

Special Part

**General Terms and Conditions of Beta Systems IAM Software AG
for Consultancy and Support Services**

1. Preamble

Beta Systems shall provide the Customer with consultancy and support services in order to enable him to use Beta Systems' computer programmes and / or third party computer programmes in the best possible way according to his requirements. Beta Systems' shall perform the Services solely in accordance with the relevant contract and these terms and conditions for the fees agreed upon. The Customer bears the risk of ordered works and services meeting the Customers wishes and needs or any specific results. Beta Systems undertakes to deliver the deliverables and services subject to the principles and standards of the profession.

2. Collaboration between the parties to the agreement.

- 2.1 The Parties shall each name to the other Party contact persons as well as an authorized substitute who are in a position to make necessary decisions for the Customer with regard to how the performance is to be rendered as well as to other questions arising during the term of the agreement.
- 2.2 The Customer shall have to pass over to Beta Systems all data useful for the fulfilment of the agreement in good time and in full in writing and / or digital form.
- 2.3 Beta Systems defines the manner in which the services are performed. The Customer is not entitled to issue instructions to Beta Systems employees. Beta Systems may deploy subcontractors, freelance or temporary workers to perform the services.
- 2.4 The Customer shall set up a suitable place to work in the location designated in the main agreement for the support services to be rendered.
- 2.5 It shall be forbidden for the Customer to solicit or entice employees away from Beta Systems by making active efforts to do so. The non-compete agreement shall end 1 year after the services have been rendered by Beta. In the event of breaches a contractual penalty of EUR 30,000.00 shall become payable for each individual breach.

3. Payment, Terms and Conditions of Payment

- 3.1 The support services shall be invoiced at a daily rate in accordance with Item 4 of the main agreement unless hourly rates have been agreed upon explicitly. A daily rate shall include work carried out for 8 hours a day during normal working hours (Mon – Fri 08.00 – 18.00), with time spent travelling to and from the Customer included in the working hours. For partial days worked, up to 4 hours shall be counted as half a day, and more than 4 hours shall be counted as a whole day. If the services are rendered on site the Customer is entitled to invoice at least half a day – also in case hourly rates have been agreed upon. The full remuneration shall also be due if Beta Systems was unable to work or unable to work productively pursuant to Customer's failure to perform or properly perform his collaborative duties, in particular those mentioned in item 2.
- 3.2 For each working hour or part thereof, insofar as it is provided
 - a) outside the normal working hours or
 - b) within the normal working hours however, exceeds 8 hours per day for reasons the Customer is responsible for, one eighth of the agreed daily rate plus a surcharge of 30% shall be charged. In general a surcharge of 50% is invoiced for weekend work and on public holidays at the location where the work is carried out as well as a surcharge of 100% on the respective daily rate on December 24th and 31st.
- 3.3 Beta Systems shall present the Customer an invoice at the end of each month for the services it has carried out. The proof of expenditure for services carried out on a time and material basis is

deemed accepted unless the Customer rejects it in writing within 21 days

- 3.4 The payment shall be payable without cash discount within 10 days after receipt of the invoice. The invoice shall be issued in accordance with Item 3.3.

4. Deadlines for work to be carried out

The deadlines for the work to be carried out shall be laid down and fixed in writing by mutual consent in accordance with the wishes of the Customer as far as this is possible for Beta Systems from a technical and operational perspective. The Customer is aware that Beta Systems requires a period of about 10 working days to undertake preparations for the services and that this period has to be taken into consideration when setting deadlines for work. Insofar as the project to which the services relate is delayed, where necessary, the parties shall specify new dates for the provision of the services in accordance with Sentence 1 and fix these in writing. If the delay is due to the fact that the Customer fails to perform his duties to collaborate, especially those according to Item 2; Item 3.1 Sentence 4 shall apply for the time during which Beta Systems cannot work or cannot work productively due to the delay.

5. Assignment, Offsetting and Retention

- 5.1 The Parties are not entitled to assign their rights and duties created in this agreement to third parties.
- 5.2 The Parties are entitled to offset only claims that are uncontested or have been finally determined by a court of law.
- 5.3 The Customer is not authorised to assert rights of retention not based on this contractual relationship unless these rights are uncontested or have been finally determined by a court of law.

6. Notice of termination

- 6.1 The agreement may be terminated by either Party giving 6 weeks notice of termination to the end of the respective month, unless otherwise agreed.
- 6.2 The right of the Parties to give notice of termination for cause shall not be affected by this.

7. Warranty / Liability

- 7.1 The Customer shall have no warranty claims ("Mängelansprüche") for the services against Beta Systems.
- 7.2 Beta Systems shall only be liable for intent and gross negligence for itself as well as for that of its legal representatives and assistants. This limitation of liability shall not apply for damages incurred as a result of a loss of life, personal injury or loss of health which are based on a negligent breach of duty by Beta Systems or by one of its legal representatives or assistants.
- 7.3 Beta Systems liability is limited to a total of 50 % of the value of the respective contract.

8. Force majeure

Force majeure, labour disputes, unrest, official measures or other unforeseeable, unavoidable and serious events shall exempt the Parties from their contractual obligations for the duration of the disturbance and to the extent of their effect. In so far as is reasonable in accordance with good faith, the Parties shall notify each other of foreseeable and occurred changes straight away and shall amend their contractual obligations to reflect the changes of circumstances.

9. Final provisions

- 9.1 In addition, the regulations of the General Part of the General Terms and Conditions of Beta Systems IAM Software AG (Version 07/2011) and the Special Part for the Software License for Permanent Use (Version 07/2011) shall apply.
- 9.2 The Main- and/or Basic-Agreement and these Terms and Conditions contain all the agreements made between the Parties on the subject-matter of the agreement.