

General terms and conditions for professional services

1 Scope of application

- 1.1 These general terms and conditions will apply to professional services of the Contractor. The exact formulation of a task for the Contractor is described in detail in the contract.
- 1.2 Professional services are agreed upon with the Customer as work services or consultancy services. In the case of work services, the Contractor shall be responsible for controlling and monitoring the performance contribution and the obtained results.
Services serve consulting and supporting the Customer by the Contractor; the Customer shall be responsible for his sustained or achieved results.
- 1.3 The general terms and conditions of the Customer do not apply.
- 1.4 During the completion of contract, the Contractor will provide the performances agreed upon in accordance with the current level of technology.

2 Scope of services

- 2.1 The scope of services including the time schedule is evidenced by the contract. If necessary, the latter will also determine the input to be provided by the Customer and the Contractor as well as the cooperation obligation of the Customer.
- 2.2 The services, which are not included in the contract, are not part of this contract. In particular, installation, introduction and maintenance costs would be part of the contract only if they were expressly agreed upon in writing. Insofar as they must be part of the contract, additional services of the Contractor must be defined by both parties in a separate contract, which may also affect the time schedule, the remuneration or other constituents of the original contract. If a request for modification of the Customer requires an extensive examination, this will be agreed upon separately. The expenses resulting from such an examination can be invoiced by the Customer.
- 2.3 In all other respects, price lists and other advertising documents of the Contractor shall be unbinding and noncommittal. Any other performance will result either by the acceptance in due time of an offer in writing of the Contractor or with the order confirmation by the Contractor. The order confirmation must correspond to the supplied offer and thus it will determine the range of obligations, which must be accepted by the Contractor.

3 Remuneration

- 3.1 The performances will be charged at the fixed price specified in the contract or in accordance with the Clause 3.2 on a time and material basis after termination or reduction of the performances, insofar as no other billing is agreed upon in the contract. If the Customer - all the same whether he agrees in writing or due to other demands - takes advantage of further services of the Contractor, the respective valid list prices of the Contractor will apply - except as provided by other regulations - at the time of execution of these additional services. Alternatively, the local and appropriate price will be valid.
- 3.2 In case of services on a time and material basis, the estimated working hours and travel times will be charged for at the respective and valid hourly or daily rates and the materials used up at the time of performance will also be billed at the valid prices. In these cases, the Contractor will conduct an activity report (Annex). The Customer will sign the activity report monthly. If a task requires less time, the activity report will be signed at the end of this period. The costs will be calculated on the basis of each half hour that is begun.
- 3.3 The estimate prices indicated in the contract for services on time and material basis are noncommittal. The underlying quantity approaches are based on a feature estimation that is conducted in all

General terms and conditions for professional services

conscience. While providing the services, if the Contractor notices that the quantity approaches are exceeded, he will immediately inform the Customer. The Contractor will not exceed the quantity approaches underlying the estimate price until the Customer submits a written agreement.

- 3.4 If the order cannot be completely or partly executed for reasons, which the Customer has to justify, the Customer will remain committed to the performance at the contract rate after deduction of the effectively saved expenses.
- 3.5 Insofar as it is not specified in the contract, additional expenses, such as travel expenses and overnight expenses, will be reimbursed separately. The amount of the additional expenses will result in detail from the valid price list of the Contractor or from the costs actually incurred.
- 3.6 The Contractor will reserve the right to increase the prices specified in the list. They will be communicated to the Customer each time more than 4 months before their effective date, insofar as it is referred to a particular list price in the order.
- 3.7 The value added tax as well as any other legal deliveries will be separately billed each time within the legal limit. This refers also to public charges in the case of supplies abroad.

4 Payment

- 4.1 Payments are immediately due on receipt of the invoice without deduction. The charging of the Customer due to the Contractor will be possible only if the claim of the Customer is undisputed or validly determined. The same will apply to the practice of a charging lien by the Customer. The equitable defence (§ 320 of the German Civil Code) by the Customer will be excluded, if a breach of contract has been proved on his part.
- 4.2 The Contractor will be entitled not to execute the service, if an outstanding bill is not paid by the Customer despite reminders.
- 4.3 If not otherwise governed by the contract,
 - the remuneration is in each case due to 1/3 with work services,
 - at the time when the contract was concluded,
 - on delivery;
 - with acceptance or maturity of the contractual performance. During a partial delivery, the respective proportion, which constitutes the supply, becomes due for payment.
 - with performances based on time and material, which are provided in one month, will be invoiced by the end of the month.
- 4.4 If the Customer's payments come in default, interest will have to be paid for the pending amount starting from maturity date and according to the legal interest rates.

