General Terms and Conditions of EasternGraphics Benelux B.V. for the Performance of Consultancy Services and Other Services ("Services GTCs")
(version May 1st 2007)

I. Area of validity

The following General Terms and Conditions for the Performance of Consultancy Services and Other Services (hereinafter referred to as "Services GTCs") of EasternGraphics Benelux B.V. (hereinafter referred to as "EGR") are applicable for all contractual relations with customers concerning consultancy services and other services performed by EGR and form an intrinsic and inalienable component of all such contracts, unless otherwise expressly agreed individually in writing between EGR and the customer. These Services GTCs supplement the General GTCs of EGR, which also form an intrinsic and inalienable component of all contracts.

II. Consultancy services and other services performed by EGR

On the basis of individual orders placed by the customer, EGR will perform various consultancy services and other services connected with the selection, introduction, installation and use of EGR software programs, as well as the adaptation of such programs for the individual requirements of the customer. The consultancy services and other services to be performed by EGR are listed individually in the tender submitted or confirmation of order issued by EGR. These Services GTCs are applicable for the following EGR services in particular:

- Establishing the definite software requirements of the customer, taking into account the existing specific hardware and software environment of the customer
- Planning and development of a concept for the introduction of EGR software programs
- Project support and consultancy during the introduction of EGR software programs
- Introduction of pilot applications of EGR software programs in the company of the customer
- Consultancy services during the installation and introduction of the software programs selected by the customer
- Support of the customer during the production and optimisation of the operational function of EGR software programs
- Consultancy services during the adaptation and expansion of EGR software programs
- Instruction and training of end users and/or the employees of the customer (e.g. standard training, workshops) on the optimised use of EGR software programs
- Development and adaptation of software and data

III. Scope of services, performance of services

(1) Working hours and the place at which services are performed will be determined by EGR. The interests of the customer will be taken into account.
(2) Objectives, the scope of services and activities and the method of procedure will be agreed between EGR and the customer. This will also apply for vicarious agents and other persons employed by either EGR or the customer for the fulfilment of contractual obligations.
(3) Insofar as EGR performs support services for the customer during the course of projects, the customer will be obliged to check on a regular basis that the written project targets are being met. The customer will be exclusively responsible for project management and guidance. EGR and the customer will mutually agree the type and presentation of results and the documentation and recording of project work, as well as times and deadlines. These are tasks that are herewith assumed by EGR. If applicable the extent of contractual services to be performed will be taken from performance specifications to be drawn up mutually by EGR and the customer.
(4) EGR will be obliged to only employ qualified personnel during the course of the project and to constantly supervise these personnel and inspect the results of their work. EGR will be free to employ or replace personnel at his own discretion.
(5) Insofar as employees of the customer are used in support during the course of the project, the customer will be obliged to ensure that his employees are managed from a disciplinary point of view by a suitable employee. In this case the name of the relevant contact person appointed by the customer must be submitted to EGR before the start of the project.
(6) In the event that it is intended for EGR to support the customer during the course of adaptation and expansion of EGR software programs, EGR will be responsible for the performance of such activities, however EGR will not be responsible for guarantees and version maintenance, unless this has been expressly agreed.
(7) EGR will perform all consultancy services and other services during the course of normal working hours, with the exception of statutory bank holidays, from Monday to Friday 9.00 a.m. to 6.00 p.m. Additional services outside these times are to be remunerated separately on the basis of an additional agreement.

IV. Remuneration, invoicing

(1) The amount of remuneration due to EGR in return for consultancy services and other services will be based on time required for the performance of these services in accordance with the EGR price lists that are valid at the time of confirmation of the order. The prices listed are daily rates (8 hours) for training days and for other consultancy services. Besides the actual time spent performing the agreed services, the time spent on services to be remunerated by the customer will also include time spent in conferences, project meetings and any preparatory and/or completion work carried out by the employees of EGR outside the premises of the customer, e.g. on the premises of EGR. All listed prices are net without deductions and will be subject to the legally applicable amount of VAT.
(2) The customer will also be obliged to reimburse EGR separately for all evidenced ancillary costs, e.g. in the event that on-site services have been agreed, travel expenses, including overnight accommodation. The applicable prices can be seen in the relevant price lists or will be expressly stated in the tender.
(3) In the event that time periods to be spent on the performance of services are stated in the tender or the confirmation of order, these will merely be estimated time periods. It is possible that these time periods could be exceeded. In this case EGR will inform the customer immediately of the fact that these originally estimated time periods have been/will be exceeded. In the event that the customer wishes to specify a binding upper limit for time to be spent on the performance of services, this must be expressly agreed in writing.
(4) EGR herewith expressly reserves the right to issue monthly invoices for the time spent on the performance of large contracts for consultancy services and other services. In the case of individual, not so extensive, one-off services, such as for example installation support, instruction or training services, EGR will issue an invoice for these services upon completion.
(5) In the event that services can not be performed or not be completed for reasons for which the customer is responsible, EGR will nonetheless be entitled to issue invoices for these services, however less the amount of expenses saved as a result of non-performance.

