# GENERAL TERMS AND CONDITIONS MIRA MARKETING EXPERTS S.L.

### **GENERAL PROVISIONS**

## 1. APPLICABILITY, OFFERS AND AGREEMENTS

- 1.1. These general terms and conditions apply to all offers, deliveries and agreement in this respect, made by, respectively, concluded with MIRA with regard to inter alia the delivery of services and/or software.
- 1.2. Derogation from these general terms and conditions can only take place expressly and in writing. In case of derogation from one or more provisions of these general terms and conditions, the other provisions remain in full force, unless expressly agreed otherwise.
- 1.3. All offers, quotes and suchlike made by MIRA, as well as notifications with regard to the nature and the duration of the services to be delivered, which can only be given approximately based on normal circumstances, are entirely without obligation, unless expressly stated otherwise. All statements and specifications on websites, in brochures, offers, and suchlike, are made as precise as possible. However, MIRA has no liability whatsoever for any errors therein. Client must take changes therein into consideration.
- 1.4. Agreements only bind when they have been confirmed in writing by MIRA.
- 1.5. Any general terms and conditions applied by Client are expressly rejected.
- 1.6 If MIRA will (partly) act as purchaser of goods and/or Contractor, for the purpose of (legal) acts which MIRA must execute for Client, then the applicable general terms and conditions in that aforesaid relationship (regardless if these are of MIRA or of another party) will also apply, in addition to these general terms and conditions, to the legal relationship between Client and MIRA. In the event that these general terms and conditions are in conflict with the terms and conditions of third parties stated above, these general terms and conditions will prevail. The terms and conditions of third parties (or the derogating terms and conditions of MIRA that can be applicable) will be forwarded to Client upon first request.
- 1.7. If and insofar as MIRA makes the software of third parties available to Client, then the terms and conditions of those third parties will also be applicable with regard to this software instead of the provisions of these general terms and conditions. Insofar as Client has entered into a (license) agreement with these third parties this license agreement will apply between the third parties concerned and Client. Client accepts the terms and conditions referred to and, if applicable, the license agreement of these third parties. The terms and conditions are available for Client for inspection at MIRA and MIRA will forward these general terms and conditions to Client upon request and free of charge.
- 1.8. MIRA does not guarantee the sound condition of the delivered software which forms the subject of the license agreement which Client enters into with any third party.

### 2. PRICE AND PAYMENT

- 2.1. All prices are excluding turnover tax (VAT) and other duties imposed by authorities. All changes in the factors that influence the price, including purchase prices, exchange rates, import and export duties and other duties owed at import or export, insurance rates, freight rates and other duties or taxes, can be charged on by MIRA to Client.
- 2.2. All invoices will be paid by Client in accordance with the payment terms stated in the invoice. In the absence of specific terms Client will pay within 5 days from the invoice date. Payment will take place without deduction, compensation or suspension on whatsoever basis.
- 2.3. If Client does not pay the amounts owed within the agreed term, MIRA will suspend the delivered services until payment has been made in full. Client will be automatically in default through a single expiry of the term, the entire claim, including any future terms, will be immediately due and payable and MIRA (at the discretion of MIRA) will be entitled to terminate the agreement concerned and/or entitled to increase the claim with interest which is at eight per cent (8%) over Bank of Spain base rate.
- 2.4. Furthermore, Client is obliged to reimburse MIRA for all costs incurred by it for collection of the outstanding claim. The judicial and extrajudicial collection charges will in that case be entirely on the account of Client, who will be deemed to agree to the extrajudicial costs being set at 15% of the amount to be claimed with a minimum of € 500.00, as well as the costs of a petition for bankruptcy and the storage costs in case of suspension of the delivery, all this without a requirement of prior notice of default.

