

YOUWE GENERAL TERM OF CONDITIONS

Youwe BV, -----
Youwe Hosting BV, -----
Youwe Commerce BV, -----
Youwe Online BV, -----
Youwe Concept BV, -----
Youwe Creative Marketing BV, -----



Introduction

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1. GENERAL

1.1 Applicability

1.1.1 These conditions apply to all offers and / or supplies of Youwe and agreements and/or other legal relationships between Youwe and Client, the resulting provisions and related activities whether occurring under verbal, written and / or electronic agreement, unless otherwise agreed in writing.

1.1.2 Any condition of purchase or other terms of conditions of the Client shall not apply. Applicability of purchase or other conditions from Customer or third parties on behalf of Customer is therefore explicitly rejected by Youwe, unless accepted in writing by Youwe.

1.1.3 The terms and conditions of Youwe are registered with the Chamber of Commerce Rotterdam under numbers:

- Youwe Holding BV (Q4 Invest II BV) KVK 53323394
- Youwe BV (Youwe Holding BV) KVK 50254731
- Youwe Hosting BV (Internet Intelligence BV) KVK 24444745
- Youwe Commerce BV (Synocom BV) KVK 51792737
- Youwe Online BV (OOiP Syndication BV) KVK 34126832
- Youwe Concept BV (Youwe BV) KVK 24374830
- Youwe Creative Marketing BV (Q4 Invest III BV) KVK 55937675

1.1.4 Youwe is at all times entitled to change or apply additions to the terms and conditions. The amended terms will become applicable, unless written objection is made against modifications within 30 (thirty) days after the date of the change.

1.1.5 Changes and additions to the terms and conditions of Youwe and / or agreements between Youwe and Client are only valid if they are recorded in writing by Youwe.

1.1.6 If "Client" indicates multiple (legal) persons or organizations, each will be held jointly and severally liable for performance of all obligations under the agreement with Youwe.

1.1.7 The headings above the articles of these conditions are only intended to increase readability. The content and meaning of the part recorded under a particular heading is therefore not limited to that designation.

1.2 Definitions

1.2.1 In the terms and conditions of Youwe the following words and expressions include a capital letter. All of the following words and expressions in the singular shall have the same meaning as in the plural and vice versa.

1.2.2 Third Party General Conditions:
Third Party General Conditions be more understood as the terms and conditions used by third parties, like license, warranty and other conditions.

1.2.3 Application:
A product in the form of a program that offers the user a particular function.

1.2.4 Backup:
Backup copies of digital data and / or files.

1.2.5 Colocated Hosting:
Hosting provided by Youwe on server(s) owned by Client.

1.2.6 Courses:
training courses, other forms of education etc. are also considered courses.

1.2.7 Third Party Products:
All products and services provided by Youwe, the resulting provisions and related activities originating from third parties and whose intellectual property rights, industrial property rights and other rights in principle not vested in Youwe.

1.2.8 Youwe:
Youwe BV and its successors or a company related to Youwe BV or a partner who enters into an agreement with Client and deems the conditions of Youwe applicable.

1.2.9 Youwe Products:
All products and services supplied by Youwe, such as Application(s), other than open source Applications and Hosting, the resulting provisions and related activities that are not derived from third parties and whose intellectual property rights, industrial property rights and other rights are owned by Youwe.

1.2.10 Fixed Price:

As further described in Article 8.3.

1.2.11 Errors:

As further described in Article 7.6.

1.2.12 Warranty:

As further described in Article 7.8.

1.2.13 Hosting:

A product that consists of the development, hosting, maintaining and / or support of Products and / or the website of the Client. Hosting also includes Colocated Hosting.

1.2.14 Identification:

Login name, passwords, address and / or other codes.

1.2.15 Costing:

As further described in Article 8.4.

1.2.16 Object code:

The computer programming code substantially in binary form. The Object code is after processing directly executable by a computer, but without reverse engineering, compilation or assembly.

1.2.17 Maintenance:

As further described in Article 5.1.3.

1.2.18 Client:

Anyone who requests and orders to the supply of Products.

1.2.19 Process data:

The data entered by the Client within the Hosting and / or imported by third party data.

1.2.20 Products:

All Products provided by Youwe and / or Third Party, the resulting provisions and related activities. Application and Hosting fall under Products.

1.2.21 Source Code:

The computer programming code that can be displayed in a form readable and understandable by a programmer of average skill. This includes related Source Code system documentation, comments and procedural codes. The Source Code does not include the Object Code.

1.2.22 Support:

As further described in Article 5.1.4.

1.2.23 Advance:

As further described in Article 8.5.

1.2.24 Working days:

Normal Dutch office hours (8:30 to 17:30) and days (Monday to Friday) except public holidays.

1.3 Confirmation

1.3.1 Verbal agreements, assignments or other statements of any kind of employees of Youwe are only valid and binding if confirmed in writing by authorized representatives of Youwe.

1.4 Offers

1.4.1 All offers are without obligation, unless indicated otherwise in the offer.

1.4.2 Offers are based on the information provided by the Client, particulars and / or requirements in accordance with Article 1.6.

1.4.3 If the delivery of the Source Code or Object is included in an offer, the Client will receive access to the Source Code or Object code only after delivery or acceptance & full payment / acceptance.

1.5 Agreements

1.5.1 If a proposal, contract or other similar legally binding document is sent to the Client by Youwe and the Client returns the document to Youwe after signing the document, the Client accepts the contents of this document and the terms and conditions of Youwe by payment of fees to Youwe.

1.5.2 An agreement between the Client and Youwe for which no further contract and / or terms have been agreed upon, has a duration of 1 (one) year if the delivery is related to a product, including but not limited to; Maintenance and Support, for which a periodic fee is charged. If this agreement is not or not timely terminated, continuation of this Agreement will repeatedly persist in increments of 1 (one) year.

1.5.3 Termination of the agreement, as defined in Article 1.5.2, takes place by means of a registered letter received by the other party no later than 40 (forty) days before the expiry of the term of the agreement.

1.5.4 Each party is entitled to terminate the contract by a registered letter without judicial intervention, in whole or in part if the defaulting party after written notice stating a reasonable period, fails to fulfill its obligations.

1.5.5 Youwe also has the right to terminate or cancel the agreement and / or in whole, with immediate effect and without judicial intervention, by an extrajudicial statement or, if the Customer is a natural person upon the death of the Client, if the Client files a request to partially submit to statutory debt, if the Principal bankruptcy or suspension of payment is requested or client in a state of bankruptcy or suspension of payment is granted or if the Client's company is liquidated or terminated, other than for the purpose of reconstruction or merging companies. In these cases, any claim of Youwe will be immediately due and payable.

1.5.6 After the end of the contract, the client can not derive any rights from the agreement, for any reason, not hindering the continued existence of the obligations of the parties which by their nature are to persist after the end of the agreement, including but not limited to, obligations concerning property rights, confidentiality and non-competition clause.

1.6 Participation / Accountability Client

1.6.1 All orders are executed by Youwe based on the data, information, requests and / or requirements expressed by the Client to Youwe.

1.6.2 Client will cooperate and provide useful and necessary data and / or other information to Youwe in time for a proper execution of the agreement. Client shall ensure the accuracy of this data and / or other information. Where required information, requests and / or requirements for implementation of the agreement are not made available to Youwe timely and / or not in accordance with the agreements made, or if Client fails to meet its obligations otherwise, Youwe has the right to terminate or dissolve the agreement or to suspend the execution of the agreement and Youwe has the right to charge the resulting costs according to its usual rates.

1.6.3 If changes or new facts arise in regard to data, information, requests and / or requirements, Youwe will at all times be entitled, in consultation with the Client, to adjust the agreement to these new circumstances or dissolve or terminate the agreement.

1.6.4 If the Client makes functional improvements or other changes in the Products (after first receiving permission by letter by Youwe as defined in article 3.1.4), the Client is obliged immediately to communicate these changes to Youwe in cases where Youwe provides Maintenance, Support or if Customer has received the Products for supply, or other services in any way related to the supplies provided to the Client products.

1.6.5 If Youwe does activities in a location other than its own, the Client will provide facilities reasonably required, such as office space and telecommunication facilities, free of charge to Youwe.

1.7 Confidentiality / Non-competition

1.7.1 Youwe and the Client commit themselves to the confidentiality of all data and information about each organization and their clients, files and products, which they become aware of during the work for or on behalf of Customer's clients. Data and information may only be used for the implementation of the agreement concluded between the parties.

1.7.2 Youwe is entitled to the name and logo of the Client or his clients given rights as well as to post screenshots of these products on the Youwe website and / or references to third parties and to make the information available and / or use it on the Products in advertising.

1.7.3 Client and its clients will have no direct or indirect business, employment or other such relations with employees from Youwe, without the written consent of Youwe, during and up to 12 (twelve) months after the termination or dissolution of the agreement. Client must ensure that his clients will meet the above requirements.

1.7.4 In case of violation of the provisions of Article 1.7.2, the Client owes Youwe a fine of Euro 50,000, - (fifty thousand) per violation, without further notice, without prejudice to the right of Youwe to compensation for the damage to demand full compensation.

