General Terms and Conditions for the Provision of IT Services by DATAGROUP Stuttgart GmbH

1. PREAMBLE

1.1. These terms and conditions shall apply to our deliveries and services designated as IT Services vis-à-vis entrepreneurs (§ 14 of the German Civil Code (BGB)), legal entities under public law and special funds under public law.

1.2. In the absence of deviating agreements in individual cases, the following terms and conditions shall apply exclusively to all of our IT services, including those of a similar nature in the future, without our having to refer to them in each individual case. Deviating, conflicting or additional terms and conditions of the customer shall only become part of the contract insofar as we have expressly agreed to their validity in writing.

1.3. References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these terms and conditions.

2. CONCLUSION OF CONTRACT

2.1. Our offers are subject to change. The customer is bound to its order for a period of four weeks from the moment we receive it.

2.2. Purchase orders, additions and changes to an order are accepted when we have provided written confirmation thereof; the execution of the delivery or a service, the receipt of a delivery note or an invoice to the customer are deemed to be confirmation. If the customer disputes the content of a confirmation, the customer must object to it without delay; otherwise, the contract shall take effect upon acceptance of the delivery or provision of the service in accordance with the confirmation.

3. REMUNERATION, SERVICE PROVISION

3.1. Unless otherwise agreed, our remuneration shall be based on the list price valid on the day of the conclusion of the contract plus the respective statutory value-added tax and excludes packaging, transport and other ancillary costs ex works.

3.2. Our invoices are payable without deduction in EURO; a discount will only be granted where separately agreed in writing.

3.3. If the customer is in arrears with a payment for more than two weeks, if the customer has suspended its payments or if it becomes apparent after the conclusion of the contract that our claims are at risk due to the customer's inability to meet payments, we may make our claims from all contracts due for payment

immediately. Extensions or other deferrals of payment including the acceptance of bills of exchange shall end. We may demand advance payments or the provision of security for goods not delivered and services not rendered and, after unsuccessfully setting a reasonable period of grace, withdraw from the contract and demand compensation for damages.

3.4. The customer is only entitled to set-off or to exercise rights of retention if the counterclaim is undisputed or has been legally established. Furthermore, the customer is only entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

3.5. Insofar as reasonable for the customer, we are entitled to partial performance and to performance before the expiry of the performance or delivery period. The delivery times, deadlines and dates stated by us are non-binding unless expressly agreed otherwise in writing. Delivery times, if agreed without obligation, are only approximate. Deadlines always fall on working days; Saturdays are not considered working days. Agreed deadlines shall commence upon conclusion of the contract, but not before receipt of an agreed down payment or any required cooperation by the customer; the same shall apply accordingly to changes in deadlines. We shall only be in default if we receive a written reminder after the due date.

3.6. Unless other conditions have been agreed, the customer shall only receive a simple, non-exclusive and non-transferable right to use the software on the agreed number of computers in accordance with the contract; use by third parties (e.g. in the case of outsourcing) for the customer shall require our prior consent. If our scope of delivery also includes third-party software, the licence conditions of that third party shall also apply.

3.7. The risk shall pass to the customer when the goods have left our works or warehouse (or, in the case of drop shipments, the works or warehouse of our sub-supplier), even if partial deliveries are made or we have assumed other services (e.g. shipping costs, delivery or installation). If dispatch is delayed or does not take place as a result of circumstances for which we are not responsible, the risk shall pass to the customer from the date of notification of readiness for dispatch. We will take out the insurance policies requested by the customer at the customer's expense and on its behalf.

4. LEASING OF SYSTEMS

4.1. Unless otherwise agreed, the rent is to be paid monthly in advance, no later than the 3rd day of a calendar month.

4.2. Unless a fixed rental period has been agreed, the parties may terminate the rental relationship with two weeks' notice effective at the end of the month. The right to extraordinary termination remains unaffected. In particular, we are entitled to terminate the rental relationship extraordinarily and without notice if (i) the customer is in arrears with two rents or other claims amounting to two rents for more than one month, (ii) the customer does not use the system in accordance with the agreed rental purpose despite a warning, (iii) the customer does not fulfil other obligations from this contract

despite a warning or (iv) the customer makes the rental object available to a third party for use without our consent. § 545 of the German Civil Code (BGB) (tacit extension of the rental relationship) does not apply. Notices of termination must be given in writing.

4.3. The customer shall inform us immediately of any defects in the rented system and of any measures required to protect the system against an unforeseen risk.