- 2.5. MIRA is entitled to require further surety from Client, in the absence of which MIRA may suspend the performance of the agreement and/or may terminate the current agreements without judicial intervention, without prejudice to its right to specific performance and/or compensation.
- 2.6. MIRA retains the right to require that a Client pays a further to be specified amount in advance.
- 2.7. All prices stated in the offers mentioned by MIRA, as referred to in article 1.3, apply only to those offers and can, up to the time that the agreement is accepted by MIRA, be revised
- 2.8. Furthermore, the prices can, after the conclusion of the agreement, be increased on the basis of external factors, such as increase in taxation, external supplier(s), prices, exchange rates, freight costs, wages and/or social security contributions, import duties, duties and other charges.
- 2.9. A payment is applied firstly to reduce the collection charges, subsequently to reduce the interest owed and then to reduce the principal sum.
- 2.10. If Client leaves severalin voice sunpaid, apayment with dueregard to the provision sof the previous sentence is applied firstly to the oldest invoice and subsequently to the next oldest invoice, etc. Furthermore, in that case the rights will accrue to MIRA as set out above in subsection 2.3.
- 2.11. MIRA is entitled to suspend the delivery and/orfur the rexecution of the activities, as long as Client has not fulfilled its obligations toward MIRA. This right of suspension applies until the time that Client has fulfilled its obligations at a later date, unless MIRA has in the meanwhile exercised its right to terminate the agreement. All this does not affect the right of MIRA to compensation.
- 2.12. MIRA isentitled to in crease the agreed payments by mean sofawritten notification to Client annually with a percentage equal to the Statistics Netherlands-price index figure (CSO all households).

### 3. RETENTION OF TITLE

- 3.1. All matters delivered to Client will remain the property of MIRA until Client has fully paid MIRA for all the invoice(s), related to the delivery of the matters mentioned, such including the claims against Client with regard to the (pursuant to an agreement) activities to be carried out for its benefit.
  - (in connection to the delivery of matters mentioned) and claims due to failure in the performance, including all collection charges and the interest over the costs, of the agreement concluded between MIRA and Client.
- 3.2. Client is not entitled to dispose of, pledge to third parties, or to transfer title for surety wholly or in part the matters delivered subject to retention of title.
- 3.3. If Client is in default toward MIRA, then MIRA is entitled to immediately and without any formality take back, or have taken back, the delivered matters and Client is obliged in this context to provide MIRA with access to all spaces in use in its company, all this without prejudice to the right of MIRA to claim compensation from Client.
- 3.4. Also in the event of suspension of payment, application for moratorium, insolvency or liquidation of assets of Client, MIRA will have the right described above.

### 4. COOPERATION BY CLIENT

- 4.1. Due to the necessity that Client provides its cooperation to the performance of the agreement, Client will always promptly provide MIRA with all correct, useful and necessary data and information, as well as provide information about the developments which are taking place within its organisation.
- 4.2. Client is responsible for the use and correct application in its organisation of the equipment, software and the services to be provided by MIRA.
- 4.3. If it has been agreed that Client will make equipment, materials or data (whether or not in data carriers) available, these will fulfil the specifications necessary for the execution of the activities. The delivered data must at all times be correct, complete and consistent, unless expressly stated otherwise.
- 4.4. If the data necessary for the performance of the agreement are not made available in time, or not in accordance with the arrangements, to MIRA or if Client does not fulfil its obligations in another manner, this can cause the suspension of the performance of the agreements and extra costs in accordance with the usual rates can be charged to MIRA.

- 4.5. Client will provide cooperation, comprising of the making available of sufficient human resources and capacity, including: connections, hardware and other facilities that are necessary to bring about the connection with the Software as Service applications and to maintain these.
- 4.6. If Client does not make the required capacity or the required information or the required employees, not fully and/or not in time available to MIRA, then MIRA is entitled to suspend the activities and this can cause the delay of the activities and/or hampering of the making available of the (software) application, without MIRA being held liable for any compensation of damage. Client will owe any (additional) costs to MIRA.
- 4.7. Client will at all times ensure that the equipment and (system) software used, by Client itself, as well as by customers who through Client make use of the applications offered by MIRA, will at all times fulfil the minimum requirements set out by MIRA.
- 4.8. Client is responsible for the correct use and the correct application of the (software) application within its company and by its customers, as well as for the supervision and inspection of the applicable security procedures.

### **5. DELIVERY PERIOD**

- 5.1. All (delivery) periods stated by MIRA are indicative and set to the best of its knowledge, and can never be deemed to be a final deadline, unless expressly agreed otherwise. In case of exceeding of the (delivery) period taking place
- 5.2. MIRA will inform Client of this as soon as possible. Exceeding the delivery period does not give Client any right to compensation. Nor can Client make claim to termination of the agreement.