1.8 Liability

1.8.1 The total liability of Youwe will, in accordance with Article 1.8.2 and 1.8.3, be limited to direct damages and then up to the amount of the agreed contract price (excluding VAT) to a maximum of Euro 250,000, - (two hundred and fifty thousand), where a series of events is regarded as one event.

1.8.2 If the agreement also includes a term agreement, with a term of more than 1 (one) year and the liability of Youwe is the result of this

agreement for 1 (one) year (i.e. the year in which the damage occurred) with a maximum of € 250,000, - (two hundred and fifty thousand).

1.8.3 Youwe is insured against damage. Youwe is certainly not liable for further damage and Youwe will not compensate further damage to the Client under the agreement concluded with Youwe, how and for any reason whatsoever, including possible claims against Customer by third parties, may suffer, then covered by this insurance and actually reimbursed plus Youwe's own risk, unless there is intent or deliberate recklessness.

1.8.4 Youwe's total liability for damage resulting from death or personal injury shall in no case exceed Euro 500,000 - (five hundred thousand), where a series of events is regarded as one event.

1.8.5 Direct damage is exclusively:

a) The reasonable costs incurred to establish the cause and extent of damage;

b) The reasonable costs incurred to prevent or restrict damage, insofar the Client demonstrates that these expenses resulted in restricting the damage..

1.8.6 Liability of Youwe for indirect damage, including consequential damage, lost profits, lost savings, destruction or loss of files and / or data, delays, losses, damages caused by the defective provided information and / or assistance with, damage due to business interruption, or third-party claims against Client, is explicitly excluded.

1.8.7 Besides the mentioned case in Article 1.8.1 and 1.8.4, Youwe has no liability for damages, regardless of the grounds on which an action for compensation would be based.

1.8.8 Youwe's liability arises only if the Client immediately and appropriately, presents Youwe with a written notice of default while setting a reasonable period for remedying the deficiency and Youwe continues to fail after that period. In the fulfillment of its obligations the notice must contain a detailed description of the failure, so Youwe is able to respond adequately.

1.8.9 The condition for the existence of any right to compensation is always that the Client notifies Youwe accordingly by registered letter within 60 (sixty) days after the occurrence of the damage and takes the necessary measures by which the damage is minimized.

1.8.10 Client indemnifies Youwe of all claims for liability as a result of a defect in a product, system or service provided by the Client to a third party and which product, system or service that is provided by Youwe.

1.8.11 Youwe accepts no liability for damages of any kind caused by Third Party Products which Youwe has delivered to the Client. If it's possible to claim compensation from the supplier of the Third Party Product in question Youwe transfers its rights to the Client.

1.8.12 Youwe is not liable for damages of any nature whatsoever, resulting from a failure to provide Hosting, Application (s), Support or Maintenance and Warranty in time.

1.8.13 Youwe is not liable for damages of any nature whatsoever, arising from the fact that Youwe must meet certain changing and new laws and other regulations, such as, but not limited to drainactivities, activities about provision of information and retention policy.

1.9 Employees Youwe

1.9.1 Parties will not contact each other employees, not directly or indirectly with intent (aim) to contract the employee to work (in any case, paid or not paid) to work for the party directly. In case of violation of this Article , shall forfeit the offending party , besides the right to any compensation , an immediately due and not subject to judicial restraint fine of € 40 000 , - per violation and € 2,000, - per day or part of a day that the violation continues , for the benefit of the other party , without prejudice to the right of Youwe to claim full compensation. Without prejudice to the right to terminate the agreement.

1.10 Transfer

1.10.1 The agreement between the Client and Youwe and the resulting rights and obligations can not be transferred to third parties without the prior written permission of Youwe.

1.10.2 Client gives Youwe the right in advance, to transfer the agreement without requiring the express consent of the Client or parts thereof: mother, sister and / or subsidiaries, a third party in the event of a merger or acquisition of Youwe. If this is done Youwe will inform the Client.

1.11 Non-attributable shortcoming

1.11.1 Neither one of the parties is obliged to fulfill any obligation if prevented from doing so due to a circumstance that is not her fault,

circumstances that are beyond the control of Youwe and business risks of Youwe, include but not limited to failure of suppliers of Youwe, untimely availability of required data, information and / or specifications, changes in such provided data, incorrect specifications and / or functional specification of Third Party Products and / or products others delivered, bad weather, fire, explosion, loss of electricity failures in networks, flood, disease, lack of staff, strike actions, go slow strike or other labor disputes, accidents, acts of government, a required license or obtain permit, material shortage, theft, traffic and / or transportation problems.

- 1.11.2 If the non-attributable shortcoming is temporary, than Youwe can suspend the agreement until the non-attributable shortcoming has ceased to exist, without being liable for any damages
- 1.11.3 Youwe reserves the right, if a non-attributable shortcoming occurs, to collect payment for work already performed by Youwe before the non-attributable shortcoming became known.
- 1.11.4 If the non-attributable shortcoming of either party persists for more than three months, both parties have the right to terminate the agreement without being liable for any compensation concerning the dissolution.

1.12 Invalidity

- 1.12.1 If one or more conditions (or part of a condition) of this Agreement are invalid, are declared invalid, are voidable or have lost their validity, the remaining conditions (or the remaining part of the condition in question) of the Agreement shall remain in full force.
- 1.12.2 In regard to conditions (or part of a condition) which are invalid, are declared invalid, are voidable or have lost their validity otherwise will consult with each other in order to agree to adopt an alternative arrangement in the sense the parties shall strive for the scope of the agreement (or the remaining part of question) as a whole will be maintained.

1.13 Applicable Law and Dispute

- 1.13.1 All agreements concluded by Youwe with the Client applies the Dutch law, unless otherwise agreed in writing. Parties explicitly agree that the CISG does not apply.
- 1.13.2 Disputes between the parties, which can not be resolved in consultation will be resolved through arbitration of the Foundation for the Settlement Organization and Automation (SGOA), according to the arbitrationrules of the SGOA. With the mutual agreement of the parties it can possibly be sought prior to the arbitration to resolve through other offered by the SGOA for resolving disputes.
- 1.13.3 If the SGOA declines jurisdiction or, if the parties mutually agree disputes shall be submitted to the competent Dutch court in Rotterdam.
- 1.13.4 The foregoing shall not prevent any party the right to take precautionary legal measures and / or to make a summary procedure pending before turn itself to SGOA, in order to secure their existing rights.

2. Youwe HOSTING

2.1 Deliver Hosting

- 2.1.1 Client shall follow the instructions of Youwe on delivery of the Hosting.
- 2.1.2 After completion of the by Youwe agreed infrastructure containing the requested working Application(s) and additional products, will Youwe deliver the Hosting as soon as possible.

2.2 Hosting General

- 2.2.1 The Hosting only takes place on a location approved by Youwe and the equipment approved by Youwe.
- 2.2.2 Youwe may, at its discretion, provide the Client with the possibility to make modifications, additions and / or changes to the Hosting offers. If this possibility is offered to Client, the Client is responsible and liable for all modifications, additions and / or changes and the resulting consequences.
- 2.2.3 In the context of access to and use of the Hosting, the Client has direct or indirect access to equipment and software that meets the standards and / or requirements which are set by Youwe and communicated to the Client. Client is required to maintain compliance with the provisions of this paragraph. If and as long as equipment and / or software do not meet these, Youwe will stop the obligation to provide access to the Hosting and its use will be suspended by Youwe.
- 2.2.4 Client shall give Youwe the opportunity to verify that the

2.2.5 If the Client still fails after the inspection referred to in Article 2.2.4 of the standards and / or requirements referred to in Article 2.2.3 Youwe has the right to terminate the agreement in whole or in part or to terminate without prior notification and / or judicial intervention.

2.2.6 Client is obliged to follow instructions regarding the Youwe Hosting.

2.2.7 Youwe is entitled to log files, and therefore to look into the use of the Hosting in order to analyze it. The results of such an analysis will not be available for Third Parties (third parties not associated with Youwe parent and / or subsidiaries). This does not include figures and data concerning the use of the Hosting which is not directly traceable to the use of the Client.

2.2.8 If the Client finds a malfunction, this must be reported to Youwe immediately. After reporting a failure by the Client, Youwe will take action which will or may result in recovery.

2.2.9 The cost of the removal of the malfunction will be borne by the Client if it appears that the cause of the failure is the result of his improper use or due to his act or omission in breach of the agreement.

2.2.10 Youwe informs Client in advance of intended Maintenance, if Maintenance leads to problems related to obtaining access to the Hosting, or if the Hosting is unavailable. In that case Maintenance will take place from 00.00 to 06.00 (CET). Other Maintenance will take place during working days.

2.3 Obligations Youwe Hosting

2.3.1 Youwe is responsible for the availability of the Hosting. Youwe strives, to its best ability and as far as influencable by Youwe, for an availability rate to be specified.

2.3.2 Youwe will not guarantee that the telephone lines, the Internet and / or other networks, among other things, provide optimal access when Youwe is dependent on third party telecommunication providers for the use and / or making available of these compounds.

