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## Terms and Conditions for the Integration and Support of Hard- and/or Software

### § 1 Vector's Performances

- 1.1 Vector shall support Client in the course of the integration and use of the hard- and software specified in the contract in accordance with the current state of the art.
- 1.2 All rights which arise from the performance of the contract shall accrue to Client. Vector shall not be restricted in any way to render performances which are similar to those rendered to Client, provided that Vector complies with § 11.

### § 2 Integration Performances

- 2.1 Each party shall name a project manager. Both shall have the authority to make the necessary decisions or shall obtain authorization for them in a timely manner. Vector's project manager shall put decisions in writing. Client's project manager shall provide all required information. Vector's project manager shall contact Client's project manager as is required to ensure the proper performance of the mutual obligations.
- 2.2 Vector shall prepare a detailed time schedule for the performance of the tasks at the beginning of the performance together with Client, and the parties to the contract shall revise it from time to time if necessary.
- 2.3 In concert with Client, Vector shall develop a detailed concept for the integration. Vector shall put it in writing and submit it to Client for approval. Client shall respond in writing within 14 days. The approved detailed concept for the integration shall be the basis for the realization of the programs. In the course of the realization of the programs, the detailed specification may be further detailed with Client's assistance.
- 2.4 Client shall be responsible for providing the IT-technical environment for the integration of the software products.
- 2.5 Client shall be responsible to test the programs under the conditions they shall be used under productively, before using them productively.

### § 3 Client-Specific Programming

- 3.1 To the extent it is necessary to detail Client's requirements with regard to Client-specific programming listed in the contract or requested pursuant to § 4.1, Vector shall develop a detailed specification with Client's assistance and shall submit it to Client for approval. Client shall respond in writing within 14 days. Unless otherwise agreed this performance shall be paid for according to time consumed.

The approved detailed concept specification shall be the decisive basis for the realization of the programming. In the course of the realization of the programming, the detailed specification may be further detailed by Vector with Client's assistance.

- 3.2 Client specific programming shall embody all legal provisions and other provisions of Client's scope of business, which are equally binding to Client, in case these are defined in writing in the contract or pursuant to § 4.1.
- 3.3 An user documentation shall be delivered by Vector only if expressly agreed on.

### § 4 Change Requests

- 4.1 If Client requests Vector to undertake any modification of the agreed requirements, including any addition to it, and if the requested modification is reasonable and acceptable, Vector must agree. If the realization of such a request results in any burden on Vector's side, Vector is

entitled to an appropriate adaptation of the terms of the contract, in particular to the extension of time for the completion of the programming and/or to additional compensation.

- 4.2 Modifications and resulting adaptations of the terms of the contract must be confirmed in writing by both parties. If Client gives a request for a modification orally, Vector may request Client to give it in writing or may confirm it in writing. The wording of such confirmation shall be deemed to express Client's requirement correctly unless Client objects in writing without delay.
- 4.3 Vector shall submit its request for adaptations of the contract without delay. Client shall notify Vector without delay if Client refuses the required adaptations.

## **§ 5 Support during the Use**

- 5.1 On request, Vector shall assist Client in the course of the use of the hardware and software. § 1 to § 4 shall be applicable accordingly for any such further support performances rendered by Vector.
- 5.2 If an acceptance test for Vector's performances is expressly agreed upon in writing in the contract, Vector shall develop an acceptance specification for the performances. In this case, Client agrees to examine the performances and to confirm their acceptance, if they meet the agreed on acceptance specification. Unless otherwise agreed, the acceptance test period shall be three (3) weeks.

Client is deemed to have accepted Vector's performances if their use has not been substantially restricted by a reported defect for two (2) weeks after the end of the acceptance test period.

## **§ 6 Maintenance**

- 6.1 If maintenance is agreed on in the contract, in writing, subject to a comprehensive charge, Vector shall render the following maintenance services:
- The correction of deficiencies, insofar as not covered by Vector's obligation to correct defects out of the contract about the integration and support of the software products,
  - The support by telephone related to the handling of Client-specific programming,
  - The adaptation of Client-specific programming into new versions of the software products.

Client or Vector shall be entitled to request an adaptation of the comprehensive charge once per calendar year. The adaptation must take into account the new hourly rates of Vector as provided in Vector's then current price list, as well as any additional or any less expenses, which may arise out of better or worse conditions with regard to the availability of the maintenance environment.

- 6.2 If Client finds, in the course of correct use of Client-specific programming, what Client believes to be a defect in a program, Client shall provide Vector with reasonably specific information as to the nature of the defect and to the conditions under which it occurs, in writing, if so requested by Vector.

Client shall only be entitled to raise claims if Client can reproduce the defect or demonstrate it by using computer output.

Upon request, Client shall give all necessary support to Vector, and in particular provide a copy of the relevant program being used at the time the defect appeared. Client shall provide testing time on Client's IT-system and install corrections delivered by Vector.

- 6.3 Vector shall, within a reasonable period of time and at no cost to Client, remove the defect, at Vector's choice, either by replacing the defective hardware or program or by correction of defects (subsequent performance). In case a defect substantially restricts the use of the programs, Vector shall provide a workaround (temporary solution), if needed, so that the defect is not substantial any longer.