#### 6. LIABILITY OF MIRA

- 6.1. MIRA cannot be held liable for errors or incompletenesses in the software used by it including expressly but not limited to The Software. MIRA exclusively accepts liability in conformity with the provisions of this Article.
- 6.2. Client accepts that digital signatures through whatsoever software or in whatsoever form or capacity are delivered "as is" without express or implied guarantee(s), other than as referred to in article 17 of these general terms and conditions.
- 6.3. MIRA cannot guarantee that the software used by it, including expressly, but not limited to,
- 6.4. The Software, will run uninterrupted and/or error-free. Client carries the full responsibility for the choice of software whether or not based on information provided by MIRA.
- 6.5. MIRA is never liable for any consequential damage of Client, including also resulting damage, intangible loss, trading loss, loss of orders, lost profit and suchlike.
- 6.6. Direct damage within the meaning of this article exclusively includes:
  - a) the reasonable costs that Client has demonstrably incurred in order to have the achievement of MIRA conform to the agreement concluded between parties.
  - b) the reasonable costs incurred to establish the cause and the extent of the damage, insofar as such establishing relates to direct damage within the meaning of this article;
  - c) the reasonable costs incurred to prevent or limit damage, insofar as Client demonstrates that these costs have caused the limitation of direct damage within the meaning of this article.
- 6.7. The liability of MIRA, as referred to in the previous subsection, as well as every other liability ensuing from other facts and circumstances will in any event not exceed the payment of the invoice amount (excl. VAT) of the delivered service concerned over the previous quarter, or as the case may be re-delivery of that service, such at the discretion of MIRA and insofar as MIRA is able to deliver similar products and/or services.
- 6.8. The liability of MIRA is furthermore limited to the amount that in an applicable case will be paid out by the liability insurance of MIRA on the matter of the damage concerned.
  - Without prejudice to the provisions of the previous subsections of this article MIRA is never liable for any damage, on whatsoever basis, ensuing from facts and/or circumstances that are attributable to third parties appointed by Client, regardless if these third parties (ultimately) have carried out those activities on the instructions of MIRA.
  - Client wholly and entirely guarantees the performance of these third parties, and its own choice, and the activities carried out by these third parties are wholly and entirely on the account and risk of Client or those third parties.
  - Client indemnifies MIRA against all claims that these third parties may enforce with regard to damage that has arisen in any manner as a result of the use by Client of software delivered by MIRA.

6.9. Any action, on whatsoever basis, and whether or not in court, must be brought within one month after the event concerned on which basis Client is of the opinion that MIRA is liable for the damage suffered by Client.

### 7. FORCE MAJEURE

- 7.1. If MIRA through a non-attributable shortcoming ("force majeure") cannot fulfil its obligations toward Client, these obligations will be suspended for the duration of the force majeure. situation
- 7.2. Force majeure includes any circumstance independent from the will of MIRA, also if this was at the time of the coming into effect of the agreement already foreseeable, that hinders performance of the agreement permanently or temporarily or through which compliance with the agreement cannot, or no longer to its full extent, be reasonably expected of MIRA, as well as insofar not already included therein, lack of, partial and/or delayed delivery by suppliers of MIRA, import and export prohibitions, measures by Dutch and/or foreign govern mental bodies which make the performance of the agreement more onerous and/or costly than was foreseeable at the concluding of the agreement, industrial actions and/or office sit-ins, transport disruptions, loss or damage during transport, fire, theft, disruptions of the supply of energy, defects of machines, all this in the company of MIRA as well as at the suppliers' and furthermore all other causes which arise outside the will and/or fault of MIRA.
- 7.3. In the event one of the parties through force majeure cannot fulfil its obligations ensuing from the agreement concluded with Client, MIRA will have the right to terminate this agreement wholly or in part and/or to suspend the performance thereof without otherwise being held to any liability on whatsoever basis.

### 8. COMPENSATION/SET OFF

Client is not permitted to set off any amount owed by it to MIRA against amounts which MIRA might owe to Client. Client is also not entitled to suspension of the payment.

### 9. DURATION OF THE AGREEMENT AND EXTENSION

- 9.1. Unless parties expressly agree otherwise, an agreement with MIRA is entered into for the duration of one year.
- 9.2. Termination of an agreement is possible from the end date with due regard of a notice period of at least three months.