4.4. In the event of official orders (e.g. seizure or attachment), the customer must immediately draw attention to our ownership and notify us. The customer shall also inform us immediately if there is an application to hold an enforced auction or to take the location of the system into receivership or foreclose on the customer's assets. The customer shall bear the costs for the measures to prevent or remedy access by third parties.

4.5. The customer may not change the location of a system rented from us without our consent. We may check the condition and operational readiness of the system ourselves or through third parties at any time during normal business hours. The customer shall maintain the system. Repair measures must always be agreed with us.

4.6. The system must be returned no later than the end of the rental period in a condition in accordance with the contract. Otherwise, the customer shall pay compensation for use in the amount of the agreed rent until the system is returned in accordance with the contract. If the customer does not comply with the obligation to return the system in due time, we may set the customer a grace period of two weeks and, after the expiry of this period, have the system returned at the customer's expense and risk. Effective immediately, the customer grants us or third parties which we commission access to the location of the system for the purpose of return transport.

5. DEFICIENCIES

5.1. The IT services shall be free of defects if they comply with the agreed quality indicated by the product or service description and the written order confirmation. Public statements, promotions and advertising by us, the manufacturer or assistants are of no relevance to the quality.

5.2. The Customer shall inspect the IT services for recognisable defects immediately after delivery in the case of deliveries and immediately after acceptance in the case of services. In the event of non-compliance with the obligation to inspect, a recognisable defect shall be deemed to have been approved. Defects recognised during an inspection shall be notified without delay in the same way as defects recognised later; otherwise, the defect in question shall be deemed to have been approved.

5.3. The customer shall give us the opportunity to verify notices of defects, including by third parties. If the notice of defect turns out to be unfounded, the customer shall be obliged to reimburse us for the expenses incurred for the inspection. Repair services which are not justified by a defect in the goods shall be invoiced at our usual prices.

5.4. In the event of defects, we shall, at our discretion, remedy the defect or make a new delivery / re-perform (subsequent performance). In the event of failure, unreasonableness or refusal of subsequent performance, the customer may reduce the remuneration or – in the case of defects that are not merely insignificant – withdraw from the contract or claim damages in accordance with clause 7. Only in urgent cases of danger to operational safety and to prevent disproportionately large damage shall the customer, after having notified us of this without delay, have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary costs from us.

5.5. Expenses incurred in connection with subsequent performance due to the fact that a delivery has been taken by the customer to a place other than the agreed place of performance shall only be borne by us if agreed in writing.

6. COOPERATION OF THE CUSTOMER

6.1. The customer is aware that the IT services depend to a large extent on the customer's complete and timely cooperation (including provision of materials). The customer shall ensure that all acts of cooperation required for the performance of the IT Services are performed in good time (e.g. qualified employees, hardware and software environment in accordance with our specifications, the timely provision of access or entry, the timely handover of access data).

6.2. Obligations to cooperate are material obligations of the customer. Insofar as the customer does not fulfil its obligations to cooperate in a timely or sufficient manner, we shall be released from the obligation to provide the services. Additional expenses and costs incurred by us due to non-compliance with the obligations to cooperate shall be borne by the customer.

6.3. The customer shall notify us as early as possible of any planned changes to the hardware and software environment, insofar as this is relevant to the IT services. Otherwise, the cost of the IT services may increase considerably, performance times may be delayed and restrictions on IT services may be possible.

6.4. All cooperation services of the customer are free of charge for us. If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled, without prejudice to further claims, to demand compensation for the damage incurred by us in this respect, including any additional expenses.

7. LIABILITY

7.1. Claims of the customer for damages are excluded. Exceptions to this are claims for damages by the customer arising from injury to life, limb or health or from the breach of material contractual obligations as well as liability for other damages based on an intentional or grossly negligent breach of duty by us, our legal representatives or our vicarious agents. An obligation is material to the contract if its non-observance materially jeopardises the achievement of the purpose of the contract or order.

7.2. In the event of a breach of material contractual obligations, we shall only be liable for the foreseeable damage typical for the contract if this was caused by simple negligence, unless it is a matter involving claims for damages by the customer arising from injury to body, health or life.

Liability for indirect damage and consequential damage, in particular for damage in the event of business interruptions and for loss of profit, is excluded.

7.3. Damages of up to 300,000 euros per claim are deemed to be foreseeable damages typical for the contract.

7.4. The above provisions shall also apply in favour of our executive bodies, legal representatives, employees and other vicarious agents.

