General Terms and Conditions
Work and Services [*Werk- und Dienstleistungen*].

1 Parties to the agreement
The agreement is concluded between T-Systems International GmbH (hereinafter referred to as T-Systems), Hahnstraße 43d, 60528 Frankfurt, Germany (registered with Frankfurt am Main Local Court HRB 55933) and the customer.

2 Subject matter of the agreement
2.1 The subject matter of the agreement is specified in these General Terms and Conditions and the relevant Service Specifications and Price Lists. These set forth the terms governing the work and services provided by T-Systems.

2.2 Diverging provisions shall be made in writing. The provision of a guarantee for specific characteristics (condition) shall require written confirmation by T-Systems in order to be valid.

2.3 The customer's general terms and conditions shall not become a part of the agreement, even if they are attached to requests for proposals, orders, acceptance declarations, etc. and if no objection is made.

3 Agreements and proposals
3.1 Unless otherwise stipulated by a separate arrangement, the agreement shall be deemed established upon receipt of the order confirmation, or upon provision of the work or service by T-Systems at the latest.

3.2 Dates or deadlines for the delivery of goods and the performance of work or services stipulated in agreements shall be binding only if they were designated as such in writing by T-Systems.

3.3 All offers by T-Systems are subject to change, unless explicitly stated otherwise in the offer.

4 Shipping and transfer of risk
4.1 For any shipment in conjunction with the performance of work or services, the risk shall be transferred to the customer as soon as T-Systems has delivered the items to the person responsible for shipping.

4.2 The customer shall inspect the external condition of the shipment and the work or service without undue delay upon receipt and report any transport damage to the person responsible for shipping, secure the evidence, and inform T-Systems and the sender by telephone and in writing without undue delay.

5 Work and services performed by T-Systems
5.1 Work

5.1.1 By agreement and subject to technical and operational feasibility, T-Systems shall perform software development work and other work. The work shall be based on the current state of the art.

51.2 If the agreed work involves software development, the scope of work shall include a copy of the software in the form of object code as well as operating instructions (user documentation or online help).

5.2 Services

5.2.1 By agreement, T-Systems shall provide consulting and support services for the customer. The services shall be based on the current state of the art.

5.2.2 T-System's services shall be performed exclusively to support the customer in a project that the customer is solely responsible for implementing. In connection with the performance of its services, T-Systems shall assume no responsibility for any specific result.

6 Acceptance of work
6.1 In the case of work, T-Systems may provide partial deliveries or partial work for acceptance (partial acceptance). These include: self-contained phases for the completion of specified phases or provision of specified work, self-contained and thereby operational portions, self-contained documents or parts of documents.

6.2 The customer shall effect and declare acceptance (partial acceptance) of each work performed by T-Systems without undue delay. T-Systems is entitled to participate in each acceptance procedure.

6.3 Software shall be accepted by carrying out a function test. This test is successful if the testing procedures agreed on for this purpose produce no substantial defects.

6.4 If no substantial defects are reported within thirty calendar days, or within any other agreed acceptance period, after submission for acceptance (partial acceptance), or if the customer incorporates the work results into its productive operations, the work shall be deemed to have been accepted.

7 The customer's duties and obligations
7.1 The customer shall ensure that all items and services it is required to contribute are provided in good time, in the required scope, and free of charge for T-Systems.

7.2 The customer shall give T-Systems employees all support they require for their work at the customer's location. As part of this support, the customer shall
- ensure that a qualified employee is available for support at the place of performance;
- ensure that the employees assigned by T-Systems are granted free access to the relevant computer and software at the agreed time;
- ensure that items provided by the customer comply with work safety regulations for the benefit of T-Systems employees;
- provide T-Systems employees in good time with the information that they need for their activities;
- provide T-Systems employees with adequate and appropriate work space, including tools and materials, where they are required to work at the customer's premises to fulfill the agreement.

7.3 Data media provided by the customer must be flawless both technically and in terms of content. If this is not the case, the customer shall compensate T-Systems for any and all damage arising from the use of such data media and shall indemnify T-Systems and hold it harmless from any claims by third parties.

7.4 If the customer does not contribute to the work or services to the extent necessary or not in good time or in the agreed manner, the customer shall bear any consequences resulting therefrom (such as delays, added cost).