### **10. TERMINATION**

- 10.1. Outside that which is elsewhere determined in these general terms and conditions and/or the agreement concluded between parties with regard to that, each of the parties is entitled to terminate the concluded agreement in writing, if the other party, after a proper notice of default in writing, setting out a reasonable period for remedying the serious shortcomingcontinues to fail to fulfil its obligations under the agreement, respectively continues to fail to perform the agreement ensuing therefrom.
- 10.2. Furthermore,apartyisentitled,withouttherequirementofanydemandletterornoticeof default, to extrajudicially terminate in writing the agreement wholly or in part if:
  - a) the other party applies for (temporary) moratorium or is granted (temporary) moratorium;
  - b) the other party petitions for winding-up or is declared insolvent;
  - c) the company of the other party is liquidated;
  - d) the other party ceases its current enterprise;
  - e) without fault on the part of this party a considerable part of its property has attachment made on it or, as the case may be the other party must be deemed in other respects no longer to be able to fulfil the obligations or Appendices;
  - f) the (direct or indirect) control over the other party changes.
- 10.3. If Client at the time of the termination has already received goods or services for the performance of the agreement, these goods and services and the payment obligation related thereto cannot be revoked unless MIRA with regard to these goods and services is in default. Amounts that MIRA has invoiced prior to the termination in connection to that which it already has carried out or delivered for the performance of the agreement, continue to be owed with due regard to the provisions of the previous sentence, and will become immediately due and payable at the time of the termination.

10.4. Cancellation Fees are due based on the amount of work completed. Fifty percent (50%) of the total cost will be invoiced and due within fourteen (14) days of notification that for any reason the job is cancelled or postponed during the design stage. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the project is near final completion. Upon cancellation all rights to the work revert to Mira Marketing and all original art must be returned, including sketches, comps, or other preliminary materials.

### 11. NON-DISCLOSURE AND PRIVACY

- 11.1. Client will not disclose the systems or applications delivered by MIRA and/or the access thereto and/or the data contained therein, or give access thereto or otherwise make these available to any third party, including their employees who do not necessarily need to work with these systems and applications. The provisions of this article apply to the duration of the agreement as well as thereafter.
- 11.2. If Client (also) uses systems or applications delivered by MIRA for the processing of personal data, or if the use of the systems or applications caused the processing of personal data, then Client applies in this respect as Controller within the meaning of the Personal Data Protection Act. MIRA does not in principle apply as the Processor in this respect. MIRA will not carry out processing, also not if instructed by Client, and solely makes storage capacity available. If MIRA were indeed to act as Processor within the meaning of the Personal Data Protection Act the provisions of the following subsection will apply also to MIRA.
- 11.3. Parties will adhere to all applicable provisions of the Personal Data Protection Actand indemnify each other against all claims by third parties that might be brought against the other party on the basis of the fact that the indemnifying party has not adhered to the Personal Data Protection Act.
- 11.4. MIRA endeavours to take such technical and organisational measures that the data of Client is safely stored and does not become available for inspection by unauthorised parties.
- 11.5. Client must ensure that within its company adequate security measures are taken in order to prevent unauthorised access, including external access by the users through inter alia terminal servers.
- 11.6. MIRA is in this respect never liable and Client indemnifies MIRA fully for all claims in this respect.
- 11.7. MIRA retains vis-a-vis Client all its rights to,on the request of authorities, including police and justice departments, fulfil inspection or surrender of data of Client.
- 11.8. The Client agrees to indemnify and hold Mira Marketing Experts S.L. harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed, from the pursuant.

# 12. INTELLECTUAL PROPERTY AND DATA

- 12.1. The intellectual property rights of any creative work we show you remains with us. You may not use any work we have shown you unless we have been paid or we have given written consent for you to do so.
- 12.2. All rights of intellectual and orindustrial property are vestedin MIRA, or our licensors, or our suppliers. MIRA ensures that it holds the rights that are necessary to be able to fulfil the contractual terms and conditions between MIRA and Client.
- 12.3. All documents provided by MIRA, such as agreements, designs, sketches, drawings, visualisations, software etc., are exclusively intended to be used by Client and may not, without prior permission from Contractor, be multiplied, publicised, or brought to the knowledge of third parties, unless the nature of the documents provided dictates otherwise.
- 12.4. MIRA retains the right to use the knowledge, acquiredt hrough the execution of the activities, for other purposes, insofar as in the course of this no confidential information is brought to the knowledge of third parties.
- 12.5. Client will at all times make the copyright statement, linked to the service delivered, visiblet o anyone who views the delivered services.

