

**General Terms and Conditions for Contracts for Work and Services
of eves_ information technology AG, Hermann-Blenk-Straße 22a,
38108 Brunswick
- hereinafter referred to as contractor -**

§ 1 Contractual Object

The subject and scope of the contract are listed in the offer.

§ 2 Settlement

The way in which the contract is handled, such as project initialization, project study/analysis, preparation of the specifications and specifications, is described in the offer.

§ 3 Performance of services by the contractor

The contractor is entitled to assign partial tasks of the project to subcontractors or so-called freelancers. However, the contractor remains solely obligated to the client for the provision of the service. The quality standards agreed in this contract are to be observed. 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 Change Request, Exit Clause

(1) As long as the contractor has not delivered the programs, the client may demand changes and extensions to the scope of performance specified in the specifications. The contractor shall take this request for change into account if this is reasonable within the scope of his operational capability and the client has confirmed the cost offer made by the contractor for the costs associated with the changes and extensions to the scope of services. The contractor shall invoice the necessary additional costs.

(2) Changes and extensions require a written agreement. The same applies if the deadlines specified in the specifications cannot be met due to the request for change.

(3) Both the client and the contractor have the right to terminate the contract during the creation of a prototype/specification if it should transpire during this phase that the calculation on which the contract is based deviates by more than 20% from the actual development expenditure. In this case, the service rendered up to that point will be invoiced and remunerated. The client receives the exclusive right to use the delivered service for an unlimited period of time and space and has the option of continuing the project with a third party company.

Once the realization phase has begun, termination is no longer possible.

§ 5 Obligation of the client to cooperate

(1) The customer shall name a commercial and a technical contact person with decision-making authority to the contractor and a deputy for both.

(2) The Customer shall create the operational prerequisites for the provision of services by the Contractor and in particular shall make available employees, work rooms, necessary hardware and software not to be supplied by the Contractor, data and telecommunications equipment.

(3) The client participates in the specifications, tests and acceptances. He will make necessary decisions immediately and inform the contractor.

§ 6 Installation, functional testing, transfer of ownership

(1) In the event that system integration or commissioning has been agreed, the customer shall create the spatial, technical and other prerequisites necessary for the installation of the software by the agreed installation date. In addition, he shall ensure that existing databases have been properly backed up in accordance with the state of the art prior to the installation of the software.

(2) The contractor shall install the software on the hardware of the client. After successful installation he informs the customer about the functionality of the programs.

(3) A joint functional test shall be carried out by both Parties within three days of notification of the operability. The content and scope of the functional test are specified in the specifications. The result is recorded. The functional test is deemed to have been carried out successfully if the software fulfils the contractually stipulated requirements in all essential points.

(4) The Contractor shall make the program available to the Customer upon notification of its operability.

§ 7 Acceptance

(1) After the implementation has taken place in accordance with § 2 and a corresponding notification of readiness by the contractor or, in the case of system integration in accordance with § 6, after a successfully completed functional test in accordance with § 6 Para. 3, the customer must declare acceptance in writing immediately, but at the latest within 2 weeks of receipt of the notification of readiness or notification of functional capability.

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(2) If the Customer does not immediately declare acceptance, the Contractor may set him a reasonable deadline in writing for the submission of this declaration. If the reasons for refusing acceptance are not stated in writing within this period, acceptance shall be deemed to have taken place.

(3) An acceptance protocol shall be drawn up for each acceptance, which shall be signed by the respective project manager. Interim results, especially in the case of monthly invoicing, must also be documented by the project manager.

(4) With the beginning of the use of the software by the customer, the software is deemed to have been accepted even without an acceptance protocol.

§ 8 Granting of rights of use

(1) The Customer shall be comprehensively enabled to use the software and the program, development and maintenance documentation to the exclusion of third parties (including the Contractor) and, in particular, to further develop the software himself or through third parties and to also transfer the software to third parties to any extent. In the event of further development, all warranty claims shall lapse. The same applies if the software is made available to third parties.

