

## Standard Terms and Conditions for the Provision of Services

### Section 1 Subject of the agreement

- (1) The Parties to the Agreement agree to perform the services listed in this Agreement for the Customer.
- (2) ACTANO does not guarantee the success of services such as training, consulting and workshops, only that the services will be provided by suitably qualified staff. The time and place where the services are provided shall be agreed by the Parties to the Agreement.
- (3) Other services will be provided within the scope of projects and must be acknowledged by the Customer when they have been provided.
- (4) The content, scope and special terms and conditions of project services to be provided by ACTANO shall be regulated separately. Changes and additions to the content and scope of project services to be provided shall be agreed mutually with the involvement of the persons responsible for the projects from both Parties.
- (5) ACTANO and the Customer shall agree on the type, content, scope and price of the specific services in a separate agreement. The separate agreement shall also describe the services, the rough and detailed concepts and specifications.
- (6) Changes and additions shall be binding only when they are in writing and attached as an appendix to the Agreement. If the scope of the order should incur added costs due to the changes, these shall be paid by the Customer and will be billed separately.

### Section 2 Cooperation between the Parties to the Agreement

- (1) The Parties agree to work together closely and efficiently in all phases of the project, for which the personnel, organisational, functional and technical responsibility of the Customer is essential; in particular the Customer shall
  - (a) specify the requirements for the subject of the Agreement in adequate written form;
  - (b) ensure that the Contractor is provided with all the documents and information and advance services it needs to perform its duties on time and in a suitable quality, complete, without errors and free of contradictions;
  - (c) document errors detected in test or actual operation in a reproducible or at least understandable manner and shall inform ACTANO of these without delay;
  - (d) decide about investments required within the scope of the project in a timely manner and also initiate these investments.
- (2) These duties of cooperation apply to services performed by the Customer and to all services ordered by the Customer from upstream companies from the Contractor's viewpoint and to all other of the Customer's agents.
- (3) These duties of cooperation apply to services performed by the Customer and to all services ordered by the Customer from upstream companies from the Contractor's viewpoint and to all other of the Customer's agents.
- (4) Other companies commissioned by the Customer to provide services on which the Contractor bases its services or which have an influence on the Contractor's services are deemed to be agents of the Customer.
- (5) The purpose of the Customer's duty of cooperation is to enable the Contractor to provide its services smoothly and in a coordinated manner. The existence of unresolved points may lead to disruptions in the projects and may mean that changes have to be made (update) to the Agreement in terms of performance, time and remuneration.

### Section 3 Delay on the part of the Customer

- (1) If the Customer delays actions within the scope of its responsibility, ACTANO's obligations to provide services, which cannot be provided without these specific services or only with disproportionate additional effort, shall be suspended for the duration of the delay. The Customer shall pay ACTANO any additional expenses caused by this in addition to the agreed remuneration on the basis of the respective applicable rates for the service. ACTANO retains the legal right to terminate the Agreement.

### Section 4 Performance periods

- (1) The periods listed in the Agreement or in individual quotes in the project shall apply. These periods shall be binding only if they are marked explicitly as contractual periods in the documents and the statutory consequences of delay for non-fulfilment may then be applicable.
- (2) If the Contractor's performance is rendered difficult/hindered by a circumstance in the Customer's area of risk, the Contractor may claim to have the performance periods and contractual dates prolonged.
- (3) If the activities are commenced earlier or later than planned, this shall have effects on the Contractor's contractual deadlines and the agreed prices. The individual deadlines in the Contractor's

time schedule shall be the basis of the subsequent deadlines. If the Customer's duties of cooperation or services provided by upstream companies should be delayed, the performance periods for the Contractor shall be prolonged by the length of time by which the Customer's duties of cooperation or services provided by upstream companies are delayed.

### Section 5 Warranty for services

- (1) The Contractor shall provide warranty within the scope of the German laws on service contracts according to Section 611 ff of the German Civil Code (BGB).

### Section 6 Remuneration and terms of payment

- (1) The price quoted in the quote for the respective project or in the Agreement shall apply.
- (2) Remuneration for the services that are provided shall be paid:
  - a) each month according to the expenditure in the form of advance payments, the Customer shall make payments within 18 days of receiving the invoice. The Customer shall be in default only after 30 calendar days, assuming the Contractor has fulfilled all of its obligations which are the subject of the advance payment.
  - b) If no travel expenses have been agreed, travel expenses shall be paid by the Customer at actual cost. Per-diem charges shall be invoiced in accordance with legal guidelines, blanket amounts per kilometre will be charged at €0.5 per km, in addition to other travel expenses.
  - c) Travelling times will be invoiced at 50% of the agreed daily/hourly rate.
  - d) All prices are net plus statutory valued added tax.
  - e) The remuneration is stated explicitly in the specific quote.
- (3) If the bases of the prices are changed due to a change at the Customer's business, a new price shall be agreed that takes account of the Contractor's reduced or additional expenses. If the Customer requests a service that was not envisaged, the Contractor shall be entitled to additional remuneration. The Parties shall agree on remuneration before the service is performed. In such case the Contractor is not obliged to provide advance performance.
- (4) The Contractor's costing and pricing assumes that the services can be provided without disruption. In case of changes, the monetary changes for elements of the Agreement shall be based on the costing fundamentals for pricing in the Contractor's main agreement.
- (5) If the parties cannot agree on a change requested by the Customer, both parties shall try to reach agreement on the subsequent effects. In such case the Customer and Contractor shall try and find a solution that suits both parties.

### Section 7 Liability

- (1) ACTANO's liability to provide services is based on material damage and financial loss caused by gross negligence or intent. The maximum liability shall be limited to the order value of the agreed service. Personal injury shall be excluded from the liability limitation.

### Section 8 Final provisions

- (1) If this Service Contract is concluded as an appendix to the Software Licence Agreement, the provisions of this Agreement shall apply in addition to the conditions of use for RPLAN software licences and exclusively for the services to be provided.
- (2) The validity and the interpretation of this Agreement are subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts and the International Sale of Goods shall not apply.
- (3) The place of jurisdiction shall be the Contractor's registered office.
- (4) These terms and conditions of business together with the specific quotes for the project and the documentation listed there contain the entire contractual agreements between the Parties. For any agreement that is formed the Contractor's Standard Terms and Conditions shall apply exclusively, no other Standard Terms and Conditions shall apply, even if the Contractor has not explicitly objected to this.
- (5) Should any individual provision or any part of any provision of this Agreement be or become void or unenforceable, the validity of the remaining provisions shall in no way be affected. The Parties to the Agreement shall make all attempts to achieve the purpose of the Agreement and to rectify the partial nullity without delay. In such case the void and/or unenforceable provisions shall be replaced by relative provisions coming as close as possible to the sense and spirit and purpose of this Agreement.