraphic with regard to preconditions for use; f. do not allow third parties to use Yiraphic's rights of use without its express prior written permission; g. do not use the Yiraphic systems, or refine them or parameterize them, so that the system load increases substantially or the stability of the functionality is reduced; h. cause no disruption to the functioning of Yiraphic's IT infrastructure, third-party infrastructure and / or links between infrastructures due to (the content or intensity of) the data traffic or due to the acts and / or omissions of the Client and do not cause any acts such as starting processes / programs on the systems of Yiraphic, which can be assumed to cause damage to its systems or to hinder other Internet users, all at the sole discretion of Yiraphic; i. Client itself is responsible for (the extra costs in the event of) exceeding the agreed amount of data traffic (sending text or images over the Internet via the server of Yiraphic to and from the website of the Client). This will take place in accordance with the agreed conditions and rates as laid down in the rates list with the Agreement or as published on the Internet site of Yiraphic; j. respects the "fair use" policy of Yiraphic with regard to the use of its services to protect the interests of its users, meaning that the use is within reasonable proportions and a reasonable bandwidth of capacity utilization.

21.9. Yiraphic expressly reserves the right to immediately have access to and use of systems of Yiraphic provided to Client and to have them decommissioned without prior warning if the Client acts contrary to the provisions of the previous paragraphs. does not, not properly or not fully, fulfill its obligations in this regard. In that case, the Client remains liable for the costs ensuing from the Agreement for the remaining term.

21.10. Yiraphic is not liable for any damage to third parties, for whatever reason, caused by the behavior and / or actions of the Client described in this article. Client indemnifies Yiraphic against claims from third parties in that regard.

21.11. The Client is not permitted to sell, rent or otherwise transfer or make available its Agreement and / or rights arising therefrom to third parties, unless Yiraphic has given prior written permission to do so.

Article 22 Support

22.1 Yiraphic is not obliged to the Client to perform further than specified in a maintenance agreement, provided that such an Agreement is concluded. Yiraphic does not guarantee that the software will work without interruption or Errors or that all Errors will be corrected. Any possible obligation of Yiraphic to support lapses if the Client makes changes to the software or has them made without the written permission of Yiraphic.

Article 23 Maintenance

23.1 If a maintenance agreement has been concluded for the software - neither the Client nor Yiraphic is obliged to enter into such an Agreement - the Client will report Total Software Group detailed errors in the software in accordance with the usual procedures of Yiraphic. After receiving the report, Yiraphic will, to the best of its ability - under the conditions stated in the maintenance agreement - attempt to correct errors. Depending on the urgency, the results will be made available to the Client in the manner and within the period to be determined by Yiraphic. Yiraphic is entitled to install temporary solutions or program diversions or problem-avoiding restrictions in the software.

23.2 Whenever Yiraphic has to visit the Client for carrying out agreed maintenance work, the Client owes the call-out costs that Yiraphic usually has to use.

23.3 Yiraphic can always charge its usual rates and costs. Repair of mutilated or lost data is not covered by maintenance.

23.4 If a maintenance agreement has been concluded, Yiraphic - unless otherwise specified in the maintenance agreement - will make improved versions of the software available to the Client upon becoming available. Three months after making an improved version available, Yiraphic is no longer obliged to repair any Errors in the old version and to provide support with regard to the old version in question, regardless of whether the Client has the improved version. purchased and installed. To make a version with new options and functions available, Yiraphic may require the Client to enter into a new Agreement with Yiraphic and to pay a new fee for making it available. The obligation to provide such a new version therefore does not arise from the maintenance agreement.

COURSE CONDITIONS

In addition to the General Provisions of these General Terms and Conditions, the provisions stated in this section "Course Terms and Conditions" apply to all offers and agreements relating to training, courses and training provided by Yiraphic.

Article 24 Education, courses and training

24.1 To the extent that the service consists of providing a course, course or training, Yiraphic may always demand the payment due in this regard before commencement.

24.2 Yiraphic always has the right to supplement the number of students to a desired number of students.

24.3 The Client may, with the consent of Yiraphic, replace a registered participant with another participant prior to the start of the course. The Client does not owe any extra costs for replacing a participant.

24.4 The rights and obligations arising from an agreement to which these course conditions apply cannot be transferred, except with the written permission of Yiraphic.

24.5 It is not permitted to make copies of the study material made available without the express written permission of Yiraphic.

24.6 After completion of a course, Yiraphic will provide the participant, if he or she has successfully completed the course in question, with a diploma, certificate or proof of participation, depending on the nature of the course in question.

24.7 Yiraphic has the right not to provide or suspend an agreed education, course or training or to deny the Client further access to a course if the Client is in default with any payment obligation towards Yiraphic.

24.8 Yiraphic always has the right to refuse to enter into an agreement with a Client or to refuse a registered participant for Yiraphic reasons.

Article 25 Cancellation of open schedule courses

25.1 Cancellation can only be done in writing.

25.2 In the event of cancellation by the Client up to 10 working days or more before the start of the open roster course, the Client does not owe Yiraphic any cancellation costs.

25.3 In the event of cancellation by the Client on the 10th working day or from 10 working days before the start of the open roster course or in case of no participation in the open roster course without legal cancellation having taken place in accordance with article 25.2 or a shift in accordance with article 25.8, the Client must meet Yiraphic owes the full course fee.

25.4 Yiraphic is allowed to cancel it up to 7 working days before the start of the open roster course. The already paid course fees will be returned to the Client.

25.5 Yiraphic is entitled to combine the course with one or more other courses up to 7 working days before the date originally planned or to have it take place at a later date or time.

25.6 Yiraphic is permitted to change the date and time at which or the place where the course will be given up to 7 working days before the start of the open roster course.

25.7 If, according to Yiraphic, a certain prior education is required for following an open-timetable course, Yiraphic may refuse registration of a registered participant who does not have the required prior education.

25.8 Instead of canceling, the Client may postpone the course date within 10 working days prior to the start of the course open course. The Client then owes Yiraphic 25% of the course costs as travel costs.

Article 26 Cancellation of customized courses

26.1 Cancellation can only be done in writing.

26.2 In the event of cancellation by the Client up to 20 working days or more before the start of the customized course, the Client does not owe Yiraphic any cancellation costs.

26.3 In the event of cancellation by the Client from 20 to 10 working days before the start of the customized course, the Client owes Yiraphic 50% of the course costs.

26.4 The Client may postpone the course date from 20 to 10 working days before the start of the customized course instead of canceling. The Client then owes Yiraphic 25% of the course costs as travel costs.

26.5 In the event of cancellation by the Client on the 10th working day or from 10 working days before the start of the tailor-made course or in case of no participation in the tailor-made course without legal cancellation in accordance with Article 26.2 or 26.3 or a shift in accordance with Article 26.4, the Client is to Yiraphic owes the full course fee. In addition, the Client owes the costs incurred for reservations to facilitate the course, such as course room, material and lunch.

26.6 In the event of a customized course being moved by the Client, invoicing takes place in advance.