7.5 T-Systems and its vicarious agents [*Erfüllungsgehilfen*] shall be indemnified against all claims by third parties that are based on the illegal use of the copyright-protected work or services by the customer or with the customer's consent, or which arise from litigation involving data protection or other laws in conjunction with the use of the work or service. The customer shall notify T-Systems in writing without undue delay if third parties claim that it has violated their rights. The customer shall not recognize any violation of rights claimed by third parties and either have any and all disputes handled by T-Systems or handle such disputes only in agreement with T-Systems.

7.6 The customer must report defects in writing with a comprehensible description of symptoms, and to the extent possible should include written records, hard copies, or other documents illustrating the defects.

8 Right of use
8.1 For all work or services performed by T-Systems and protected by copyright law, the customer shall be granted a non-exclusive, non-expiring right, which cannot be sublicensed, to use that work or these services for its own internal purposes.

8.2 If the customer is granted an exclusive right of use by agreement, and if the agreement is terminated by the customer prior to final completion of the work due to reasons for which T-Systems is not responsible, the customer shall receive only a non-exclusive right

of use to the work results provided.

8.3 Copyright notices, serial numbers and any other features that serve to identify the program may under no circumstances be removed or modified. The same applies to preventing such features from being displayed on screen.

9 Reservation of ownership

T-Systems shall retain ownership and rights to be granted until the amount owed has been paid in full. Until this time, the rights shall always be preliminary rights and may be withdrawn by T-Systems at its discretion.

10 Compensation and due date

10.1 Compensation and ancillary costs are, in principle, net prices plus any applicable statutory taxes and duties.

10.2 Starting on the day on which the work or service is initially performed, monthly charges shall be payable for the rest of the month on a pro rata basis. Afterwards, these charges shall be paid on a monthly basis in advance. If the charge is to be calculated for parts of a calendar month, it shall be calculated on a pro rata basis for each day. The full monthly price shall be charged if the customer terminates the agreement within less than one month after the effective date of the agreement; this shall not apply to any termination for good cause.

10.3 If the compensation is calculated according to actual time and expenses incurred, these costs shall be based on the generally valid prices of T-System at the time the agreement is concluded, unless otherwise agreed. In this case, T-Systems shall document the type and duration of the activities and attach this information to the bill.

10.4 If compensation is agreed at a fixed price, T-Systems shall have the right to receive installment payments for self-contained portions of the work. The installment payments for the work or services performed shall be due and payable upon completion of the following project phases:
- Commencement of the agreement
- First partial delivery
- Submission for acceptance
- Acceptance

10.5 In addition to compensation, T-Systems shall also charge incurred travel expenses on a monthly basis after the fact. Travel time shall be billed according to the agreed hourly rate. If the working hours or travel time are outside normal working hours, the following surcharges on the compensation are charged for each hour of work:
- 50 percent on weekdays (Monday to Friday) between 12 midnight and 6 a.m. and between 8 p.m. and 12 midnight.
- 100 percent on Saturdays, Sundays, and holidays.

10.6 The amount due shall be paid to the account indicated on the bill. It shall be credited to the account within ten days after receipt of the bill. In the event that the customer furnishes a SEPA direct debit mandate, T-Systems shall not debit the agreed account with the billed amount until the seventh day following receipt of the invoice and the SEPA Pre-notification.

10.7 For any direct debit not honored or returned, the customer shall reimburse T-Systems for the costs it incurred to the extent that the customer was responsible for the event giving rise to the costs.

10.8 The customer may only offset undisputed counterclaims or counterclaims that have become res judicata. The customer shall only be entitled to assert a right of retention for counterclaims arising from this agreement.

11 Objections

Any objections to the amount of the prices of T-Systems shall be lodged with T-Systems immediately after receipt of the bill. T-Systems must receive objections within eight weeks after receipt of the bill. If the customer fails to raise objections in time, the bill shall be deemed accepted; T-Systems shall make specific reference in the bills to the consequences of failing to raise an objection in time. This stipulation shall be without prejudice to any legal claims the customer has in the case of objections filed after the deadline.

12 Changes in General Terms and Conditions, Service Specifications and prices

T-Systems shall have the right to change the General Terms and Conditions, the Service Specifications or the prices within a suitable notice period, provided that the change is reasonably acceptable to the customer, taking T-Systems' interests into account. The customer shall be notified of the change in writing. If changes are made to the customer's detriment, the customer shall have a special right of termination at the time the change goes into effect. In its change notice, T-Systems shall bring the customer's attention to this special termination right as well as to the fact that the change will go into effect unless the customer exercises its special termination right within the specified period.

