

# General Terms and Conditions for services and work

**Accso – Accelerated Solutions GmbH** (hereinafter referred to as Accso)

Version 1 of 19 May 2010

- § 1 Validity and conclusion of contracts
- 1.1 The General Terms and Conditions of Contractual Partners do not apply, even if the Contractual Partner refers to them in a standard order form or otherwise in connection with an order, and Accso does not expressly object.
- 1.2 In the event of contradictions between these General Terms and Conditions, the offer and the order confirmation, the latter two shall take precedence.
- § 2 Services
- 2.1 Accso undertakes to provide services and work within the limits of reasonable effort. The scope of the services and work is defined in the respective order confirmation.
- § 3 Changes
- 3.1 The Contractual Partner can submit requests for changes and additions to the contractually agreed service to Accso in writing. Accso shall review these change requests in terms of their feasibility and the associated costs and shall communicate the result to the Contractual Partner. The Contractual Partner can be invoiced for the costs of the review based on the additional work involved.
- § 4 Cooperation obligations of the Contractual Partner
- 4.1 All obligations to provide information and cooperate mentioned in the offer are essential main obligations of the Contractual Partner and are hereby agreed as such. Without being asked to do so, the Contractual Partner shall inform Accso of all circumstances which are significant for the effective provision of the services.
- 4.2 If the Contractual Partner does not perform any of their duties to cooperate in accordance with the agreement or does not do so promptly, and this means that deadlines cannot be met in accordance with the existing planning, the corresponding deadline agreements shall lose their validity. In this case, the Parties are obliged to agree new performance dates, taking Accso's resource planning into account. The Contractual Partner is obliged to reimburse any additional expenses which Accso incurs as a result of the breach of cooperation obligations.
- § 5 Rights of use, third-party property rights
- 5.1 Accso hereby grants the Contractual Partner a temporally and spatially unlimited non-exclusive right to use all work results specially developed for the Contractual Partner. The right of use includes the authority to edit and change the work results.
- 5.2 Accso is entitled to all exploitation rights with regard to works, work parts or other contributions which were

used to create the work results, but which were already available to Accso, such as existing processes, representations and aids, set pieces and all existing programming services of Accso, such as software tools which are programmed to create and operate an application, authoring tools etc.

- 5.3 The right of use is granted subject to the condition that the Contractual Partner has paid the remuneration due in full and free of objections in accordance with Contract for the preparation of the respective work result.
- 5.4 The granted right of use is not freely transferable, but can be sublicensed among companies affiliated with the Contractual Partner in accordance with Section 15 *et seq.* of the Stock Corporation Act (AktG).
- 5.5 The standard conditions of the respective manufacturer apply in the case of third-Party software included in the work results. The license conditions applicable to the respective open source component apply to the open source components used in the work results.
- 5.6 Accso shall act as an intermediary in terms of standard software from third-Party companies. According to a separate agreement to be concluded, a software license agreement shall be concluded exclusively between the third party company and the Contractual Partner. If the service to be provided by Accso requires the availability or purchase of hardware or software, the provision of these components is the responsibility of the Contractual Partner. If Accso undertakes to provide these components in accordance with

separate agreements, the Contractual Partner shall be invoiced for this separately. Any introduction or training in the use of these components or products supplied by Accso for the Contractual Partner's employees shall be paid for separately by the Contractual Partner.

- § 6 Remuneration, due date
  - 6.1 Unless otherwise agreed, the remuneration is based on the expenditure of time and material by Accso on the basis of the rates set out in the respective offer by Accso. The remuneration shall be billed monthly based on proof of performance.
  - 6.2 All prices are exclusive of the applicable VAT and all other applicable taxes or public charges.
  - 6.3 Unless a payment term is expressly stated on the respective invoice, the payment is due net (without deduction) thirty (30) days following the date of the invoice.
  - 6.4 Accso is entitled to assign the claims arising from our business relationship.
  - 6.5 In the case of assigned claims, payments with discharging effect can only be made to Crefo Factoring Rhein-Main GmbH & Co.KG, Am Kavalleriesand 47, 64295 Darmstadt, to whom we have transferred and sold our claims under an ongoing factoring contract.
- § 7 Retention of title
  - 7.1 Work services shall remain our property until they have been paid for in full.
- § 8 Acceptance
  - 8.1 Service contract law applies to services provided under the law on service agreements. Accordingly, there is no

- need for such services to be accepted. They are deemed to have been provided upon implementation.
- 8.2 Any created documents, such as concepts, specifications and presentations, shall be checked by the Contractual Partner to determine whether they correspond to the contractual agreements. The Contractual Partner shall notify any change requests within 10 working days after the documents have been handed over. Accso shall incorporate modifications within the scope of justified change requests within a period of at least 10 working days. With the further handover to the Contractual Partner, the revised documents shall be deemed to have been created in accordance with the Contract.
- 8.3 The contractual services provided on the basis of this offer shall be made available by Accso for acceptance and the Contractual Partner shall subsequently check whether they are of the contractually agreed quality in accordance with the agreed assumptions and requirements. Should it be established during the acceptance process that the work to be accepted has defects, the Contractual Partner shall inform Accso of this or document this in the acceptance report.
- 8.4 The Contractual Partner shall provide the necessary support to remedy the defects free of charge. If, due to a lack of cooperation on the part of the Contractual Partner or due to other circumstances for which the Contractual Partner is responsible, the acceptance cannot take place in accordance with the acceptance and/or test criteria, the work shall be deemed to have been accepted 10 working days after receipt of the notification that it is ready for acceptance. This also applies if the work in question is put into operation in whole or in part or used productively in some other way.
- 8.5 Accso is entitled to demand partial acceptance for self-contained partial services based on how far work has progressed.
- § 9 Warranty
- 9.1 Accso shall ensure that all services are carried out correctly and appropriately by suitably qualified personnel.
- 9.2 Accso guarantees that the work performed by Accso essentially corresponds to the requirements stipulated in the Contract with the Contractual Partner. If the work performed by Accso does not meet the agreed requirements ("defect"), the Contractual Partner can request that the defect be remedied within a reasonable period of time. If Accso does not succeed in remedying the defect within a reasonable period of time, or if the remedy of the defect ultimately fails, the Contractual Partner can request a reduction in the remuneration or terminate the Contract.
- 9.3 The Contractual Partner shall support Accso to a reasonable extent in remedying defects affecting services or work and shall in particular send the object of the service or work in the form in which it was used when the defect occurred and shall make the machine time available at Accso's request, and shall also implement any corrective measures provided by Accso.