### 13. MISCELLANEOUS

- 13.1. Except in the case of written permission from MIRA, the rights under the agreement are not transferable.
- 13.2. All disputes that might arise between parties by reason of the present agreement, or by reason of further agreements that may be the result thereof, will be settled in accordance with the arbitration regulation of the Foundation for the Settlement of Automation Disputes, unless MIRA notifies to prefer to submit a dispute to the court with relevant jurisdiction in the district in which MIRA is established.
- 13.3. Theagreementsbetween Mira and Client are governed by the law of Spain.

# **B. RIGHT OF USE THE SOFTWARE**

The following provisions are, in addition to the General Provisions under these general terms and conditions, applicable if MIRA provides Client with right of use of software and/or application(s) not specifically developed for Client (hereinafter referred to as "The Sotware").

Software includes the computer programmes recorded on material readable by the computer and the documentation forming part thereof, all this including any updates to be provided.

#### 14. RIGHT OF USE

- 14.1. MIRA only provides Client the non-exclusive right of use of The Software, unless parties have expressly agreed otherwise.
- 14.2. The Software is exclusively made available "asa Service "(SaaS), in the course of which the arrangement described in article 17 with regard to the Service Levels applies.
- 14.3. The right of use is not transferable to third parties without written permission from MIRA. Client is not permitted to sell, lease, dispose of or transfer for surety of the right of use of The Software.
  - Client will not amend The Software, provide to third parties for use or use it for the benefit of third parties. The source code of the software is not made available to Client and furthermore, Client is not provided with any right of access to the source code(s) of The Software, unless expressly agreed otherwise.
- 14.4. The right of use expires if and as soon as the agreement terminates.
- 14.5. Client is obliged to ensure that the user codes and passwords provided for its benefit are kept secret at all times and are not provided to third parties for whatsoever reason.
- 14.6. Client may only use The Software for its own benefit, unless expressly agreed other wisein writing.
- 14.7. MIRA will, when it identifies (attempts at) unauthorised access, take the necessary measures in order to limit any damage to a minimum and to try to prevent recurrence.
- 14.8. Client will impose the obligations pursuant to this article, aswellas the obligations pursuant to the other articles of these general terms and conditions, and the agreement(s) concluded between parties, that relate to the use of The Software, on the users of The Software as if they were the personal obligations of those users.
- 14.9. MIRA may update The Software, if this is desirable for the optimising of The Software and/or if this is necessary to fulfil any relevant standards, protocols or regulations.

### 15. ARTICLE 15 - INTELLECTUAL PROPERTY AND DATA

- 15.1. MIRA manages the databank in which, for the benefit of Client the data of Client and/or in appropriate cases the customers of Client is stored.
- 15.2. The respective Clientor customer of Client is owner of the data present in the databank, or the data delivered thereto on his or her behalf. If there is data that is in conflict with the legislation and/or statutory provisions and/or public morals, MIRA retains at all times the right to remove that data.
- 15.3. During the term of the contractual relationship between Client and MIRA, Client is entitled to the use of that data in conformity with that which has been agreed as to that, exclusively insofar as that use is necessary for the functioning of The Software and exclusively for the benefit of and within the personal company of Client.
- 15.4. This right of use of the datais personal, non-exclusive and not transferable and is only intended for the use for the benefit of The Software.
- 15.5. Client is expressly prohibited from using the datain any other manner offor any other purpose.

- 15.6. Client will ensure that the terms and conditions as recorded in these general terms and conditions will at all times be adhered to by itself, its employees and/or its contracting parties, as well as by its affiliated companies and the employees and/or contracting parties of these companies.
- 15.7. If the data of Client, or the data of the customers of Client is enriched by athird party or are enriched or otherwise adjusted, this will take place wholly and entirely under the liability of Client. Client indemnifies MIRA against all claims in this respect.
- 15.8. Client is at all times personally liable and responsible for the data that it, or its customers, make available to MIRA for the purpose of the activities that MIRA executes for Client.
- 15.9. If a third party in forms MIRA that the data made available to MIRA and/or other information infringe any right of third parties and/or other data infringe any right of third parties, then MIRA will apply a notice and take-down procedure. MIRA is never liable for any damage that might be the result thereof.
- 15.10. The provisions of article 11.7 apply mutatis mutandis to the data or information referred to in this article.