V. Liability for defects, final inspection, acceptance

(1) In the event that EGR is contracted purely for the performance of consultancy services and if the customer alone is solely responsible for the preparation of user facilities and/or the introduction of an appropriate system, EGR will be liable for the correctness and appropriateness of the consultancy services.
(2) In the event that the services performed by EGR correspond to the agreed services (if applicable in the performance specifications), the customer will be obliged to declare acceptance of these services immediately in writing. The customer will be obliged to inspect whether the software fulfils the requirements specified in the performance specifications by way of an appropriate function test under simulated true-to-life practical conditions. The customer will not be entitled to refuse to accept or partially-accept services or partial services on the basis of insignificant defects.
(3) EGR will support the customer during the course of the performance of tests, insofar as this is necessary or agreed. Once tests of the software have been completed successfully, at the latest however 7 days after the putting into operation of the software, it will be deemed that the software has been accepted by the customer. The test phase will last a maximum of 8 weeks.
(4) In the event that deviations from the agreed performance specification are ascertained during the course of the function test, these deviations will be specified in the declaration of acceptance as defects.
(5) The customer will be obliged to report any defects immediately to EGR in writing, by e-mail or by fax and specify and describe how these defects manifest themselves, the effect of these defects and under which circumstances these defects take effect. Claims arising from defects will only exist if the defect reported can be replicated or can be demonstrated through machine-produced data.
(6) EGR will be obliged to eliminate all defects properly reported by the customer by way of subsequent fulfilment of obligations, subsequent improvement or subsequent delivery. EGR will be free to choose the method to be used for the elimination of defects during the subsequent fulfilment of obligations. The right of EGR to refuse the selected method for the subsequent fulfilment of contractual obligations in accordance with the statutory regulations will not be affected. Insofar as reasonable for the customer, EGR will be entitled to eliminate defects reported by the customer through the delivery of a new version of the software (e.g. "update", maintenance release/patch"), which no longer contains the reported defect or eliminates the defect or to develop an alternative solution.
(7) In the event that attempts to subsequently eliminate defects are not successful within the specified period, the customer will be obliged to grant EGR an additional period of grace for the elimination of defects, insofar as it is reasonable for the customer to do this and unless EGR finally refuses to subsequently eliminate defects. In this case the customer will be entitled to withdraw from the contract or demand the reduction of the purchase price after the expiry of the aforementioned additional period of grace and, in the event that EGR is at fault, demand compensation instead of performance or the reimbursement of expenses incurred. Once the additional period of grace has expired without success, the customer will be obliged to declare within an appropriate period whether he still requires the subsequent fulfilment of contractual obligations or whether he intends to enforce the claims to compensation specified above. The customer will not have a right to withdraw from the contract in the event of insignificant defects. Upon the declaration of withdrawal from the contract or a demand for the reduction of the purchase price, the customer will renounce all claims to the delivery of defect-free software. The right of the customer to eliminate defects himself is herewith expressly excluded.
(8) EGR will not assume a guarantee for any defects to the software that are brought about as a result of incomplete or incorrect details in the performance specifications.
(9) EGR will not be liable for defects if software errors arise after the amendment of the conditions of use or operation, in the event of installation or operating errors, insofar as these are not the result of errors in the user handbook, or interference with software programmes, such as changes, adjustments, combination with other programmes, and/or in the event of the use of software in breach of the contractually agreed use, unless the customer can prove that the software errors that arise already existed at the time of the transfer of possession of the software or that the errors that arise have no direct causal connection with the aforementioned occurrences.
(10) EGR will not be liable for the correctness of any data of the manufacturer or customer pertaining to delivered software or any possible errors arising from such data.
(11) In the event that it comes to light that a defect reported by the customer does not in fact exist or is brought about as a result of other factors unconnected with the software supplied by EGR, EGR will be entitled to invoice the customer for all costs arising as a result of analyses and other processing work on the basis of the currently valid price lists of EGR.
(12) In the event of a justified withdrawal from the contract, EGR will be entitled to demand an appropriate amount of compensation for the customer's use of the software in the past up until the time at which withdrawal from the contract was

declared. This compensation for use of the software will be calculated on the basis of a four-year total period of software use, whereby an appropriate deduction will be made for the defects influencing the software, which led to the withdrawal from the contract.
(13) Claims of the customer arsing from defects will be subject to a limitation period for claims of one year, starting at the time of transferral of risk.

