

1. Contractor's Services

a. Services

The object of performance of the service contract is the agreed consulting, software development or training activity, whereas not reaching a certain result, a certain economic success or the drafting of expert reports or other works.

Any reports drafted by Contractor shall not be regarded as expert reports but merely state the essential content with regard to the process, results and recommendation of the consulting.

b. Work performance

The object of the work performance is achieving the successful outcome that has been agreed.

c. Purchase agreements

Client recognizes that Contractor purchases the sold items specifically for Client's requirement. Client accordingly accepts all residual risks regarding the use of the object of purchase, which results from an agreement between the upstream supplier/manufacturer of the object of purchase and Contractor, insofar as such agreement is attached as an annex to the respective individual contract.

d. License agreement

Client recognizes that Contractor will procure the licensed items specifically for Client's requirement. Client accordingly accepts all residual risks regarding the use of the object of purchase, which results from an agreement between the upstream supplier/manufacturer of the licensed item and Contractor, insofar as such agreement is attached as an annex to the respective individual contract.

e. Transfer of rights of use

Each of the Parties for itself and independently from the other Party shall hold the right of all known types of use of the created work results, including the right of modification, without limitation in time, substance and region, which shall be transferable without limitation. The non-disclosure obligations remain unaffected. Contractor undertakes not to claim any rights pursuant to the German Copyright Act ("UrhG").

2. Client's Contributions

a. Duties to cooperate

If the service is performed at a location of Client, the latter shall create the required conditions (workstation, equipment, computer time, access

to hard and software, etc.) Client shall appoint a general project manager as permanent contact and authorized representative, who is responsible for all project activities, establishes all contacts and makes or effects all decisions that are required and expedient for the progress of the work without delay.

Client shall support Contractor to the required extent in the service performance. In particular, it shall provide appropriately qualified personnel for resolving operational and organizational questions, so that the continued project work is assured. Client shall contribute to the definition and enforcement of the provisions for project management, project organization (instances) and project administration (documents, reports).

b. Remuneration

If no fixed price is agreed, all services – worked hours, travel times and other work, including costs for travel and accommodation – shall be invoiced by expense according to the agreed prices and conditions and the prices and conditions, respectively, which are listed in Contractor's tender.

All prices are understood plus the statutory value added tax.

If agreed and scheduled services cannot be performed for reasons outside of Contractor's responsibility, the waiting/downtimes shall be invoiced nonetheless in the amount of the relevant service contingents. Insofar as Contractor makes use otherwise of the employees affected by the waiting/downtimes, the claim to remuneration shall reduce by the proceeds earned elsewhere.

c. Obligations

Further obligations of Client may be subject of an individual contract.

3. Changes of Service

During the term of an individual contract, both Parties can suggest changes of the agreed services at any time in writing, as relates to different development phases and the timeline or in any other respect.

In case a change request is made by Client, Contractor shall inform in writing within 10 calendar days whether the change is practicable and what its effects will be on this contract, in particular in consideration of the timeline, extra expense and rescheduling of deadlines. Client shall inform Contractor in writing within a further period of 5 calendar days whether it wants to uphold its change

request or if it wants to continue the contract on the old conditions. If the review of a change request means not insignificant expense, Contractor may invoice the expense that arises for the review separately.

If a change is requested by Contractor, Client shall inform Contractor within 10 calendar days if it agrees to the change. For as long as an agreement from Client is not received, the work shall be continued pursuant to the existing contract or be interrupted in full or in part on Client's written instruction.

4. Dates, Acts of God

Dates shall be agreed in the respective individual contract. If Client is responsible for schedule delays, in particular by failing to take the actions in cooperation and support, in spite of written request or failing to take them within the set period, the agreed execution dates shall be postponed and must be newly determined in mutual agreement between the Parties. The resulting postponements of dates shall not lead to default of Contractor. The waiting/downtimes caused by this shall be at Client's cost and be invoiced by expense. Insofar as Contractor makes use otherwise of the employees affected by the waiting/downtimes, the claim to remuneration shall reduce by the proceeds earned elsewhere.