- 9.4 Accso is not obliged to provide a guarantee in terms of services and work if a defective service or work is the result of a change to the service or work which was not implemented or permitted by Accso.
- 9.5 If the investigation in connection with a warranty claim shows that there is no warranty claim, Accso is entitled to invoice the Contractual Partner for the investigation based on the time and material used in accordance with Accso's prices applicable at the time.
- § 10 Liability
- 10.1 Notwithstanding the following provisions of this section, Accso is in all cases liable without limitation for damages caused intentionally or as the result of gross negligence, for damage to life, limb or health and to the extent Accso is liable under the Product Liability Act. The statutory limitation periods apply. Furthermore, claims for damages shall become statute-barred within one year of the last day of consultation/upon acceptance.
- 10.2 In cases of simple negligence, Accso's liability for compensation for damages or wasted effort – for whatever legal reason – is limited to a maximum of 50% of the contract volume.
- 10.3 Liability for consequential and indirect damages, such as lost profit, damages caused by business interruption or a lack of savings is hereby excluded.
- 10.4 Accso is only liable for the loss of stored data if the Contractual Partner has carried out a correctly executed data backup to ensure that this data can be reconstructed with a reasonable amount of effort. Liability is limited to the reconstruction cost.
- 10.5 These liability regulations apply to all claims for damages and reimbursement of expenses, regardless of their legal basis, including pre-contractual and sub-contractual claims.
- § 11 Personnel
- 11.1 Accso uses its own employees to provide services. Accso is responsible for ensuring that sufficiently qualified personnel are available to carry out the services and work, manage the leave entitlements of the staff and grant leave.
- 11.2 Accso is also entitled to commission subcontractors to provide the service without needing to obtain the agreement of the Contractual Partner in individual cases.
- 11.3 The Contractual Parties shall always strive for mutual loyalty. In particular, the Contractual Parties undertake to refrain from actively soliciting employees from the other Contractual Party. The Contractual Parties undertake to inform each other if, during the term of this contract, they consider hiring a member of the respective other Party who was involved in the fulfilment of the obligations within the framework of the cooperation. This also applies if the appointment is arranged by a third party.
- § 12 Confidentiality and privacy
- 12.1 The Parties are obliged to treat as confidential the respective other Party's business and trade secrets, information designated as confidential which become known in connection with the performance of the Contract and the content of this offer and not to pass this information on to third

- parties. Employees and consultants of the Parties who are professionally obliged to secrecy are not considered third parties in the sense of this provision.
- 12.2 The Parties shall observe the data protection regulations and in particular shall only use persons to perform the service who are obliged in writing to maintain data secrecy in accordance with Section 5(2) of the General Data Protection Regulation (BDSG). If Accso processes personal data when executing an individual contract, Accso shall act on behalf of the Contractual Partner within the meaning of Section 11 BDSG.
- 12.3 The Contractual Partner hereby agrees that Accso can process the Contractual Partner's data required for business transactions in compliance with the data protection regulations.
- § 13 Contract termination
- 13.1 The Contract shall come into force when signed by both Parties and shall be concluded for the specified term.
- 13.2 Each Party is entitled to terminate the Contract in writing with a notice period of 30 days if the other Party violates an essential agreement of this Contract and fails to remedy the infringement within a period of 30 days.
- 13.3 Accso can terminate this Contract if the Contractual Partner does not meet their obligations to cooperate in whole or in part after receiving a reminder from Accso, or if the Contractual Partner is in default with a payment for more than ten (10) days and does not pay in full within a further ten (10) days after receipt of a written reminder.
- 13.4 Each Party is entitled to terminate the Contract if insolvency proceedings are opened against the other Party, insolvency proceedings are rejected due to a lack of assets, or if the other Party ceases to conduct business, conducts business outside of bankruptcy law or is no longer able to meet their payment obligations in accordance with this Contract.
- § 14 Written form
- 14.1 Unless agreed as a protocol procedure, amendments or supplements to the contractual agreements must be made in writing, which can be complied with by post or fax, but not by e-mail without a digital signature.
- § 15 Reference permission
- 15.1 The Contractual Partner hereby permits Accso to publicly indicate the basic subject-matter of the activity as a reference using their company logo.
- § 16 Applicable law, place of performance and place of jurisdiction
- 16.1 The place of performance is Darmstadt.
- 16.2 German law applies exclusively, even if the Contractual Partner or their customer is based abroad.
- 16.3 The place of jurisdiction for all disputes arising from the Contract is Darmstadt. Accso is also entitled to take legal action against the Contractual Partner at the place of his company headquarters.