2.3.3 Youwe has no obligations to the availability, reliability or other performance requirements for telephone lines, the Internet and / or other networks and the resulting provisions.

2.3.4 Youwe will strive to take all useful and necessary steps to ensure the smooth operation and security of Hosting. Youwe uses the latest and most current virus protection programs on the market.

2.3.5 Youwe will strive for sufficient physical and logical protection against unauthorized access by third parties to the computer used by Youwe and computer programs and / or stored process data in the context of the provision in the agreement(s).

2.4 Browser

2.4.1 The Hosting is accessible to the Client through a browser. The Hosting is optimized for browsers indicated by Youwe. The browsers for which the Hosting is optimized at the conclusion of the agreement, will be announced later by Youwe.

2.4.2 Youwe has no obligation to keep optimal acces to the Hosting through the browsers referred to in Article 2.4.1. Youwe is entitled to make changes in the Hosting that may affect the browsers recommended by Youwe and / or used by the Client, without charging any compensation.

2.4.3 If a situation as described in Article 2.4.2 should arise then Youwe will reasonably endeavor to enable the Client to change to another browser. The additional costs on the part of the Client are for its own account.

2.5 Use of Identification

2.5.1 Youwe will only make the identification data available to the Client for the use of Products. Client will deal carefully with this identification. Client will notify Youwe if something is lost, stolen and / or other forms of unauthorized use, so that parties can take appropriate action.

2.5.2 Client bears all responsibility, liability and costs caused by the use of Identification data, used and / or distributed by Client. In no event shall Youwe be responsible for the abuse and / or misuse of Identification data.

2.5.3 If there is reasonable suspicion of abuse or unauthorized use of Identification data of the Client, Youwe may give the Client instructions that need to be performed.

2.5.4 If it is determined that Identificationdata has been abused or if Client has ignored indications referred to in Article 2.5.3, Client is immediately in default.

2.6 Change in Hosting properties

2.6.1 Youwe is entitled to change the technical characteristics of

- 2.6.2** Youwe will announce an inevitable change within a reasonable time, unless this is not reasonably possible.
- 2.6.3** If the changes as referred to in this article have such a large negative change as result for the process of Client's business and / or the functionality of Hosting, the Client may submit, after showing the negative effect by way of a written notice, a written request to offer an alternative. If Youwe provides no reasonable alternative, the Client has the right to terminate the use of the Hosting without having to pay Youwe any compensation or refund of sums already paid.

2.7 Contents dataverkeer Client

- 2.7.1** Youwe has no control over and / or insight into the content of the data traffic from and / or to the Client. Youwe acts only as an intermediary. Youwe makes no guarantees regarding the content of data among other things, concerning reliability and completeness.
- 2.7.2** Client is responsible for the content of data traffic originating from Client. Insofar as possible the Code of Conduct as described in Article 2.11 is applicable to the Client and its users.
- 2.7.3** Client shall indemnify and hold Youwe harmless for any claim, lawsuit or proceedings by a third party in connection with (the content of) the data traffic or information provided by the Client. Contrary to what is stipulated in Article 9, Process data remains the (intellectual) property of the Client. Client grants Youwe the perpetual right to use and processing of process data. Process data can only be made available to third parties if it is not directly traceable to the Client.
- 2.7.4** Process data can in principle be preserved for a period of 3 months as long as the agreement lasts. After the end of the agreement Youwe is not obliged to preserve Process Data.
- 2.7.5** Youwe will cooperate with the transfer of process data and / or other data to another application as requested by Client. Youwe does not warrant the process data and / or other data during the contract and / or after the end of the contract can be transferred to another application. Client is fully responsible for the completeness and accuracy of process data and / or other data from the moment of transfer of process data and / or other data in another application.
- 2.7.6** All costs associated with the transfer of process data and / or other data requested by Client to another application will be fully borne by the Client.

2.8 Obligations of the Client Hosting

- 2.8.1** If the Hosting include hosting a website for and / or on behalf of the Client, Client must have a domain name registered and issued by an authorized organization in accordance with the relevant institution used by Third Party General Conditions. Client shall indemnify and hold Youwe harmless for any claim, complaint or legal action in connection with (the use of) the domain name on behalf of the Client.
- 2.8.2** If personal data and / or other information / data being transported or commercial and / or other activities are undertaken through the Hosting, Client indemnify Youwe from all liability, costs or damages resulting from claims of third parties in the event privacy and / or other information / data can be exported or commercial and / or other activities are undertaken in violation of the relevant (privacy) laws and / or other applicable regulations.
- 2.8.3** Client shall immediately inform Youwe by writing regarding changes that are relevant to the proper performance of the Hosting.
- 2.8.4** Client will adhere to instructions regarding the use of Youwe Hosting. If the Client fails to follow instructions given by Youwe, Youwe is authorized to reduce the burden caused by technical means or by continuous overload to stop making the Hosting available to the Client. Youwe will never be liable for damages of any nature whatsoever by the Client or third parties as a result of the measures taken by Youwe.

2.9 Multi-use Hosting

- 2.9.1** If the Client makes more use of specific parts of products during the term of the agreement, including but not limited to storage and backup space, then this will be agreed in advance accordance with the standard rates of Youwe charged to the Client.

2.10 Personal Data

- 2.10.1** Client is 'responsible' for the purposes of the Data Protection Act and therefore personal responsible for the protection of (personal) data, transmitted, edited and / or processed by the equipment and / or software of Youwe for the Client.
- 2.10.2** Client indemnifies Youwe of all claims for invasion of privacy.
- 2.10.3** Insofar as the Client is entitled to do so, Client explicitly agrees with the inclusion of (personal) data of users in the person registration of Youwe for purposes of administration and management. This register contains among other things Identification and Process data and is only accessible

- 2.10.4** Except as described in Article 2.10.1, Youwe is 'processor' within the meaning of the Data Protection Act responsible for the protection of personal data whose use by Youwe is necessary for the proper execution of the agreement and will indemnify the Client of liability in the event that the Client is sued by a person on the grounds of a breach of privacy as a result of an act or omission by Youwe.

2.11 Code of Conduct

- 2.11.1** Responsible use should be made of the Hosting and / or other offered facilities. It is forbidden to use Hosting and / or other offered facilities in a way which may:
- damage the systems of Youwe and / or third parties;
 - arise interference with its use.
- 2.11.2** Client will ensure that such damage and / or disturbances are not the result of misconfiguration on his side.
- 2.11.3** It is prohibited to use the Hosting and / or other offered facilities for illegal practises and / or contrary to the agreement. This includes the following activities:
- the infringement of the rights of third parties or allowing violation of the rights of third parties, including but not limited to intellectual property rights and privacy rights infringement;
 - failure to comply with applicable laws and / or other applicable regulations;
 - spamming (unsolicited distribution (or make it possible for third parties) of advertisements and other communications);
 - storage / distribution of (child) pornography;
 - sexual harassment, discrimination and / or harassment by other means;
 - distribution or provision of obscene, offensive or harassing material and / or other material of this nature to third parties;
 - threats;
 - storage and distribution of viruses, worms and / or other destructive activities;
 - the unauthorized breaking into (hacking) accounts, systems and / or networks of third parties and / or Youwe and / or performance and / or omissions of any other act that makes hacking possible.
- 2.11.4** Youwe reserves the right, at its own discretion, if forced by law or court order and / or a third party suggesting Youwe and / or suspicion exists that purpose by the Hosting infringe rights of a third party, is in breach of provisions of the General Conditions Youwe and / or that agreement and the obligations it imposes does not properly or not complied with, to decommission the use of the Hosting and / or other facilities, to remove and / or to suspend the information in question, until the obligations are fulfilled.
- 2.11.5** Youwe and / or third parties will never be liable to the Client and / or third-party damage of any kind resulting from the measures taken by and / or for Youwe under Article 2.11.4. The obligation to pay the agreed amounts remain fully applicable for the measures taken under Article 2.11.4 by and / or for Youwe.
- 2.11.6** If the severity of the actions and / or failure to act of Client justifies this and / or continued despite the measures by and / or for Youwe as described in Article 2.11.4, Youwe has the right under Article 1.5.4 to terminate the agreement without any compensation or restitution of sums already paid.

2.12 Consequences of termination

- 2.12.1 In the case of termination of the Agreement for any reason:
- Youwe will immediately void identification data, addressing information and / or provided codes, after termination of the agreement.
 - Youwe can charge the Client reasonable termination fees.
 - Youwe can charge Scrum costs to the Client if planned sprints are canceled, or User Stories in the Product Backlog are deleted. Where appropriate, Youwe can opt for a fixed fee immediately payable instead of reasonable termination charges. The compensation consists half of the value of the canceled work if the work is less than 25% of the total budgeted activities included value. The compensation includes three-quarter of the value of the canceled work if the canceled work includes more than 25% of the total work. Client acknowledges that this compensation is reasonable for damage Youwe suffered because the Client cancels orders without there being an attributable shortcoming of Youwe.