If maintenance is agreed on, Vector may, in case of defects in the software, deliver the correction of minor defects in a new version as soon as this adequate subject to a reasonable policy of further development. Vector shall develop workarounds for such defects, insofar as these are technically and at acceptable costs feasible to Vector. With respect to programs which are defined as third party programs, Vector can only use its best endeavors to obtain and transfer corrective measures and, if appropriate, provide workarounds.

- 6.4 The obligation to remove defects (subsequent performance) shall be expressly excluded, if Client modifies the hardware or software or manipulates them in any other way, unless Client proves, when reporting a defect that the defect did not result from any such modification or manipulation.
- 6.5 Vector shall be entitled to reimbursement of Vector's costs, if Client reports what Client believes to be a defect without being able to prove it to be so.

## **§ 7 Tele-Support**

- 7.1 Client shall enable Vector to carry out tele-support (tele-diagnosis and tele-corrections, transfer of new versions) to the extent technically possible. In concert with Vector, Client shall provide a telecommunication connection as needed to meet the requirements valid from time to time at its own expenses so that the IT-systems can be connected. Client shall pay for communication costs, unless otherwise agreed.
- 7.2 For security and privacy purposes, access to Client's IT-system by Vector shall be controlled by a security procedure established by Client. Client shall release the connection. Vector shall inform Client of the work performed.
- 7.3 If Client does not enable Vector to perform tele-support, Client shall reimburse Vector's additional costs as a result thereof, in any case, travel time and expenses, as well as additional costs for the correction of defects.
- 7.4 If data are transferred to Vector for their restoration or for the search of defects, Vector shall establish all technical and organizational measures in its organization equivalent to those which Client has to establish for security and privacy pursuant to the Data Protection Act applicable to Client.

## **§ 8 Charges and Payments**

- 8.1 Unless a fixed price is expressly agreed on in the contract, Client shall remunerate Vector on the basis of costs incurred. In this case, hourly rates, travelling expenses and incidental expenses shall be paid in accordance with Vector's current standard rates (price list), which Vector may alter from time to time, unless otherwise agreed. Vector may submit invoices on a monthly basis.

In case fixed prices are agreed on in the contract, all support (including specifically installation, brief or extended training, consultancy) shall be reimbursed separately, unless it is expressly included in the fixed price.

- 8.2 Payments shall be due without deductions within 30 days after invoicing.
- 8.3 Duties, taxes and levies including VAT – if applicable – shall be paid by Client on all prices.

## **§ 9 Vector's Claims, Vector's Delay**

- 9.1 In the event of any circumstances for which Vector is not responsible and which adversely affect the performance of the contractual obligations, including strike and lock-out, Vector is entitled to an appropriate adaptation of the terms of the contract, in particular to an appropriate extension of the delivery date. If the cause is attributable to Client and results in additional efforts to Vector, Vector is also entitled to additional compensation.

- 9.2 If Vector's delay exceeds 30 days, Client is entitled for every subsequent week to a penalty of 0,5 % of the value of that part of the programs that cannot be used in accordance with the purpose of the contract, but the penalty shall be limited to 5 % of the total contract value.

## **§ 10 Vector's Liability**

The legal provisions shall apply with the following amendments:

- 10.1 Defects shall be removed in accordance with § 6.2 until 6.4.
- 10.2 Vector – including any person engaged in performing any obligation under this contract – shall be liable for damages under any claim based on normal negligence only if Vector breaches a basic obligation, whose breach puts the contract goal at risk (cardinal obligation), under this contract. In this event, Vector' liability shall be restricted to EUR 100,000.00 or the contract value whichever amount is higher.

If an obligation under maintenance of Client-specific programming is violated, Vector's liability shall be restricted as follows:

- In case maintenance is remunerated by a comprehensive charge, to the yearly amount of the comprehensive charge in the year the damages occur,
- In case maintenance is remunerated by expenses, to the amount equal to three times the amount of the order of the Client-specific programming which has caused the damages.

The customer is entitled to claim for a higher maximum, but Vector may then require a surcharge for the aggravated risk.

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

Claims for personal injury shall remain untouched.

- 10.3 If Client is entitled to rescind the contract and/or claim for damages, Vector is entitled to set a period within which Client must declare whether or not Client still requests primary or subsequent performance. If Client does not request primary or subsequent performance timely, Client cannot claim for it any longer.
- 10.4 The period of warranty (the limitation period for claims based on defects) shall be 24 months.

## **§ 11 Confidentiality**

- 11.1 Vector shall keep confidential Client's trade and business secrets, and all other information designated in writing as confidential by Client, obtained under or in connection with this contract. Vector shall have no obligation with respect to any information that is already in its possession, is independently developed or becomes publicly known through no wrongful act of Vector. This obligation shall survive the contract in the case of its rescission.
- 11.2 Vector is not obligated to keep confidential any ideas, concepts, know-how or techniques related to the development of software.
- 11.3 Vector shall require its employees to adhere to the obligations as stipulated in § 11.1.
- 11.4 Vector may enter Client's name into its list of customers together with a short description of the Vector's performance. All other references that Client is Vector's customer are subject to Client's prior approval.

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**§ 12 Miscellaneous**

- 12.1 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.
- 12.2 The contract shall conform with and be governed by the laws of the Federal Republic of Germany 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. Exclusive venue shall be Vector's main place of business.