If a date is agreed by which a work result must be performed and if this date cannot be kept by Contractor due to an act of god, no claims of Client against Contractor for this delay shall apply. Acts of god are considered to be in particular strike, lockout and death or longer illness of one of Contractor's employees working on the project.

5. Acceptance

a. Service agreement, purchase agreement, license agreement, rental agreement

No acceptance will take place in the aforementioned cases.

b. Contract for work and labor

If the object of a contract for work and labor consists of individual works that can be used independently from each other, these individual works will undergo an acceptance separately and independently from each other. If work parts are defined under a contract for work and labor, Contractor can present work parts for partial acceptance.

If the contract for work and labor contains, for example, the drafting of a concept for the development or customizing of a software solution, a separate acceptance will be conducted for this.

Client shall confirm the acceptance in writing to Contractor.

The implementation phase of a work order shall begin only after the acceptance of the respective concept.

If Client demands conceptual changes after acceptance of the respective concept, this shall be regarded as a request for a contract change according to Section 3.

Client recognizes that software cannot be produced entirely fault-free. In light of this fact, the Parties to this contract agree the following:

If Contractor has fully performed the service/part service to be rendered by it, Contractor shall present the performance result to Client for acceptance/partial acceptance. Client shall test the performance result in full within a period of 15 calendar days and either confirm acceptance/partial acceptance in writing or give written notice of discovered defects to Contractor. If no statement is received from Client during the acceptance period, the performance result shall be deemed accepted/partially accepted. Defects that diminish the use of the performance result only insignificantly shall not entitle to the refusal of acceptance/partial acceptance.

If Client has transferred a written list of defects within the prescribed period, Contractor shall rectify the defects that are entered on this list of defects and present the performance result again for acceptance/partial acceptance. Client shall test the performance result within a period of 7 calendar days. If no statement is received from Client during this new acceptance period, the performance result shall be deemed accepted/partially accepted. If the defects that have been notified in writing after the first attempted acceptance/partial acceptance have been rectified and no new defects arise, which fully or partly diminish the use of the performance result, Client shall declare acceptance/partial acceptance within this new period for the acceptance/partial acceptance. Defects, which do not entitle to the refusal of acceptance, shall be rectified by Contractor within the scope of the warranty.

In the acceptance regarding work parts, for which a partial acceptance has been conducted, only such defects may be claimed as defects, which

relate to the integrative interaction of the work parts.

6. Warranty

a. Service agreement

No warranty applies under a service agreement.

b. Contract for work and labor

Contractor warrants that the works to be performed will be executed in accordance with the contract. The warranty period is 12 months. It shall begin on the declaration of acceptance by Client or, in case of a delayed acceptance, on the expiration of the acceptance period.

Client shall inform Contractor in writing of any faults arising in a comprehensible form, stating the information that is useful for the fault correction. Insofar as the limitations of use or faults from improper use are caused or could (also) be caused by an intervention by Client or by the system environment existing at Client's site, the warranty shall expire for as long and insofar as Client does not prove that the aforementioned circumstances are not the cause for the fault occurring. Work nonetheless performed by Contractor, for which it turns out that no warranty applies, shall be invoiced according to Contractor's respectively valid list of prices and conditions.

Contractor can primarily perform the warranty by reworking. Client shall support Contractor to the required extent in the fault correction. If the reworking fails – if applicable, after several attempts – Client shall have the right to reduce the remuneration on the statutory conditions or reverse the contract or terminate it without notice. Other warranty rights are excluded. Contractor shall not owe the expenses for fault correction by third parties and costs for contracts.

c. Purchase agreement/License agreement

The warranty period is 12 months. It begins on the provision of the respective objects of the contract.

7. Contract Term and Contract Termination

a. A Party may discontinue the exchange of services prematurely, regardless of the legal reason (e.g. in the case of withdrawal, reduction, demands for damage compensation or expense refunds in lieu of performance, termination for good cause), except pursuant to Sec. 649 BGB [German Civil Code], in addition on the statutory requirements, only on the following conditions:

(1) A concrete complaint of the breach of contract is required and the rectification of the fault within an appropriate period must be demanded. In addition, a threat must be included that no further services regarding the complained fault will be accepted after idle expiration of this period, whereby the exchange of services shall be ended completely or in part.