3. YOUWE APPLICATION

3.1 Terms of Use (Customized) Application

- 3.1.1 Youwe grants the Client the non-exclusive right to the use of the Application, and corresponding documentation.
- 3.1.2 The license is limited exclusively to personal use of the Application with Youwe agreed upon processing and the with Youwe agreed upon amount of users. Unless other arrangements are made, the license limited to the CPU on which the Application is first installed and the number of users is limited to 1 (one).
- 3.1.3 The right to use the Application is limited to the Object Code. Rights and Source Code are not provided, unless expressly agreed otherwise in writing.
- 3.1.4 It is prohibited for the Client to copy, duplicate or alter the Application in any manner whatsoever by yourself and / or by third parties, without the prior written consent of Youwe to have received.
- 3.1.5 The right to use the Application is not transferable to any third party (third parties also include holdings, affiliated and / or subsidiary companies).
- 3.1.6 Client is not authorized under any title or by any means whatsoever to make the Application available to third parties (third parties also include holding, affiliated and / or subsidiary companies).
- 3.1.7 Reverse engineering or decompilation of the Application by the Client is prohibited unless explicitly permitted by law.
- 3.1.8 The license is effective after payment has been made by the Client and any other requirements resting on the Client are met.
- 3.1.9 The extent of the right to use Third Party Products, including open source software, is determined by the Third Party General Conditions as described in Article 6. Since it is not deviated from the Third Party General Conditions in the foregoing, the foregoing shall apply mutatis mutandis.

3.2 Supervision

- 3.2.1 Youwe is authorized to prevent and / or control technical process constraints and monitoring mechanism in the Application so the actual number of processing units and users won't exceed the agreed number of processing units and users.
- 3.2.2 Furthermore Youwe is entitled, as long as the Client uses the Application, to carry out unannounced inspections themselves or through a third party at the locations where the Applications are being used. Client shall provide all necessary cooperation and access. Youwe is entitled to terminate the agreement if the Client refuses to cooperate or refuses to provide access to Youwe. Client in this case is no longer entitled to use the Application and is obliged to return the Application and destroy any copies made within 30 (thirty) days on the first request of Youwe.
- 3.2.3 Where the above checks or otherwise indicates that the actual number processing units and / or users exceeds the number of agreed processing units and / or users, the Client must immediately purchase licenses for the number of missing users, and / or servers plus a fine of 25% of the additional amount. Amounts due for Maintenance and Support for the missing user and / or server licenses will be charged to Client with retroactive effect to the time of the last episode of the previously agreed number of users and / or servers. Youwe also reserves the right to make changes to the Business Software Alliance (BSA) Alert

4. WEBDESIGN IN GENERAL

- 4.1.1 Websites are developed based on the specifications provided in writing by the parties.
- 4.1.2 The website development consists of:
- A homepage developed by Youwe with subsequent pages containing text and / or images and / or sound and / or for other World Wide Web browsers interpretable material;
 - Material developed by Youwe (text files, graphics files, interpretable scripts, executable codes, etc.) suitable for computer processing and capable of recording and processing in mentioned homepage and subsequent pages;
 - text supplied by Client, sound, images, catalogs and other materials intended to include in the website.
- 4.1.3 Insofar Youwe developed the website to data, designs, other evidence and / or requests / contributions by or on behalf of the Client, the Client is fully responsible for the content and Client guarantees that no intellectual property rights, industrial property rights or other rights of third parties will be affected.
- 4.1.4 Unless otherwise agreed, the development of the website is, in principle, based on the following phases:
- Specification Phase:
Analyze and describe the technology, functionality, content, quality and communicative purposes of the website.
 - Conceptual phase:
Design a creative concept and basic design of the website.
 - Development and Programming Phase:
Develop and program the website in digital form.
 - Test phase:
Testing the website for functionality, content, quality and communicative purposes and where necessary adapt the website.
 - Install on domain:
Installing the website on the hosting provider's domain.
 - Acceptance Phase:
Acceptance of the website by the Client.
- 4.1.5 Youwe is allowed to postpone the commencement of work belonging to the next phase, until the Client accepts the results of the previous phase. This acceptance will take place in the manner referred to in Article 7.4.

5. ADDITIONAL PRODUCTS YOUWE

5.1 Maintenance and Support

- 5.1.1 Youwe offers Client the ability to take Maintenance, depending on the product.
- 5.1.2 Maintenance and Support by Youwe is based on conditions to be agreed. In the absence thereof the provisions as referred to in Article 5.1 apply in any case.
- 5.1.3 Maintenance includes the provision of updates, including documentation of the licensed Products that include a qualitative (eg error recovery) or functional improvement to the product that has been made available to the Client. Youwe is not required to keep Client informed of any updates.
- 5.1.4 If the Client refuses to install new updates that are offered to the Client by Youwe then Youwe reserves the right to terminate the agreement or to modify the agreement to the refusal.
- 5.1.5 If Maintenance implies a functional improvement, Youwe is entitled to charge additional costs to compensate for this functional improvement.
- 5.1.6 Support includes giving verbal (telephone) and written (email) advice concerning the use and operation of the Products.
- 5.1.7 Youwe will only provide support on the latest updates of the Products. Youwe provides Support at their discretion concerning older versions, releases, etc. of the Products.
- 5.1.8 Youwe is entitled to refuse the Provision of Maintenance and Support if Products, or the environment in which the Products operate have been changed in any form or by any means by the Client.

5.2 Advice

- 5.2.1 All products that qualify as advice or have an advisory nature, including but not limited to Support (Article 5.1.4), will be provided exclusively to the best knowledge and ability.
- 5.2.2 Youwe is not responsible and / or liable if the work resulting from the advice results in a project a Client can not accomplish within allocated budgets, time schedules and other specified conditions.

1.6. If it appears that not all relevant information was already obtained and / or other problems and / or insights may arise, including but not limited to incompatibility (products which are incompatible with each other), the advice given to be adapted to the new situation.

5.3 Customization

- 5.3.1 All orders that partially or entirely consist of customized work, will be charged based on settled Costs unless otherwise agreed.
- 5.3.2 Parties shall specify in writing which Youwe Product will be developed and how this will happen. Youwe will carry out the Youwe Product development with due care on the basis of information provided by Customer with the accuracy, completeness and consistency that the Customer ensures.
- 5.3.3 Youwe is entitled, but not obliged, to examine the accuracy, completeness and / or consistency of the data provided to Youwe or specifications and, if any errors, omissions or inconsistencies are encountered, to suspend the agreed work until the Client has removed the deficiencies.
- 5.3.4 The development of customization takes place according to the following main phases:
 - i) Functional Design phase.
 - ii) Technical Design phase.
 - iii) Development of modules phase.
- 5.3.5 If Client does not wish to follow the aforementioned phases, this is entirely at the risk (and expense) of Client.
- 5.3.6 After contact between Youwe and Client a report can be provided to Client. Herein small project changes are included, the cost of which will be given, which lead to extra work. If the Client fails to explicitly express the contrary in writing within 4 (four) Business Days after the report is sent, the Client will be deemed to have approved the report and have agreed to the content. If it's urgent Youwe can demand that the Client immediately communicates to approve or reject the report.
- 5.3.7 Exceedances of the rates to 20% underpinning the price to the underlying are considered to be tacitly accepted and as such need not to be specified and / or approved by the Client.
- 5.3.8 Intellectual property rights, industrial property rights or other rights of customization continue to involve Youwe at all times, as defined in Article 9.1.

5.4 Additional Work

- 5.4.1 If Youwe considers a project change, indicated by the Client, as additional work, Youwe will notify the Client before proceeding the implementation. If requested by the Client, the message will be followed by an indication of the price and other conditions. Client will decide as soon as possible on the additional work.
- 5.4.2 Client is deemed to agree to the implementation of the additional work and the associated costs when the Client let the performance of the additional work proceed without first notifying the contrary in writing.

5.5 Installation and Implementation

- 5.5.1 Only if agreed in writing, Youwe will install and / or implement the Products, or have them installed and / or implemented.
- 5.5.2 Prior to installation and / or implementation can be passed, the Client shall, at its cost to take care of that all by or through Youwe specified conditions are met, in order to achieve successful installation and / or implementation.
- 5.5.3 Client will ensure and is fully responsible for the obtaining of the required Third Party General Conditions which are to let the installation be done lawfully.
- 5.5.4 If the installation and / or implementation does not take place within the agreed time due to the Client, the Client shall make payments as if the installation and / or implementation took place, without prejudice to the obligations of Youwe to install and / or to implement at a time yet to be determined.

5.6 Backups

- 5.6.1 As far as possible, Client will be responsible for the timely creation of backups. Youwe will reveal the procedures which may be necessary for the security of data and for making backups on request of the Client.
- 5.6.2 If it is not possible for client to make backups (and if Youwe is able to make backups), or if it has been agreed that Youwe will provide backups whole or partly, Youwe will provide the backups. Youwe is in no way responsible for the backups including but not limited to the complete or partial loss of backups and / or errors in the Backups.

5.7.1 All the activities, Maintenance, Support and other services, will take place without interruption and on work days and implemented under normal working conditions.