5 Service output

- 5.1 The work to be performed by the Contractor for the Customer as well as the place of the service output are determined in the contract.
- 5.2 Both contracting parties will (mutually) designate a project manager, who will take the role of a responsible person in dealing with the respective contracting party for the period of the contract execution.
- 5.3 At the time of execution of contract, none of the parties may intervene in employer-legal competencies of the other contracting party. Staff members of the Contractor are solely bound to provide instructions.

General terms and conditions for professional services

- 5.4 The responsibilities assumed by the Customer contain the punctual execution of the cooperation obligations specified in the contract. Included are in particular the disclosure of the necessary documents, information, programs and equipment, which are significant for the execution of the present contract at the Customer's company, and the supply of the necessary personnel.

6 Secrecy

- 6.1 The contractual parties must maintain secrecy about all information regarding the contractual obligations that has been indicated as being confidential and must carry out all required measures to prevent them from becoming known and exploited by third parties. In addition to contractual obligations, the know-how of the Contractor, which is required for performing the services, is to be particularly held in strict confidence. Trade secrets and know-how of the other contract party may not be used without their previous written consent.

The contracting parties must commit their employees that are directly involved with the performances to an appropriate secrecy.

- 6.2 The commitment to secrecy and the non-use of the disclosed information will be omitted, if the information were proven to be known before the announcement or well-known to the public or the experts before the announcement or has been generally accessible or known to the public or the experts following the announcement without involving or holding a contracting party responsible or essentially correspond to the information, which is revealed to a contracting party at any time by an entitled third party in a legally admissible way and thus made accessible. This secrecy period also applies to the time following the end of contract for an unlimited period, except as provided by the aforementioned restrictions.
- 6.3 If the employees of the Contractor and of the Customer are to process personal data when working on the subject matter of the contract, the employees of the contractual parties shall heed the data protection regulations, will agree upon measures for protecting data and will inform each other of information regarding maintenance of these agreements.

7 Liability

- 7.1 The Contractor shall be liable for claims for damages irrespective of their legal basis as specified below:
- (a) The liability of the Contractor for damages that are caused by the Contractor or by one of his vicarious agents or legal representatives, deliberately or roughly negligently, shall be unlimited.
 - (b) In the case of losses arising from injury to life, body or health liability shall be unlimited in its amount, even in cases of a breach of a contractual obligation due to minor negligence on the part of the Contractor or its legal representative or agents.
 - (c) This liability shall likewise include damages due to serious misconduct in the organization as well as damages due to lack of guaranteed qualities.
 - (d) In the event of a negligent violation of a substantial contract obligation, the liability of the Contractor shall be limited to the foreseeable damage typically occurring. A substantial contract obligation in this sense consists of each obligation, which may allow the normal fulfilment of the contract obligations and on whose observance the Customer relies or may rely.
 - (e) In the event of product liability, the Contractor shall be liable in accordance with the German Product Liability Act.
- 7.2 Each further liability of the Contractor for damage compensation, in particular liability without fault, shall be excluded.

General terms and conditions for professional services

- 7.3 If a damage is due both to the Contractor and to the Customer, the contributory negligence of the Customer must be then taken into account.
- 7.4 The Customer is responsible for regular backup of his data. If data loss is caused by the Contractor, the Contractor shall only be liable for the costs of copying the data for the backup copies and for restoring the data that also would have been lost had the backup of the data been successful.

8 Transfer of ownership and right to use (for work services only)

- 8.1 The work services and goods specified in the contract shall remain the property of the Contractor until they are paid in full. Payment by installments does not cause partial acquisition of property by the Customer. The Customer must ensure and protect the supplied work services and goods against loss, fire and damage until the transfer of ownership takes effect. He must prove measures to this effect at the request of the Contractor.
- 8.2 The Customer shall obtain a non-exclusive, non-negotiable right to use performances that are supplied by the Contractor, provided nothing else has been agreed upon in individual cases in the contract; the right to a Source Code publication does not exist.