13 Default

13.1 If the customer defaults on the payment of the charges, or a more than insignificant part thereof, for two consecutive months, T-Systems may terminate the agreement without notice.

13.2 T-Systems reserves the right to assert any other claims arising from a default in payment.

14 Defects in quality and title [*Sach- und Rechtsmängel*] of work

14.1 If the performance of work ist defective so as to impair contractual use thereof to a more than insignificant extent, the customer shall have the right to demand that T-Systems, at its own choice, either make subsequent improvements or provide the service again (subsequent performance [Nacherfüllung]). If the customer has set a reasonable grace period for T-Systems after an initial demand for action, and T-Systems has refused to effect subsequent performance, or if subsequent performance is unsuccessful, the customer shall – with regard to the elimination of defects – have the right to demand either rescission of the agreement or reduction of the compensation. If the deviation of the service from the agreed condition is insignificant and does not limit its serviceability, the customer may only demand a reduction of the compensation.

14.2 If T-Systems has performed work to detect a fault after a problem was reported, and if no defect in quality [*Sachmangel*] is found, the customer shall bear the costs resulting therefrom. In calculating the costs, T-Systems shall use the rates of remuneration valid at the time of work.

14.3 The liability for defects in quality shall not apply to work provided by T-Systems that has been modified or otherwise interfered with by the customer, unless the customer proves that the intervention did not cause the defect. The liability for defects in quality shall also not apply if the customer fails to report the defect to T-Systems in writing without undue delay after it becomes apparent, or if the work is not used under the contractually agreed conditions as stipulated in the documentation.

14.4 A defect in title [*Rechtsmangel*] to the contractual work shall exist if the rights required for use as provided by the agreement have not been effectively granted. In the event of defects in title, T-Systems shall honor its warranty, at its own choice, by providing the customer with a legally unobjectionable way to use the contractual work or by taking back the contractual work upon deduction of a reasonable compensation for usage. The latter shall be permissible only if T-Systems cannot be reasonably expected to provide a different remedy.

14.5 Claims of the customer arising from necessary expenses incurred for the purpose of subsequent performance – in particular, the cost of transportation, labor and materials – shall be precluded to the extent that the expenses are increased by the fact that the work was performed at a place of performance other than the one stipulated in the agreement.

14.6 The customer shall be entitled to warranty claims against T-Systems for one year from acceptance of the work.
This restriction shall not apply to compensation claims that are based on the violation by T-Systems of claims to subsequent performance in the event of defects. Compensation claims based on refusal to provide subsequent performance may only be asserted within the statutory period of limitation if the claim to subsequent performance is asserted by the customer within the reduced period for material defect claims.

14.7 The provisions set forth in Item 15 shall apply to any claims for damages.

15 Liability

15.1 T-Systems shall be liable to the customer
a) for any damage caused by willful intent or gross negligence on the part of its legal or vicarious agents,
b) in accordance with the Product Liability Act and
c) for damages arising from loss of life, bodily injury or damage to health caused by the provider, its legal or vicarious agents.

15.2 T-Systems shall not be liable in the event of slight negligence unless a significant contractual obligation has been violated whose fulfillment is a prerequisite for the proper performance of the agreement or the infringement of which jeopardizes the achievement of the purpose of the agreement, and upon whose compliance the customer can normally rely.

This liability for any property or pecuniary damage shall be limited to foreseeable damage that is typical for the agreement. This shall also apply to lost profit and unachieved savings. Liability for any less direct consequential damage shall be precluded.

If a one-time payment is agreed upon, the liability for property damage and pecuniary damage shall be limited to 10 % of the net order volume per damage event, and to 25 % of the net order volume for all damage occurring within a single contract year. If a recurring payment is agreed upon, the liability for property damage and other damage shall be limited to 10 % of the net annual charge per damage event, and to 25 % of the net annual charge for all damage occurring within a single contract year. Further liability can be agreed between the Parties upon conclusion of the agreement for an additional charge. A separately agreed liability amount shall have priority. Liability as stipulated under 15.1 shall remain unaffected by this paragraph.