5.7.2 For any continuous period where Youwe performed for less than 3 (three) hours work at a location other than in Youwe Youwe is entitled to charge a minimum of at least 3 (three) hours. We speak of a continuous period if the time which in no work is performed is between one period and the next period in which work is done, is no more than 1 (one) hour.

5.7.3 Work performed outside Working days is considered overtime. For overtime before or after working days counts the applicable rate plus a 50% surcharge. For overtime at weekends and on public holidays counts the applicable rate plus a surcharge of 100%.

5.7.4 If it is agreed that the activities will take place in phases, Youwe is entitled to delay the commencement of the activities which belong to the next phase, until the Client accepted the results of the preceding stage in writing.

5.7.5 Only if explicitly agreed in writing, Youwe is required to follow timely and sensible instructions from the Client when performing work. Youwe is not required to follow instructions that change the content or scope of the agreed upon activities; However, if such instructions are followed, the relevant activities are reimbursed based on Costing.

5.7.6 Youwe is entitled enlist third parties for the performance of work without the express consent of the Client.

5.7.7 After a written, electronic or telephonic report of a problem by the Client, Youwe will take action which will or possibly can lead to recovery.

5.8 Courses

5.8.1 Registration to participate in a course must be made at least 2 (two) weeks prior to the Course. If the desired course is fully booked, there will be a notification.

5.8.2 Youwe will immediately send a confirmation upon receipt of the registration, for the scheduled Course for the Client. For applications which have been made verbally, will the confirmation be deemed to display the application correctly and completely, unless written objection within 3 (three) Business Days.

5.8.3 Courses are provided at the current applicable rates. Youwe is entitled to charge the costs incurred by Youwe such as the rental of the Course Area, teaching materials, etc..

5.8.4 Youwe reserves the right to cancel a Course for lack of the required number of applications. Client will receive, in principle, such a cancellation notice at least 1 (one) week prior to the course. Possible Course fees that have been paid already will be refunded. If there are not enough participants for a course, Client can still decide to join the course at a higher fee. This will be discussed in consultation.

5.8.5 Cancellation by the Client is free of charge until 4 (four) weeks before the course, subsequently 50% of the payable Course fee will be charged. If Client cancels the course 1 (one) week or less before the start or after the commencement of the Course, Youwe reserves the right to charge 100% of the payable Course fee.

5.8.6 Youwe will make every effort to provide the Course in accordance with the published schedule but does not accept any liability if a course may not take place or be interrupted due to special circumstances. In such a case, Youwe will reasonably strive to provide the Course possibly later on, or to complete the course. If this is not possible, already paid Course fees will be reimbursed proportionally.

5.8.7 Private Courses are courses provided for the Client, attended by the Client only. Private Courses can be arranged both on Youwe's location and on the location of the Client.

5.8.8 Rates for private courses depend on the number of participants. If it turns out that more or less participants have signed or participated than accepted in the offer, Youwe has the right to increase or decrease the applicable fee.

5.8.9 If Courses are provided on site the client must also ensure the necessary facilities and space in accordance with Article 1.6.5.

5.8.10 Youwe reserves the right to refuse access of participants to the Course:

- i) if owed amounts have not been fulfilled entirely and / or timely before commencement of the course;
- ii) for competition considerations or other reasonable grounds for Youwe.

6. THIRD PARTY PRODUCTS

6.1 Third Party Products

- 6.1.1 Youwe is entitled to utilize or provide Third Party Products or Third Party Products in fulfilling its obligations under the agreement. Youwe is not responsible for Third Party Products, unless otherwise agreed in writing.
- 6.1.2 If Youwe supplies Third Party Products to Client, in addition to these Terms Youwe Third Party General Conditions are also applicable to the contract.
- 6.1.3 Youwe provides rights to Third Party Products under the conditions specified in the Third Party General Conditions.
- 6.1.4 There is no Maintenance, Support or other services related to Third Party Products, unless agreed otherwise in writing by Youwe.
- 6.1.5 With reference to Third Party Products Youwe is responsible for:
- i) The service on Third Party Products, under the same conditions as those displayed in the Third Party General Conditions.
 - ii) The warranty for the period and maximum under the same conditions as relected in the Third Party General Conditions.
 - iii) Repair of Third Party Products:
 - iv) Under no circumstances will replacement of delivered third party products take place, unless the client expressly requests and meets the associated costs as an Advance.
 - v) Costs will be applicable on all repairs. If these repairs are done elsewhere Youwe will charge travel costs, hourly wages and other related costs.

6.2 Third Party General Conditions

- 6.2.1 Third Party General Conditions stated in these Terms and Conditions declared applicable will be transmitted only upon request, if available at Youwe. Third Party General Conditions will be made available in the same format and language as Youwe has received.
- 6.2.2 The Terms and Conditions of Youwe has priority over Third Party General Conditions unless otherwise indicated. When there is conflict between the General Conditions of Youwe and the Third Party General Conditions, Youwe may declare the conflicting terms of the Third Party General Conditions inapplicable or applicable.

7. DELIVERY

7.1 (Delivery) term

- 7.1.1 All (delivery) times which are referred to and and applicable to Youwe are determined based on the data made known to Youwe and will be observed as much as possible.
- 7.1.2 Times of delivery will therefore not be considered as fatal periods wherein must be delivered, but as periods where Youwe aims to deliver at its best efforts, as agreed. If there is a possibility that the any period will be exceeded, then Youwe will consult with the Client on a new term as soon as possible.
- 7.1.3 If Youwe supplies access rights to the Client for delivery, or otherwise give access to the Source code, the Client can make adjustments in the Source code. As a result, Youwe can no longer stand for previously issued Offers, (fatal) delivery schedules and estimates of cost. Upon first request of the Client Youwe will provide customized offers, deadlines and estimates of cost to the Client.
- 7.1.4 The excess of any applicable (delivery) date by Youwe never constitutes an attributable shortcoming of Youwe. Youwe will not accept liability under any circumstances if (Delivery) period is exceeded.

7.2 Restriction

- 7.2.1 Youwe shall commence execution of the agreement between the Client and Youwe after a signed copy of the agreement prepared by Youwe has been received by Youwe and / or if all amounts due are fully paid. If Youwe starts with the implementation of the agreement prior to receipt of a signed copy of the agreement and / or all amounts due were paid in full Youwe reserves the right to suspend the implementation of the agreement until a signed copy of the contract has been received and / or all amounts due and are fully paid.
- 7.2.2 Rights, including but not limited to the transfer of Products, be granted to the Client under the condition that the Client agreed payments on time and in full. In case of failure to pay, the Client should supply the Products back to Youwe at their own expenses after assignment by Youwe. All other remedies remain applicable.
- 7.2.3 If Client forms a new product, by Youwe delivered Products, the Client does the forming of the new product for Youwe and Client keeps the new product for Youwe until the Client paid all sums due in

7.3 Risk

- 7.3.1 The Product is at the risk of the Client from the delivery onward, even if the ownership or use has not yet been transferred. Accordingly, the Client remains chargeable for the (purchase) price, irrespective of loss or deterioration of the product by a cause that can not be attributed to Youwe.
- 7.3.2 The same applies from the moment in which the Client is in default with the performance of an act by which the Client must cooperate with the delivery.

7.4 Delivery, Installation and Acceptance Procedure

- 7.4.1 Youwe will deliver and install the Products to Client in accordance with the written specifications by Youwe.
- 7.4.2 Prior to delivery, installation, or acceptance Youwe may request Client for access to the source code of the product. In response to this request there will be consultations between the parties. Youwe is not obliged to give due to such a request. Acces is granted only to the extent that the Client has fulfilled its (payment) obligations. Youwe may attach additional conditions to the granting of access.
- 7.4.3 If Client gains access to (the Source Code) for delivery, installation or acceptance, the following applies. Prior to the delivery Customer can not derive claims to Errors in products, as these products are not yet ready. If the Client, or a third party on behalf of the Client, encounters Errors in the Source Code, the Client should inform Youwe in writing expeditiously but in any event within one Business Day of such errors and any other findings .
- 7.4.4 If the period between conclusion(s) and notification to Youwe as defined in Article 7.4.3 more than one Work Day covers, there is a situation referred to in Article 6:58 BW. Then the (delivery)period shall be at least extended by the same period and Youwe will be entitled to adjust the agreement on the basis of this report, in consultation with the Client. Furthermore, Youwe is entitled to its usual rates to charge the resulting costs.
- 7.4.5 Unless otherwise agreed, delivery of Products shall be affected by the provision of the Products to Client at the location of Youwe's warehouse. The costs of transport and any insurance will be borne by the Client. The choice of the way of transport is determined by Youwe and insurance of the transported Products shall not be carried by Youwe, unless otherwise agreed in writing.
- 7.4.6 Delivery of Services by or through Youwe is at the location(s) and the times at which the services are performed.
- 7.4.7 Only in the case where installation will take place by Youwe, there will apply an acceptance period immediately after completion of the installation. The acceptance period for the Client is 14 (fourteen) days after completion of the installation. During the acceptance period, the Client is not allowed to use the Products for productive and / or operational purposes.
- 7.4.8 The Products shall be considered accepted by both parties:
- i) at delivery when the installation is not performed by Youwe or
 - ii) if Youwe has completed the installation: on the first day after the acceptance period, or
 - iii) if Youwe receives a Test Report (Article 7.5) before the end of the acceptance period: At the moment the errors mentioned in the test report (Article 7.6) are fixed, notwithstanding the presence of small errors which according to Article 7.6.4 will not stand in the way of acceptance.
- 7.4.9 If the Products are delivered and tested in phases and / or components, the non-acceptance of a particular phase and / or part will not impede th acceptance of an earlier stage and / or any other part.
- 7.4.10 In contrast to the foregoing, the Products will be considered fully accepted from the commencement of the use, if the Client makes any use for productive or operational purposes for the moment of acceptance.

