

General Terms and Conditions for Service Contracts
of eves_ information technology AG, Hermann-Blenk-Str. 22a,
38108 Brunswick

- hereinafter referred to as contractor -

**§ 1 Contractual parties,
subject matter of the contract**

(1) The contractor shall undertake the activities and tasks described in the offer on behalf of the customer.

(2) The maintenance of hardware and software is not subject of this contract.

§ 2 Scope of performance

(1) The regular and irregular tasks of the contractor, including consultancy services, shall be specified in the tender.

(2) A certain success is not owed by the contractor.

§ 3 Execution of the service, service time

(1) All services may be carried out by the contractor via a remote data connection, as far as this is technically possible.

(2) If a service cannot be carried out or cannot be carried out within a reasonable time via a remote data connection, the contractor is obliged to provide on-site service.

(3) All services shall be documented by the contractor stating the date, duration and description of the service.

(4) The contractor is entitled to transfer activities of the project to subcontractors or so-called freelancers. However, the contractor remains solely obligated to the client for the rendering of services. The quality standards agreed in this contract must be adhered to. The contractor will inform the client in advance about the involvement of one or more subcontractors or freelancers.

In all other respects, the agreed performance shall be rendered by the Contractor himself.

§ 4 Obligations of the client.

(1) The Customer is obliged to use systems to which the Contractor provides services only for his business operations.

(2) The Customer shall create the necessary conditions for the performance of the services by the Contractor and support the Contractor in the performance of his services. In addition, the Customer shall participate in specifications and tests.

**§ 5 Hardware and license acquisition,
Accountability**

(1) All software and hardware components required for the operation of the system shall be provided and purchased by the customer. Excluded from this is the remote maintenance software provided by the contractor

(2) If the purchase of new hardware or software is to be carried out by the contractor, this shall in any case require the prior approval of an offer to be submitted by the contractor by the client. If possible, the offer shall also show product alternatives.

(3) The customer is responsible for compliance with the license conditions and copyright with regard to all installed software - with the exception of remote maintenance software. The Customer shall indemnify the Contractor against all claims of third parties in this respect.

§ 6 Contact for

(1) The parties shall each appoint a contact person instructed and authorised to submit, issue and receive information as well as declarations of intent and declarations similar to legal transactions, both for the technical and for the commercial area. The contact person of the client is also entitled to order orally the performance of fee-based consulting services. However, the contractor remains entitled to demand a written order confirmation from the client.

(2) The change of a contact person must be notified in writing; the same applies to a change of contact data (address, telephone, fax, e-mail) of the contact persons.

§ 7 Remuneration and terms of payment

(1) The remuneration of the contractor and their due date are regulated in the offer.

(2) The services are invoiced monthly and retroactively by presenting the hours worked.

(2) All amounts are exclusive of value-added tax at the applicable statutory rate.

§ 8 Copyrights to services of the contractor

(1) The Contractor shall grant the Client the number of simple rights of use required for business operations, including the right to process and otherwise modify the computer programs, scripts and accompanying materials (e.g. documentation) produced by the Contractor within the framework of the Agreement. The client is entitled to exercise these rights even after termination of this contract.

(2) The distribution and public accessibility of such

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programs, scripts and accompanying materials by the client is not permitted during or after termination of this contract.

§ 9 Liability

(1) Any liability on the part of the Contractor for damages - irrespective of the legal basis - shall only arise in the following cases
a) in the absence of guaranteed employment; or
b) culpable injury to life, limb or health; or
c) if the damage is based on a culpable breach of a material contractual obligation (cardinal obligation); or
d) if the damage is attributable to gross negligence or intent on the part of the contractor.

(2) In case of violation of a cardinal obligation (paragraph 1 lit. c), the liability - insofar as the damage is based solely on slight negligence - is limited to such damage, the occurrence of which must typically be expected in the context of the creation of individual software.

(3) The Contractor's liability for damages caused intentionally by the Contractor or one of its vicarious agents, subcontractors or legal representatives shall be unlimited in amount. For culpably caused personal injuries, the compensation is limited to a maximum of € 3 million per claim, a maximum of € 6 million per insurance year and for culpably caused property and financial losses to a maximum of € 2 million per claim, a maximum of € 4 million per insurance year.

(4) The limitations of liability pursuant to paragraphs 1 to 3 shall also apply mutatis mutandis to the benefit of the Contractor's employees and agents.

(5) Liability under the Product Liability Act shall remain unaffected by this provision..

(6) The client is obliged to limit possible damage by suitable data backup. The client is responsible for a regular backup of the data.

§ 10 Insurances

(1) The supplier shall insure himself against the following risks with an insurer authorised to do business within the European Communities
- culpably caused personal injuries up to a maximum of € 3 million per claim, up to a maximum of € 6 million per insurance year;
- culpably caused damage to property and pecuniary loss up to a maximum of € 2 million per claim, up to a maximum of € 4 million per insurance year.

(2) The client shall receive a copy of the insurance policy on request.

§ 11 Term of a contract

(1) The duration of the contract is regulated in the offer.

(2) The right to termination for good cause remains unaffected.

(3) Any termination requires the written form to be effective.

§ 12 Confidentiality, return of documents

(1) The contracting parties undertake to keep confidential for an indefinite period all information which becomes accessible to them in connection with this contract and which is designated as confidential or which is recognisable as trade or business secrets, unless the information is publicly known without breach of this or other confidentiality obligations. Insofar as the purpose of the contract does not require it, they shall not make any records or communications to third parties.

(2) Both parties shall ensure by means of suitable agreements with their employees, agents and other persons who come into contact with confidential information of the other party within the scope of the execution of this contract in accordance with the intended purpose that these also take into account the confidentiality obligations from para. 1.

§ 13 Employee of the contractor

(1) All the contractor's project staff shall remain under the disciplinary authority of the contractor. The authority to issue instructions is vested solely in the contractor. This applies in particular with regard to working hours and holiday planning.

(2) The client and the contractor are mutually committed to loyalty. Therefore, during the cooperation and a further 12 months thereafter, both will neither employ the employees employed in the project, nor employ them on their own account or via a third party.

§ 14 Set-off ban

The Client may only offset claims of the Contractor against those of the Contractor if he is undisputed by the Contractor with regard to the counterclaim submitted for offsetting or if there is a legally binding title to such counterclaim.

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**§ 15 Place of jurisdiction, place of
Performance**

(1) The place of performance shall be the registered office of the contractor.

(2) The place of jurisdiction, insofar as this can be effectively agreed, shall be Braunschweig, Germany.

§ 16 Final provisions/Severability clause

(1) This contract is subject to German law.

(2) Changes and additions to the offer must be made in writing. This also applies to any agreement to deviate from the written form. This requirement is satisfied by a fax, but not by an e-mail.

(3) Should any provision of this contract be or become invalid or should a loophole arise, this shall not affect the validity of the remaining provisions. In this case, the parties shall replace the invalid provision or loophole with a legally permissible provision that comes as close as possible to the original economic purpose.