(2) The Customer receives from the Contractor the exclusive right, unlimited in time, space and content, to use the software and the documentation in any way, in particular to process the programs and the documentation or to redesign them in any other way and to reproduce, distribute or otherwise distribute, make publicly accessible or demonstrate them in unchanged or modified form. Any processing of the programs and the documentation as well as the redesign shall void all warranty claims.

(3) The Customer may grant simple rights of use to the program and the documentation to third parties without the Contractor's consent, grant exclusive licenses to third parties and transfer the acquired rights in whole or in part to third parties..

§ 9 Warranty for material defects

(1) The Contractor warrants that the Work will conform to the agreed quality as set out in the Specifications in connection with this Contract and any agreed changes and additions to the scope of performance in the planning and construction phase. The warranty shall, at the Contractor's option, initially be provided by subsequent improvement - if possible also by means of remote data transmission - or by replacement delivery. The warranty period is twelve months and begins with acceptance.

(2) If the supplementary performance fails, the Customer may remedy the defect itself and demand reimbursement of the necessary expenses or cancel the contract for the program creation phase and the subsequent installation, instruction and training phases or demand a reduction in remuneration or, if the conditions of § 12 are met, demand compensation for damages. Any further claims for damages arising from warranty rights are excluded.

The remuneration attributable to the planning phase shall remain unaffected, unless the defect is based on a breach of duty already committed by the contractor in this phase.

§ 10 Third-party rights

(1) The contractor guarantees that the contractual use of the software and the documentation does not affect the rights of third parties. The warranty period is twelve months and begins with acceptance.

(2) To the extent necessary, the Contractor shall in particular ensure through suitable agreements that the scope of the use permitted under this Agreement is not impaired by the rights of its employees and agents.

(3) The parties shall inform each other immediately if third parties assert infringements of industrial property rights.

§ 11 Remuneration

(1) The remuneration is quoted in the offer.

(2) If the workload changes for reasons for which the contractor is not responsible, the contracting parties shall negotiate an adjustment of the contract, in particular a revision of the fixed price amount..

(3) The due date of the remuneration and discounts on it are also specified in the offer.

(4) The customer shall issue the final invoice immediately after acceptance. He shall deduct the advance payments made (§ 632 a BGB) and advance payments from the total amount. The invoiced amount shall become due upon receipt of the invoice.

(5) All prices are exclusive of the applicable statutory value added tax.

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§ 12 Liability

(1) A liability of the contractor for damages - for whatever legal reason - shall only arise if the contractor

- a) in the absence of the guaranteed condition; or
- b) in the event of culpable injury to life, of the body or health; or
- c) if the damage was caused by a culpable Violation of a material contractual obligation obligation (cardinal obligation); or
- d) if the damage is due to gross negligence. negligence or wilful intent on the part of the Contractor is to be attributed.

(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.

§ 13 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 property damage and financial loss up to a maximum of €2m per claim, up to a maximum of €4m per insurance year.

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

§14 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.

§ 15 Employee of the contractor

(1) All the contractor's project staff shall continue to be assigned to the contractor on a disciplinary basis. 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 for a further 12 months thereafter, both will neither employ the employees assigned to the project, nor employ them on their own account or via a third party.

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§ 16 Set-off ban

(1) The Client may only offset claims of the Contractor against those of the Contractor if the Contractor does not dispute the counterclaim submitted for offsetting or if there is a legally binding title to such counterclaim.

§ 17 Place of jurisdiction, place of performance

- (1) The place of performance shall be the Contractor's registered office.
- (2) The place of jurisdiction, insofar as this can be effectively agreed, shall be Braunschweig, Germany.

§ 18 Final provisions/Severability clause

- (1) This contract is subject to German law. The UN Convention on Contracts for the International Sale of Goods is excluded.
- (2) Changes and additions to the offer must be made in writing. This also applies to any agreement to deviate from the written form. A fax, but not an e-mail, is sufficient for this requirement.
- (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.