7.5. The restrictions of this clause 7 do not apply to liability for intent, guaranteed qualities, due to injury to life, limb or health or under the German Product Liability Act.

7.6. If we withdraw from the contract due to a culpable breach of obligations by the customer, we may demand 15% of the agreed remuneration (in the case of a continuing obligation: up to 15% of the agreed remuneration up to the next possible termination date by ordinary termination or setting of a time limit) as liquidated damages without further proof. We reserve the right to prove greater damage as well as the right of the customer to prove that less damage has occurred.

7.7. We shall only be liable for the loss of data and its recovery in accordance with the above provisions insofar as such loss could not have been avoided by reasonable and usable data backup measures on the part of the Client. In all other respects, liability is limited to the typical recovery costs that would have been incurred if back-up copies had been made regularly and in accordance with the risk.

8. LIMITATION OF ACTIONS

8.1. The limitation period for defects is one year. This shall not apply insofar as longer periods are mandatory pursuant to §§ 438(1), no. 2 (buildings, items for buildings), 479(1) (claims under a right of recourse) or 634a(1), no. 2 (construction defects) of the German Civil Code (BGB). This also does not apply to claims for damages for physical injury or damage to health or which are based on intent or gross negligence on our part or on the part of our vicarious agents.

8.2. The limitation period for claims by the customer for damages that are not based on a defect is one year. The statutory limitation of claims due to intent or gross negligence, for injury to body or health

and those based on the German Product Liability Act shall remain unaffected.

8.3. The limitation period shall commence in accordance with the statutory provisions.

9. RETENTION OF TITLE

9.1. We reserve title to our deliveries ("Reserved Goods") until full payment of all claims, including future claims, arising from the entire business relationship, including all ancillary claims, and until bills of exchange and cheques have been honoured. In the case of a current account, the reserved property shall be deemed security for the outstanding balance.

9.2. Treatment and processing of the Reserved Goods shall be carried out on our behalf, free of charge and without obligation for us. If the Reserved Goods are processed, combined or commingled with other goods, we shall acquire co-ownership of the resulting new items in the ratio of the invoice value of the Reserved Goods to the other goods at the time of processing, combination or commingling. The co-owned goods resulting thereafter shall be deemed to be Reserved Goods within the meaning of paragraph 1. If our ownership expires due to combination or commingling, the customer transfers to us with immediate effect the ownership rights to the new goods to which the customer is entitled in the amount of the invoice value of the Reserved Goods and shall hold them in safe custody for us free of charge. Any co-ownership arising hereunder shall be deemed to be Reserved Goods within the meaning of paragraph 1.

9.3. If the Reserved Goods become an integral component of a piece of real property owned by a third party, the customer shall assign to us with immediate effect all claims including ancillary rights arising from the installation – if applicable, up to the amount of our co-ownership share. We hereby accept the assignment.

9.4. The customer is permitted to resell Reserved Goods which are our property or co-property within the scope of its ordinary business operations. The customer shall assign to us with immediate effect all claims against its customers arising from the resale; if we are only entitled to co-ownership of the sold goods, the customer shall assign the claim in accordance with our co-ownership ratios; we hereby accept the assignment. The customer remains authorised to collect claims assigned to us.

9.5. Extraordinary dispositions such as pledging and transfer of ownership by way of security are not permitted. Access by third parties to our Reserved Goods or to a claim assigned to us, in particular seizures, shall be notified to us by the customer without delay. The costs of any necessary interventions shall be borne by the customer.

9.6. If we withdraw from the contract in the event of behaviour contrary to the contract on the customer's part, in particular default of payment, we may demand the return of the Reserved Goods; we are entitled to take possession of the Reserved Goods ourselves. For this purpose, the customer shall irrevocably grant us access to its business premises. Upon request, the customer shall immediately send us a list of the claims assigned to us in accordance with paragraph 9.4 above,

stating the address of the purchaser and the amount of the claim. In addition, the customer shall be obliged, at our request, to notify the third-party debtor of the assignment and to provide us with the information required to enforce our rights or to hand over the necessary documents.

9.7. We undertake to release Reserved Goods and assigned claims at the customer's request, subject to selection, insofar as their value exceeds the amount of the secured claims by more than 20%. The release is effected by transfer of ownership or reassignment.

10. FINAL PROVISIONS

10.1. The place of jurisdiction for legal disputes arising from and in connection with deliveries or the provision of services is our registered office. However, we are also entitled to assert claims at the customer's place of business.

10.2. German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.

10.3. Should individual provisions be invalid, this shall not affect the validity of the remaining provisions.