7.5 Test Report

- 7.5.1 If, during the acceptance period, it turns out that the Products contain errors, as defined in Article 7.6, which impede the progress of the acceptance test, the Client needs to notify Youwe no later than the last day of the acceptance period by means of a written and detailed test report of the Errors in which case the remaining acceptance period will be interrupted until the product has been modified such that the errors have been corrected.

7.6 Errors

- 7.6.1** Error(s) means the failure to meet the functional specifications determined in writing by Youwe and, in the case of developing customized Youwe Products, the explicitly agreed in writing functional specifications. An error occurs only if it can be demonstrated and can be reproduced. Client is required to Immediately report possible errors to Youwe.
- 7.6.2** Any right to repair Errors voids if the products provided by the Client have been changed in any form or by any means.
- 7.6.3** Repair of Errors will occur at a location designated by Youwe. Youwe is entitled to implement Workarounds, emergency solutions, detours and / or other problem restrictive measures.
- 7.6.4** Acceptance of the Products may not be withheld on grounds other than those related to the specifications expressly agreed between the parties, nor due to the existence of minor errors that operational or productive reasonably do not impede the use of the product.

7.7 Modification Performance

- 7.7.1** Youwe is allowed to deliver other products, instead of the Products ordered by the Client, if the performance and operation do not differ substantially from the originally ordered products.
- 7.7.2** If the agreement is entered into with the intention of the execution being done by a particular person, Youwe will always be entitled to replace this person with one or more other persons with the same qualifications.

7.8 Warranty

- 7.8.1** During a period of 23 months (Warranty Period), commencing at the time of acceptance (if present unclear, the date on which the agreement is entered), Youwe will strive to recover Errors as defined in Article 7.6, to the best of its ability, if the Client informs Youwe through a written and detailed report on the errors within the Warranty. At its sole discretion Youwe is entitled to repair, modify or replace the Products at its expense. In the case of errors arising from services, Youwe will provide replacement services.
- 7.8.2** Youwe is entitled to charge the usual prices and costs for repair, modification or replacement of the Products if errors can be regarded as errors in the general sense of the Client as a result of careless or improper use or other causes not due to Youwe or if the Client reasonably could have discovered the error during the acceptance period.
- 7.8.3** The Warranty does not cover the reconstruction and / or repair of damaged or lost files and / or data. Youwe does not warrant that the Products will function without interruption or errors, are suitable for every intended use and / or will lead to the Client's desired result during the Warranty Period and thereafter. The Warranty voids if the Client alters the Products or has them altered without the written permission of Youwe, as required by Section 3.1.4
- 7.8.4** At Scrum the duration of the Warranty is limited to the foregoing Sprint unless it is a Showstopper in which the normal Warranty Period applies as stated in 7.8.1.
- 7.8.5** After the Warranty Period Youwe will not be held responsible for restoring Errors, change and / or replace Products, unless otherwise agreed.
- 7.8.6** When granting access to and / or disposal of the source code to the Client or to third parties at the request of the Client, the Guarantee is void directly and without further notice, because the Source Code and the integrity and functionality of the Source Code thus not can be determined by (Only) Youwe.
- 7.8.7** The Guarantee provided on Third Party Products is in any case limited to the suppliers used by the Third Party Products Party General Conditions, as stated in Article 6.

8. PRICES / PAYMENTS

8.1 Prices and Payments

- 8.1.1** All prices are exclusive of VAT and other possible levies that are imposed by the government. The amounts owed will be charged inclusive of VAT and any government levies.
- 8.1.2** Youwe will charge the payments due monthly appropriately itemized to Client. Client will amount due within 14 (fourteen) days after the invoice date without any deduction for, setoff or deduction to be higher entitled than permitted by law.
- 8.1.3** If the Client fails to fulfill any payment obligation to Youwe, Youwe can release and sell the registered domains, or choose to not

obligation occurs longer than 120 days. Youwe has the right to cease or stop relating hostingactivities if the Client fails to fulfill his payment obligations for a period exceeding 120 days.

- 8.1.4** If Client fails to fulfill any payment obligation, Client is in default without any further notification of default being required. Client owes Youwe costs, both in and out of court relating to the recovery of all the Client owes Youwe. Extrajudicial collection costs mount to 15% of the amount due with a minimum of Euro 500, - (five hundred). In any case, the amount owed by the Client will be charged from the date of failure to a monthly interest rate, with a rate equal to the statutory interest.

- 8.1.5** Youwe has the right to suspend work and other obligations until full payment has been made, without prejudice to the obligation of the Client to meet its obligations. Youwe is entitled to invoice all costs during the downtime resulting from suspension namely 'idle time of the Youwe employees' for 50% of the valid contract rate. Downtime is the time

- 8.1.6** This period is limited to three months.

- 8.1.7** If Youwe is unable to deliver because of a default on the part of the Client, then Youwe is entitled to charge a monthly 1.5% interest rate of the amount owed.

- 8.1.8** The fee for Maintenance, Support and any other annual or periodic payments count as advance at the time of conclusion of the agreement between the parties and will be charged prior to each new year or any other period that the agreement between the parties continues properly specified to the client.

- 8.1.9** The amount due in Article 8.1.1 may be increased by possible order costs, and shipping costs of third parties. Increase can also occur if work for the Client takes place outside of the office of Youwe. For work outside the office of Youwe hourly rates, travel and waiting fees, travel and / or mileage allowances, hotel expenses and any other costs associated with such work will be charged. The travel and waiting fee is 100% of the current hourly rate, with a maximum of 2 hours. The mode of transport is determined by Youwe. The foregoing shall also apply to activities that will take place outside the Netherlands.

- 8.1.10** The above provisions shall not affect other Youwe rights based on failure of compliance by the Client.

8.2 Price Changes

- 8.2.1** The agreed prices between the Client and Youwe are based on the costs of salaries, social security costs, materials, and travel and accommodation costs, etc., as well as the exchange rate between the currencies, as applicable at the time of concluding the contract. Youwe is entitled in case of a change in one or more of the expenses and / or changes in the exchange rate to adjust prices to the change(s).

- 8.2.2** Youwe will provide the Client the opportunity to take note of any changes in prices. If Client does not agree with a price change, Client is only entitled to terminate from the date that the price change will be in force, if the total price increase for 1 (one) year, exceeds the by the CBS published inflation in the current year (the agreement have announced price increases for the previous year for the following year) by more than 5%.

8.3 Fixed Price

- 8.3.1** With a Fixed Price agreement, the work will be done for an in advance agreed amount.

- 8.3.2** Unless Youwe can appeal to Article 1.6.3, extra hours will not be charged.

- 8.3.3** When working with Scrum based on a starting point with the component "Reduced costs" or fixed price, the Client is obliged to pay the amount for all scheduled Sprints, regardless of the number that have actually been performed.

8.4 Subsequent Calculation

- 8.4.1** When charges are based on Subsequent Calculation, this means that, before commencing Youwe with the agreed work, a rough estimate can be made of the expected costs. After the work that has to be performed are done, all costs actually incurred, related to the work, will be charged. Client is therefore aware of the possibility that the estimate made earlier may be lower than the costs actually incurred. If no prior mode of settlement is agreed, work will be carried out based on the Subsequent Calculation.

- 8.4.2** Parties may agree on a flexible costing rate in writing. In addition, the speed or preciousness of the delivery of functionality or Increments has a limited effect on the rate applied by Youwe. This is done by dividing the percentage of the actual number of hours worked

greater than 20% (in this example a variable rate of 80-120%). This means that when working efficiently the hourly rate increases and if exceeding the planning the hour rate decreases, and so Youwe and Client both benefit from working efficiently.

8.5 Advance

- 8.5.1 Youwe is entitled to charge a deposit. If full payment of the deposit is not made than Youwe is entitled to immediately suspend the further implementation of the agreement and everything that the Client and its related business ventures owe Youwe, is immediately due and payable.