9 Acceptance (for work services only)

- 9.1 The Contractor shall prove to the Customer on the completion date – provided it has been stipulated by contract – that the performance features are compliant with the contractual commitments according to the determined acceptance criteria and by means of test data and test scenarios provided by the Customer in an acceptance test.
- 9.2 The Customer shall accept the performances immediately after a successful acceptance test and/or transfer. An insignificant deviation from the agreed-upon performance features and acceptance criteria will not justify the denial of acceptance by the Customer. This does not affect the obligation of the Contractor to eliminate errors according to Clause 10 (post-performance).
- 9.3 If the Customer does not provide the necessary conditions for the execution of the acceptance in accordance with the contract despite written request, the performances will be regarded as accepted after a lapse of 14 calendar days following the written request.
- 9.4 The Customer will accept responsibility for the furnished performances in his operational procedure on his own authority; a consultation and a support of the Customer by the Contractor during the transfer must be expressly agreed upon in writing.

10 Post-performance (for work services only)

- 10.1 If a hidden fault is to be due to information supplied by the Customer or to claims of the Customer for the execution of the contractual performances, then the Contractor will be free of any post-performance regarding this fault.
- 10.2 The Customer's claims for post-performance and expenditure will fall under the statute of limitations one year after acceptance.
- 10.3 Deficiencies, held in the acceptance protocol, warranting post-performance and claimed by the Customer before the end of the statute of limitations, will be remedied by the Contractor at his own expense. During examination of a notice of defects, if an appropriate fault that is entitling to post-performance proves to be inexistent, the Contractor may require refunding the expenditure for the services furnished due to the defect claims in accordance with the general remuneration records applied by him.

General terms and conditions for professional services

- 10.4 The Customer is committed to check immediately whether the contractual performances blatantly reveal deficiencies. Such blatant deficiencies are to be claimed in written form and within a bar period of four weeks after acceptance or, with a later occurrence, within a bar period of four weeks after their occurrence. Deficiencies, which are not blatant, are to be claimed in written form within a bar period of one year after the occurrence.
- 10.5 Complaints about faults against the Contractor will be excluded, if the Customer intervenes in hardware and/or software without being authorized to do so by the Contractor. The Customer must prove that his actions could in no way have caused the maintained/occurred faults. Then, the post-performance of the Contractor will apply.
- 10.6 If the defect is caused by the defective product of a supplier and the supplier does not act as a subcontractor of Contractor, rather Contractor is merely selling supplier's product to Customer, then Contractor's warranty shall at first hand be limited to the assignment of its warranty claims against the supplier. This shall not apply, when the defect is caused by improper handling of the supplier's product for which Contractor is responsible. If Customer is unable to assert his warranty claims against the supplier out of court, the subsidiary warranty by Contractor shall remain unaffected.

11 Impairment of Performance

- 11.1 If the Contractor is prevented from properly executing the implied services, then the Customer will be immediately informed and the expected duration of the obstruction will be indicated. The terms of execution will extend appropriately, if the obstruction (including the contributory actions of the Customer within or not the prescribed period) is not imputed to the Contractor. In this case and after having sent a reminder about the services, the Contractor may also set an additional respite with a warning to turn down further services. The Contractor is then entitled to a contractual compensation after deduction of the accrued payable accounts.
- 11.2 If the Customer is able to cancel the contract due to service disturbances, then he will have to justify this cancellation of contract within a bar period of fourteen days following the submission of the reasons entitling to the cancellation.

12 Final provisions

- 12.1 This contract, the general terms and conditions for professional services mentioned above and the Annexes to this contract fully include all regulations in terms of the subject of the contract. Verbal special agreements do not exist.
- 12.2 The Contractor is entitled to transfer the fulfillment of his obligations totally or partly to a third.
- 12.3 Any modification and supplement to this contract as well as a termination of the contract shall be in writing. This applies also to a renouncement of this writing clause.
- 12.4 If individual clauses of the present contract become ineffective, then the validity of the contract will remain in all other parts unaffected. Invalid clauses have to be jointly replaced by others, which are suitable for the business interests of the contracting parties. The same thing applies to contractual loopholes.
- 12.5 The place of jurisdiction in relation to buyers, public legal entities or public special estates is Bad Vilbel.
- 12.6 In case of legal disputes that are related to the present contract, they will be governed by the laws of the Federal Republic of Germany. Any reference to foreign laws in accordance with the principles of the Private International Law is excluded.**