

Terms and Conditions for Consultancy Services

These Terms and Conditions may be used for contracts in which Vector provides engineering support associated with delivery of Vector solutions.

§ 1 Consultancy Services

1.1 Vector shall perform consultancy services as specified in writing in accordance with the current state of the art.

1.2 The Client shall support Vector to the extent required, in particular provide all required information.

§ 2 Cooperation

2.1 The Client shall name a contact person; Vector shall name a customer consultant. Both shall have the authority to make the necessary decisions or shall obtain authorization for them in a timely manner. The customer consultant shall put decisions in writing. The contact person shall provide all required information. The customer consultant shall contact the contact person as required to ensure the proper performance of the mutual obligations.

The Client contact person and the Vector's customer consultant shall remain under the sole control and authority of their respective employer.

2.2 The services shall be performed at the Client's location if necessary, otherwise at Vector's location. In the first case, the Client shall provide Vector's employees with adequate working conditions.

§ 3 Charges and Payments

3.1 Unless otherwise agreed, the Client shall remunerate Vector on the basis of costs incurred. Hourly rates, travel expenses and incidental expenses shall be paid in accordance with Vector's price list, unless otherwise agreed. Vector may submit invoices on a monthly basis.

Persons engaged by Vector shall fill out detailed time sheets which Vector shall hand over to the Client if requested. The Client may audit these sheets at any time.

In case of fixed prices, travel and incidental expenses shall be reimbursed separately.

3.2 Payments shall be made in full within 30 (thirty) days as from the invoice date.

3.3 Duties, taxes and levies including V.A.T. – if applicable – shall be paid by the Client on all prices.

§ 4 Rights

4.1 In consideration of the sums payable to Vector according to §3, all rights (notably the right to use, reproduce, represent, distribute, sell, copy) in the documents and results arising from the services shall accrue to the Client. However, it is expressly agreed that Vector shall not be restricted to use the gained know-how and to render similar consultancy services for other customers of Vector, provided Vector complies with § 6.

4.2 If Vector provides to the Client documents or programs which were not developed under the scope of this contract, the Client may use them only within the framework of the work results under the contract, but not isolated, provided Vector has notified the Client of such deliveries in advance.

§ 5 Vector's Liability

To the maximum extent permitted by applicable law, Vector – including any person engaged in performing any obligation under this contract – shall be liable for direct damages under any claim based on normal negligence only if Vector breaches a basic obligation of the contract which jeopardizes the contract goal (cardinal obligation). In this event Vector's liability shall be restricted to (i) EUR 100,000.00 (one hundred thousand euros) or (ii) the contract value, whichever amount is higher. The Client may claim for a higher maximum, but Vector may then require a surcharge for the aggravated risk.

In no event will Vector - including any person engaged in performing any obligation under this contract - be liable for any indirect damages, such as lost profits or revenues.

The restrictions shall not apply to the extent the damages are covered under Vector's business liability insurance provided the insurance company has actually paid Vector. Vector agrees to maintain the coverage of this insurance as given at the time of the execution of the contract.

Claims for personal injury, claims resulting from gross negligence or willful misconduct shall remain unaffected.

§ 6 Confidentiality Obligations

6.1 Vector shall keep the Client's trade and business secrets confidential, as well as all other information obtained by Vector under or in connection with this contract, designated in writing as confidential by the Client. However, Vector shall have no obligation with respect to any information which is (i) already in Vector's possession at the time of the execution of the contract, (ii) independently developed by Vector, or (iii) which is publicly known through no wrongful act of Vector.

This obligation shall last two (2) years after termination, for any reason, of the contract.

6.2 Notwithstanding § 6.1, Vector is not obliged to keep confidential any ideas, concepts, know-how or techniques related to Vector's development of software.

6.3 Vector shall oblige its employees to adhere to the above confidentiality obligations.

6.4. Unless special disapproval in writing from Client, Vector may enter Client's name into its list of customers together with a short description of the rendered performance. All other advertising references that Client is Vector's customer are subject to Client's prior approval.

In case of Client's refusal, VECTOR shall remove any reference to the Client from its list of customers within ten (10) days.

§ 7 Miscellaneous

7.1. The contract shall constitute the entire agreement between the parties and shall not be altered, amended or cancelled, except in writing and with the consent and signature of all parties concerned.

7.2. The contract shall conform with and be governed by the laws of France without regard to its choice of law rules and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods. If Client is merchant in terms of law exclusive venue for any claims between the parties shall be the Courts of Paris, FRANCE, and the parties agree to submit to the exclusive jurisdiction of such courts.