8.6 Terms of Payment

- 8.6.1 Payment terms are defined in the project agreement. If there are no terms in the project agreement. The following applies:
- 20% of the total order upfront.
 - By the end of each month the hours worked of that month will be invoiced.
 - The 20% invoice from sub a will be settled at the end of the project.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Rights of Youwe and Client

- 9.1.1 Youwe has the exclusive right to develop the Youwe Products and to make the use available to third parties by means of licenses.
- 9.1.2 Unless there are any Third Party Products, all resulting intellectual property rights, industrial property rights and other duties remain with Youwe for each job performed by Youwe wherever and whenever, regardless of whether there is the delivery of an existing product or a product to be developed.
- 9.1.3 Client acknowledges that all present and future intellectual property rights, industrial property rights, other rights and the registration and / or application of these rights and / or similar rights for the entire term and any renewals or extensions thereof, now or in the future forever worldwide will be forwarded or transferred to Youwe.
- 9.1.4 The Client is not allowed to remove or modify any indication concerning intellectual property rights, industrial property rights, other rights, trademarks and trade from Products. The same goes for a third party.
- 9.1.5 The intellectual property rights, industrial property rights and other rights of a product, or a portion thereof, may be only by written deed be transferred to the Client if Youwe has these rights.
- 9.1.6 If Youwe, Client or Third Party applies functional improvements or other changes in the products, the improved or modified product's intellectual property rights, industrial property rights and other rights in this case remain unchanged at Youwe based or third owner. If these rights are not vested in Youwe or at a Third beneficiary, the Client will take care of the transfer of these rights to Youwe or third owner. This will be free of charge.
- 9.1.7 Youwe reserves all intellectual property rights, industrial property rights and other rights related to provided course material and / or documentation. It is explicitly not permitted to duplicate this in any way to authorize, provide to Third Parties or to provide on loan. Client must ensure that its employees and / or third parties take care of the fulfillment of obligations stated above.

9.2 Disclaimer

- 9.2.1 Youwe shall indemnify the Client of any action insofar as it is based on the fact that the Youwe products infringe a valid copyright in Netherlands. Youwe will pay the irrevocable fixed costs and assigned damages, providing that the Client:
- notifies Youwe in writing immediately, but no later than 10 (ten) days after the alleged copyright infringement is made known to the Client or the time that it could have reasonably been brought to the Client's attention; and
 - leaves the overall handling of the proceedings to Youwe, including negotiations towards a settlement.
- 9.2.2 If such action is filed or the possibility to do so exists, Youwe reserves the right to acquire the license rights, or sub-license rights of the Youwe Product or amend the Youwe Product if it no longer infringes a Dutch valid copyright. If in the opinion of Youwe the foregoing options are reasonably ineligible Youwe may take the delivered Youwe Product back for a fee equal to the already paid fee for the Product, minus a reasonable allowance for the use made of the Youwe Product.

- It is based on the fact that the Third Party Products delivered to Client violate an intellectual property industrial property or other right applicable in the Netherlands or elsewhere;
- What is provided by Client is part of or delivered in conjunction with a product and this combination is a infringement of intellectual property, industrial property or other rights applicable in the Netherlands or elsewhere.
- Client has made a change in or to the Product.
If Youwe and Client agreed that the intellectual property rights, industrial property rights or other rights of a product or a part thereof will be transferred to the Client, the Client will indemnify Youwe from any action so far as it is based on the fact that the Product or any part of it infringes any intellectual property, industrial property or other right belonging to a third party.

10. Youwe SCRUM

10.1 Applicability

- 10.1.1 Parties agree in writing whether they are using Agile software development and Scrum as set described in this Section.
- 10.1.2 Youwe Scrum, the method of Youwe, is inspired by the original idea of Agile contained in the Manifesto for Agile Software Development (2001) and the thoughts of Scrum, a framework for the development and maintenance of Products (2011 version). These conditions always refer to Scrum because of the readability.
- 10.1.3 Before the scrum project starts, the parties determine the contact details of the persons involved within the project, such as: Product Owner, Scrum Master and Development Team.
- 10.1.4 The short interactive Sprints and the active involvement of the client are essential in the mode of development of the Youwe Products. Client should therefore be sharing their information, wishes, goals and knowledge in full and continuously with Youwe, to let this way of working be successful.
- 10.1.5 The input, output and actions of the Scrum Team outweigh the theoretical and procedural methodology and accountability. Youwe and Client focus on cooperation and the value of the Product, rather than maximization of profit, cost and risk reduction of the Client.
- 10.1.6 We are working toward functional products instead of comprehensive documentation and flawless Products. In the development the functional demand that the Client presents in User Stories evidence is central and not the following of predefined (quality) planning or blueprints. The parties accept that insights and schedules can change a long the way and they will respond to changes, if they are consistent with agreed in principle as 10.3.

10.2 Definitions Scrum

- 10.2.1 In addition to the definitions described in Article 1.2 the following words and expressions will be capitalized. In case of overlap in definitions and ideas the definition of Youwe contained in these Conditions prevails.
- 10.2.2 Sprint:
A fixed period (usually 2-4 weeks), to be determined by the parties, in which (an) Increment(s) of a product is/are developed by Youwe. Meanwhile, it is not possible to change the duration of a Sprint. A new Sprint starts immediately after the previous Sprint is closed with a Sprint Review.
- 10.2.3 Sprint Planning Meeting:
A meeting before the start of a Sprint where the Scrum Team determines in consultation which increments are required to meet one (or more) User Story/Stories in the upcoming Sprint, as described in article 10.4.
- 10.2.4 Daily Scrum:
a meeting at the beginning of a Workday by Scrum Master for the Development Team to synchronize activities and make a plan for this particular Workday. The days are fixed in the Sprint Planning Meeting. Possible topics of the Daily Scrum are the Progress since the last Daily Scrum and a prediction of the work to be done on such a Business Day until the next Daily Scrum, which take account into the availability of time, Scrum team members and other resources and circumstances. During the Daily Scrum the obstacles that hinder the progress of the Development Team will be discussed, which the Scrum Master then discusses with the Product Owner (if requested). A Daily Scrum usually takes 15 minutes.

10.2.5 Sprint Review:

A meeting organized by the ScrumMaster after the Sprint to verify that it meets the Increment User Story in the Product Backlog. The Product Owner is responsible for acceptance of the Increments. Unless otherwise agreed in writing, a Sprint review is limited to 1 (one) hour per 5 (five) working days of the Sprint.

10.2.6 Sprint Retrospective:

After completion of the last Sprint of Client, Parties shall meet and discuss the progress of the Sprints, completed Increments, obstacles in User Stories and achievements and the experiences that it generated. The findings can be shared by the Product Owner and Scrum Master with their own organization where they respect the confidentiality of each other(s) business goals and know-how in accordance with article 1.7. If the Client needs to adapt, improve or expand Youwe Products after the Sprint Retrospective, the parties shall consult for a follow-up project where new Product Backlog User Stories can be submitted.

10.2.7 Scrum Team:

consists of the Product Owner, the Development Team and Scrum Master and provides iterative Increments for Youwe Products. A Scrum Team selects its own plan of action instead of being told by someone outside the Scrum Team and does not waste time waiting for external advice or procedural consent.

10.2.8 Product Backlog:

A list of User Stories that articulates the total demand of the Client for the Youwe Product. The Product Backlog is the only source for any conditions or changes in products to be developed. The Product Owner is responsible for the content, order and availability of the Product Backlog and User Stories. The Product Backlog lists all the features, functions, conditions, recovery enhancements and the changes that need to be made in (Future) Sprints to the Product.

10.2.9 Product Owner:

The person appointed by the Client deemed to be authorized to represent the client and his decision. Authorized on behalf of the Client. The Product Owner is solely responsible for maximizing the value of the Youwe Product, Product Backlog and work of the Development Team, because of his knowledge of the functional and technical requirements and the (necessary) conditions of the Client. The Product Owner ensures User Stories are visible, transparent and clear to the Development Team. He determines the order and priority of User Stories so that goals and missions can be achieved by means of the Client's preferred methods and ensures that the Development Team understands the User Stories to the required level. He also provides appropriate action to notifications or obstacles that the Scrum Master communicates. The Product Owner may (partially) mandate his work to the Scrum Master or the Development Team, but remains responsible. This way he has substantial opportunities to meet the wishes and requirements of the Client in advance, thereby increasing the value of work of the Scrum Team.

10.2.10 Development Team:

the people that are deployed to develop the Youwe Product for Client. The Development Team operates independently for the Product Owner and is supported by the Scrum Master. Team members are equal even though they may have a specialty or particular quality.

10.2.11 Increment:

the total programming codes are completed during a Sprint of all User Stories Product Backlog. At the end of a Sprint, the new Increment has to be "ready", which means that it is serviceable and meets the definition of "Ready" used by the Scrum Team. The total of increments forms the Youwe Product. Each increment is additive to previously delivered increments and tested so that all increments are supposed to work together.

10.2.12 (Definition) Ready:

Definition Ready is not a synonym for "ideal" and "Faultless computer programming code" or "conformity", but the granted functionality agreed by the parties. The "Definition of ready" ("Definition of Done") for the Scrum Team is used to check if the Increment meets the User Story. The Product Backlog stated tonnes per User Story for a Scrum Team members understandable and workable definition of "Done". The same definition helps the Scrum Master during the Sprint Planning Meeting to estimate how many increments fit in a Sprint. The purpose of each Sprint is to deliver potential value through increments with functionality that meets the definition of "Done" from the Scrum Team.