(2) The period for rectification of the fault must be appropriate. A period of less than 2 weeks is appropriate only in the case of special urgency. In the cases of Sec. 323 (2) BGB, the setting of a period can be omitted.

(3) The termination of the exchange of services (completely or in part) due to the failure to rectify the fault can be declared only within 14 days from expiration of this period. The period shall be suspended for the duration of negotiations.

b. Either of the Parties may request the reversal of the contract for delay of performance only if the other Party solely or quite primarily has fault for this delay, unless it cannot be reasonably expected from the entitled Party, in consideration of all interests, to continue the contract in light of the delay.

c. All declarations in this context require the written form for validity.

8. Liability

Unless the contract states otherwise, the Parties shall be liable to each other for damage compensation and the refund of lost expenses, regardless of the legal reason, exclusively according to the following rules:

In the event of intent and in the case of a guarantee given in writing by the management, liability shall be applicable for the full amount.

In the case of gross negligence, liability shall apply in the amount of the predictable damage, which should be avoided in exercise of the duty of care. Liability requires that the claimant presents and proves facts based on which the alleged causation or the breach of guarantee is evident (e.g. the gross violation of rules of the project management and quality assurance); otherwise, negligence in breach of the duties of care will be assumed. Furthermore, the statutory provisions on the burden of proof apply.

In cases of any level of negligence below gross negligence, liability shall apply in the amount of the predictable damage, which should have been prevented by the duties of care, whereas

not for lost profit nor for expenses Client incurs within the scope of its duty to cooperate. The claims are limited to

€50,000 per damage event in the case of simple negligence and €100,000 in the case of negligence in breach of the duties of care. Liability for all such damage events shall be limited overall to the amount of the project-specific fee total.

Within its duty to minimize damage, Client is obligated to backup data and protect itself against viruses according to the state of technology.

Insofar as insurance cover exists, the Parties shall be liable to each other within the limits of the insurance cover. For personal injuries, they shall maintain a cover of at least up to €2 million per insured event and overall a cover of at most €5 million.

9. Confidentiality

The Parties shall treat all information and documents, which they receive from the other Party or which become known to them, as strictly confidential, whereas they shall treat such information and documents at least with the same care as they treat their own information of the same kind. Objects shall be stored and secured so that third parties are prevented from taking notice of them or misuse them. The duties shall apply particularly to software and data. They shall also remain in effect perpetually even after the termination of the contract.

Information and documents may be used solely for the purpose of the performance of the contract. They may be transferred only to such employees, subcontractors and specialists, who have a need to know for the purpose of the performance of a contract. Employees, subcontractors and specialists shall be subjected to a written non-disclosure obligation pursuant to these rules on request by one of the Parties and directly for the benefit of the Party.

The non-disclosure obligation shall not apply to information and documents, which are or become obvious, without this being due to a breach of contract by the Contractual Partner or if the receiving Contractual Partner has received the information and documents from third parties, who are authorized to disclose them to the public. The Party invoking this exception shall bear the burden of proof.

Contractor and the subcontractors are authorized to name Client as a reference customer after acceptance and upon written agreement. Client shall not refuse the agreement without good cause.

10. Miscellaneous

Minutes shall generally be recorded of the discussions on the specification of contractual circumstances, in particular the object of performance. The minutes shall become binding on both Parties if they are signed by respectively one authorized representative or person appointed as project manager of the Parties.

All changes and amendments to the contract require the written form. Likewise, the modification of this clause requires the written form.

If parts of the individual contract or these General Terms and Conditions should be invalid or void, the remaining clauses shall not be affected by this. The Parties undertake to replace the invalid or void parts by economically equivalent clauses that are valid under the law.

Exclusively the law of the Federal Republic of Germany applies.

The place of jurisdiction is Düsseldorf.