VI. Cooperation of the customer
(1) If necessary, the customer will be obliged to provide the employees of EGR with suitable rooms for the storage of their documents, tools of work and data carriers.
(2) If necessary, the customer will be obliged to provide the employees of EGR with all required tools of work in appropriate amounts without additional charge. Furthermore, the customer will also be obliged to provide the employees of EGR in good time with all required information and allow the employees of EGR free access at all times to all information necessary for the completion of their work.
(3) The customer will be obliged to comprehensively support EGR free of charge, e.g. by providing the required operational requirements for the performance of the agreed services. The customer will be obliged in particular to provide an adequate number of employees, working areas, hardware and software and data and telecommunications equipment and cooperate during the drawing up of specifications and the execution of tests. The customer herewith guarantees that the employees of EGR will receive access to hardware and software and he will enable access to software by way of remote data transfer, unless there are significant reasons why this is not possible.
(4) Insofar as EGR installs software on the systems of the customer for test purposes during the course of consultancy services, the customer will be responsible for the punctual provision of suitable hardware and software. Before putting this software into operation, the customer will be obliged to test all functions of these software programs under the customer's specific hardware and software environment. EGR will not be liable for the loss of data if such losses could have been avoided through the proper storing of data in the area of responsibility of the customer. It will be assumed that the customer has stored data properly if the customer stores his data stocks daily in machine-readable format and therefore guarantees that this data is retrievable with a not unreasonable degree of effort and expense.
(5) The breach of the aforementioned obligations of the customer to cooperate with EGR will constitute an infringement of an essential contractual condition. In the event that the customer breaches his duty to cooperate with EGR, EGR will no longer be obliged to perform the agreed services. In the event of the repeated or serious breach of this duty to cooperate, EGR will be entitled to terminate the contract within a period of one month. Contractual relations will then be dissolved at the end of the following month.

VII. Usufructuary rights
(1) The customer will be entitled to use the services provided by EGR for the contractually agreed purposes of use. EGR will be entitled to use all copyrightable results of work for its own purposes and for the purpose of program maintenance and program warranty, as well as for further development.
This will also apply in particular for all documents and other materials prepared by EGR during the course of the performance of services for the customer.
(2) Besides the transfer of the services and any user documentation to the customer, EGR will not be obliged to transfer to the customer any source codes and/or documentation concerning the development of the software.
(3) Insofar as EGR uses or adapts standard software, the usufructuary rights on this software will be determined by sections IV. and V. of the Contractual Conditions for the Transfer of Software (Software GTCs) of EGR and/or the usufructuary rights otherwise granted on the basis of contract.

VIII. Training on the premises of the customer, standard training
(1) EGR is able and willing to carry out training services on the premises of the customer or at other premises to be named by the customer. In this case the customer will be obliged to ensure at his own cost that there are suitable rooms and an appropriate number of computers available for the number of participants during the entire duration of the agreed (in writing) training period. Furthermore, the customer must also ensure that the software that is the subject matter of the training is installed on each computer.
(2) The prices for training include the cost of all documentation required for training. The participants or the customer will be obliged to bear the cost of all travel expenses and the cost of bed and board. Part-time participation will not entitle the participant to a reduction of the training costs.

IX. Amendment and cancellation of training courses, miscellaneous
(1) EGR herewith expressly reserves the right to send a replacement consultant to training courses (training on the premises of the customer, standard training), to amend to an insignificant degree the content of a training course and/or change the dates and/or place of training courses. Furthermore, in the event of extreme organisational or other difficulties, EGR will also be entitled to completely cancel training courses. In the latter case, all training costs already paid will be reimbursed in full.
(2) The customer will be obliged to inform EGR immediately in writing if any agreed dates for training courses can not be observed. EGR will be entitled to charge a € 50.00 processing fee, plus the legally applicable amount of VAT, in the event of the cancellation of a training course within two weeks of the intended start of the course. In the event of the cancellation of a training course up to one week before the start of the course, EGR will issue an invoice for 50% of the full training fees. In the event of the cancellation of a training course within one week of the start of the course, EGR will issue an invoice for 70% of the full training fees. The following will not apply if a replace participant is agreed for the training course. The aforementioned charges for the cancellation of training courses will not apply if the customer can prove that no damages or a lesser amount of damages have been incurred by EGR or that the training course was in fact cancelled by EGR in accordance with sub-section (1) above.
(3) The above time for the cancellation of training courses will be dependent on the receipt of written cancellation by post, fax or e-mail.

(4) All forms of replication of the training documentation submitted to the customer, including extracts from this documentation, regardless of whether submitted in printed or electronic format, will require the express prior written consent of EGR.

X. Validity of the General GTCs
The contractual conditions set out in the General GTCs of EGR, e.g. the conditions concerning the completion of contracts, delivery, remuneration and payment, reservation of rights and reservation of ownership, liability, limitation of claims, place of jurisdiction etc., will apply accordingly for all contractual relations with the customer concerning the performance of consultancy services and other services.