10.2.13 ScrumMaster:

actions such as a Daily Scrum. The Scrum Master communicates to the Product Owner about the experiences and obstacles of the Scrum Team. The Scrum Master strives to improve the interaction of the Scrum Team in order to maximize the created value by the Scrum Team. He introduces solicited and unsolicited methods and techniques to the Product Owner and Development Team when, to his understanding, these have a positive effect on the Scrum Team to an extent. The Scrum Master supports the Product Owner by providing or attending to techniques for keeping the Product Backlog, User Stories in preparing and planning.

10.2.14 User Story:

An independent, negotiable, valuable, estimable demand or wish of the client that can be tested (INVEST) and which is understandable and is able to prioritize. User Story is formulated by or under the direction of the Product Owner. Based on User Stories the Development Team transforms the technical features, functions, conditions, improvements and restoration of Showstoppers in the form of Increments. During the Sprint, User Stories will be used for consultation and determining the progress. After the Sprint the User Stories and accompanying documentation will be deemed to be the complete system documentation which is already available to the client through the Product Backlog.

10.2.15 Starting point:

The central idea based on which parties work on the Youwe Product as explained further in Article 10.3.

10.2.16 Showstopper:

A substantial defect in the functionality of an Increment. A showstopper is not a (small) defect (partly) caused because a User Story contains incomplete or inaccurate information, of cosmetic nature, does not meet the definition in Article 7.6.1, or a defect that does not significantly impede the functionality for the user.

10.3 Determination starting point (principle)

10.3.1 A Scrum Project serves based on a Principle. Each Principle consists of fixed and variable components, namely: quality, resources and cost, time and functionality. Before the first Sprint, the parties agree on the starting point, or define which components are fixed and variable.

10.3.2 In addition, the following starting points are possible:

- i) Limited cost, best quality. The Parties establish a fixed price that is based on the size of the Development Team, the number of Sprints and number of hours Youwe makes available for the project. Parties may always enter into discussion during the sprint planning consultation to extend the (fixed) number of hours, delivery time or Development Team Members. Other components are variable, including but not limited to the number of required sprints and functionality. Thus, as much functionality is realized as is desired and feasible with the available budget;
- ii) Limited costs and time. Client has a specific period in mind and limited budget available. The Parties shall establish a fixed amount based on several things including the availability of the Development Team, planning and budget which Customer makes available for the project. Parties may agree on extending the (fixed) number of hours or Development Team Members at any Sprint Planning Meeting;
- iii) Achieve effective functionality. Client has functionality in mind that he can articulate during the project into a workable "definition of ready". Youwe puts together a Development Team based on their own understanding and experience, set Sprints and ensures that the Scrum Master achieves the most efficient development for achieving the functionality within the Scrum Team. Other components such as, but not limited to the number of sprints and the costs are variable;
- iv) Limited time and functionality. Client has a certain deadline in mind at which a certain functionality should be available. The Client can articulate the functionality a workable "definition of ready" which is fixed during the project. Other components, such as, but not limited to, the required sprints, cost and composition of the development team are variable.
- v) If the parties do not agree on a basic principle in writing, the principle of work deemed under Article 10.3.2 c) Achieve effective functionality, will be adapted.

10.3.3 During a Scrum Project, the adjustment of the Principle or

attach conditions to its consent and is not obliged to adjust the Principle.

- 10.3.4** A Scrum means working per Sprint towards fulfilling User Stories that represent a value to the Client. The risk of the parties can therefore never exceed the value of Sprint, for which the rules on liability in Article 1.8 continue to be observed for the sake of completeness. Moreover, the parties can always remedy any unexpected Showstoppers through an (extra) Sprint(s), which allows defaults to be corrected immediately. This is in line as much as possible with the determined starting point.
- 10.3.5** A Feature of working with Scrum is that a vendor lock-in situation can not occur because after each Sprint, the Client and Youwe can revise whether Sprints are possible and desirable. When a Client decides to no longer allow Sprint(s) at any time, he accepts the status quo in which some Youwe Product or Increment is at that moment and he gives further rights to performance price. Claims by the Client can not arise from Sprints that have not (yet) been carried out without prejudice to require claims arising from cancellation of agreed Sprints. Cancellation during a Sprint is not possible. When canceling, the Client always takes a period of notice of at least one follow Sprint (or at least 2 weeks after stopping sprints).
- 10.3.6** The parties may agree to a bonus for the situation where the functionality or Increments are completed faster than expected. In addition, the parties may agree in writing to the several hours and Sprints such as a flexible costing rate as in Article 8.4.2.

10.4 Sprint Planning Meeting

- 10.4.1** Before the start of each Sprint, the Scrum Team holds a Sprint Planning Meeting. If it concerns the first Sprint (0), the Scrum Team collectively takes the Product Backlog and discuss what the goal is for the Client. If the Development Team indicates that a User Story in the Product Backlog is not understandable or workable, the Product Owner provides for example through workshops for adjustment of the User Story.
- 10.4.2** The Sprints should conclude without interruption
- 10.4.3** Youwe and customer will be prior to the first sprint and again before the end of a current Sprint in concert, which also functions to accomplish during that sprint will be defined. The Parties shall at all times be available for consultation on the planning of the (next) sprint. If sprint planning quoted by the agency of client is ready on time, so the next Sprint does not match the enclosed Sprint, Youwe has the right to the hours - that can not work due to the non availability of the sprint planning in time - by to charge to the Customer at the cost agreed rate (= 70% of the hourly rate).
- 10.4.4** Because there are unique circumstances in each project, the Scrum Team keeps track solely of what really happened to Scrum Team members in the planning for future-oriented decision-making and are fictional and theoretical possibilities avoided. The made risk assessment is not intended to be all-embracing. The parties accept that during a Sprint at any time, an (unnamed) Risk may appear. Parties at that time will come to a satisfactory solution and discuss this during the Sprint Review. If necessary, the parties take measures in the next Sprint Planning Meeting.
- 10.4.5** The Product Owner determines the order of the User Stories. Then determines which components and methods are required by the ScrumMaster and Development Team for making these Increments. The Development Team estimates how laborious a Increment is. The Product Owner may help the Development Team with explaining User Stories and making trade-offs, but the Development Team will determine the final estimate. Based on the estimates, the ScrumMaster makes a potentially viable planning in which he distributes work as well as possible among the members of the Development Team. The ScrumMaster judges what can be planned within the Sprint based on the estimates, availability of Development Team members, time, resources and number of Increments arising from User Stories.
- 10.4.6** Unless the Scrum Master and Product Owner agree otherwise in the Sprint Planning Meeting, There will be a consultation between the Scrum M Owner once every calendar Week. In this consultation, the progress of the current Sprint will be discussed, questions and obstacles from the Scrum Team, preparation for the upcoming Sprint Review and Sprint Planning Meeting, budget management and validity of User Stories.
- 10.4.7** As often as the parties deem appropriate, the Product Owner and Scrum Master can have an ad hoc meeting to discuss certain topics. This time is not factored in advance and will be charged according to its rates by Youwe in the usual way. The parties may agree in writing beforehand about further agreements on these costs.

10.5.1 A Sprint Review is held by the Scrum Team at the end of the Sprint to accept the Increment. During the Sprint Review, the Scrum Master collects feedback, problems and solutions from team members. The Product Owner discusses the latest version of the Product Backlog and progress according to the planning. The Product Owner also outlines the actions he has taken in response to barriers reported by the ScrumMaster and the result of these actions.

10.5.2 The Development Team demonstrates the Increments created during the Sprint and the Product Owner inspects and tests if the Increments correspond to the Definition of Done in the Product Backlog. An Increment is ready if it meets the User Story and, except in the case of the presence of a Showstopper, cannot be refused.

10.5.3 Since each finished Scrum User Story is a complete story and thus entails value and / or functionality for the client there is no further (final) acceptance, and the Youwe Product is considered supplied as in Article 7 of the Youwe General Conditions. If the Product Owner wants to brand an Increment as non-Ready after the Sprint Review, the Product Owner adds this as a new User Story to the Product Backlog in the usual way.

10.5.4 The Scrum Team discuss the results of Article 10.5.1 and 10.5.2 jointly, consequences and possible next steps. This agreement forms the input for the next Sprint Planning Meeting. If an increment is not ready, the Product Owner determines, based on advice from the Scrum Master whether the increment or the Product Backlog should be adjusted. If the Product Owner deviates from the advice of the Scrum Master, the Product Owner takes responsibility for his choices and consequences.

10.5.5 An Increment that is not ready will be updated in the Productlog and can only be adjusted in the next Sprint after the Product Owner examines whether the increment meets the Definition of Done in the subsequent Sprint Review. This iterative process is repeated until the Sprints Increment meets the Definition of Ready, further Development Team Sprints are not consider appropriate, the Product Owner determines that the other User Stories Increments have priority, or the User Story is (partly) deleted. The Product Backlog may also be adapted to bring new insights and to embrace opportunities.

10.5.6 Supported by the ScrumMaster the Product Owner (re)formulates realistic dates of completion. He compares the results of the remaining total Sprint Product Backlog to estimate whether it is still feasible and necessary and the principle is correct.

10.5.7 The last Sprint review also offers the opportunity for a Sprint Retrospective as described in 10.2.6.