### 16. COPYRIGHT

If Client alleges that The Software, or other software delivered by MIRA infringes a copyright applicable in the Netherlands, then Client will inform MIRA of this matter in writing and leave the dealing with the matter exclusively to MIRA and will provide all cooperation hereto, unless expressly agreed otherwise. If an action is brought or if the possibility thereto exists, MIRA can replace The Software or amend it in such a manner as MIRA deems correct.

### 17. SERVICE LEVELS FOR SAAS SERVICES

- 17.1. MIRA guarantees the availability that its suppliers deliver as stated in the terms of supply of the suppliers.
- 17.2. MIRA will do all that is reasonably within its power to ensure delivery of service as reliably as possible. MIRA can never be held liable for disruptions as a result of external influences, which are not in the scope of influence belonging to MIRA or cannot be attributed to it, or its immediate employees.
- 17.3. MIRA guarantees delivery of and support during the use of The Software during the term of the Contract.
- 17.4. The Helpdesk is available for users for support required during the use of The Software,under the conditions and time windows defined for this.

# C. SOFTWARE DEVELOPMENT

In addition to the General Provisions under these general terms and condition, the following provisions apply to software development

### **18. SOFTWARE DEVELOPMENT**

- 18.1. It will be specified in writing which software will be developed and in what manner this will take place.
  - MIRA will carry out (have carried out) the software development with care, on the basis of the data to be provided by Client, and Client will guarantee the correctness and completeness thereof
- 18.2. Unless agreed otherwise inwriting, the intellectual and industrial property rights remain the property of MIRA, or third parties engaged by MIRA.
- 18.3. MIRA is free to have the activities executed by third parties and MIRA will also de facto almost always have this done.

### 19. DELIVERY AND ACCEPTANCE

- 19.1. MIRA will deliver the software to be developed to Client in conformity with specifications and ready for use.
- 19.2. If this has been agreed in writing between parties, Client has the right to test the software during a period of 14 days. This acceptance test consists of the execution of test cases composed by Client, which will be made available to MIRA in time before delivery in a ready to use condition, or will be made available to the third parties engaged by MIRA.

- 19.3. If during the execution of the acceptance test it appears that there are defects present in the software that hinder the progress of the acceptance test, Client of MIRA will inform MIRA about this in wiring and in detail in which event the test period of 14 days will be interrupted until MIRA remedies, or has remedied, the defects.
- 19.4. If during the execution of the acceptance test it appears that the software shows defects, and does not meet the recorded specifications, Client will immediately after the expiry of the test period inform MIRA about the defects by a written and detailed acceptance report. In that event MIRA will remedy (have remedied) the reported defects within a reasonable period.
- 19.5. The software will bed eemed to be accepted after delivery in aready to usec ondition. If an acceptance test has been arranged, the software will be deemed to have been accepted after acceptance by Client, or 14 days after delivery in a ready to use condition if Client has not informed MIRA in writing about the defects or after the remedy of the reported defects.

## 20. Completion and acceptance

- 20.1. Mira will deliver the software to be developed to the Client in accordance with specification opperation (leave).
- 20.2. If agreed in writing between the parties, the Client is entitled to test the software for a period of 14 days. This acceptance test consists of performing a collection of test cases by the Client, the time for delivery ready for use at Mira c.q. third parties engaged by Mira will be made available
- 20.3. If in the performance of the acceptance test shows that the software common flaws hinder the progress of the acceptance test, the Customer Mira will this information in writing and in detail, in which case the test period of 14 days shall be suspended until Mira has recovered recover c.g. the defects.
- 20.4. If in the execution of the acceptance test, the software is faulty and does not meet the written specifications, Principal Mira will immediately after the test period in a written and detailed acceptance report on the defects. Mira will then repair the reported defects within a reasonable time (to).
- 20.5. The software shall be deemed to have been accepted after delivery ready for use. If an acceptance test has been agreed, the software is deemed to have been accepted after acceptance by the Client, or 14 days after delivery ready for use if the Client Mira not writing about the defects informed or after the recovery of the reported defects.

Estepona, January 2016