In addition to and with priority, T-Systems liability in the event of slight negligence - irrespective of the legal grounds - shall be limited to EUR 2.5 million. Liability according to 15.1 b) shall remain unaffected by this paragraph.

15.3 T-Systems shall only be liable for claims for damages based on a warranty if this is explicitly incorporated in the guarantee. In the case of slight negligence, this liability is subject to the limitations set out under 15.2.

15.4 In the event of a loss of data, T-Systems shall be liable only for the necessary cost of recovering the data in cases where the customer has properly backed up the data. In the case of slight negligence on the part of T-Systems, this liability shall apply only if the Customer properly backed up the data immediately prior to the event leading to the data loss.

15.5 Items 15.1 through 15.4 shall apply accordingly to claims for the reimbursement of expenses and any other liability claims asserted by the customer against T-Systems.

16 Term and termination for service agreements
If the agreement provides for no specific contractual term, each party may terminate the agreement by giving three months' notice, effective from the end of a calendar quarter. Notice must be given in writing.

17 Export
The customer shall observe, on its own responsibility, the import and export regulations to be applied to the products or work or services provided, in particular the regulations of the United States of America. The customer shall pay any customs duties, fees and other charges that are incurred for the cross-border delivery of products and work or services. The customer shall carry out all legal and administrative procedures in connection with the cross-border delivery of products or work or services on its own responsibility.

18 Confidentiality
The parties shall be obligated toward each other for an unlimited period of time to treat as confidential any business and trade secrets as well as any details specified as being confidential that become known to them in connection with the performance of the agreement. Information may be divulged to third parties not involved in carrying out the order only with the prior written consent of the other party. Affiliated companies of the parties to the agreement as defined by Section 15 et seq. of the German Stock Corporation Act [Aktiengesetz – AktG] are not third parties. The parties to the agreement shall also require their employees and any third parties involved to accept these obligations. T-Systems shall be authorized to pass confidential information on to subcontractors if the latter have undertaken to maintain secrecy in this respect.

19 Force majeure
19.1 T-Systems shall not be liable for occurrences of force majeure that significantly hinder contractual performance or temporarily hamper or render impossible the due performance of the agreement by T-Systems. Force majeure shall be deemed to include all circumstances that are independent of the intention and influence of the parties, such as natural disasters, governmental measures, decisions by authorities, blockades, war and other military conflicts, mobilization, internal unrest, terrorist attacks, strikes, lockouts and other work-related unrest, confiscation, embargoes or other circumstances that are unpredictable, serious and not due to the parties' fault and that occur following the conclusion of this agreement.

19.2 If one of the parties is prevented from fulfilling its contractual obligations due to force majeure, this shall not be considered to be a violation of the agreement, and the periods set out in the agreement or on the basis of the agreement shall be extended reasonably, depending on the duration of the impediment. The same shall apply if T-Systems depends on the work or service of a third party, and this work or service is delayed as a result of force majeure.

19.3 Each party shall undertake all necessary and reasonable actions within its control in order to limit the extent of the consequences which were caused by the force majeure. The party affected by force majeure shall in each case notify the other party in writing of the beginning and end of the impediment without undue delay.

20 Miscellaneous
20.1 T-Systems shall be entitled to perform the work or services by subcontracting work or services to third parties (subcontractors). T-Systems shall be liable for work or services performed by subcontractors to the same extent that it is liable for its own actions.

20.2 T-Systems or Subcontractors engaged by T-Systems shall provide the Services agreed upon or parts thereof in countries belonging to the European Union or another country listed in the Service Description. T-Systems or Subcontractors engaged by T-Systems may relocate the place of performance for all or part of the Services at their free discretion. In the event of a relocation of Services to countries outside the European Union which are not listed in the Service Description T-Systems shall notify the Customer of the intended relocation. Insofar as T-Systems does not receive a notification by the Customer within a time period of four (4) week after receipt of the notification regarding the intended relocation that a relocation is not admissible due to serious grounds, the relocation shall be deemed to have been approved by the Customer.

20.3 If any provisions of the agreement are or become invalid or if a lacuna becomes evident, this will not affect the validity of the remaining provisions. In place of the invalid provisions, or to remedy the lacuna, a commensurate provision shall be introduced that comes as close as possible to what the parties may be presumed to have intended according to the spirit and purpose of the agreement.

20.4 The place of jurisdiction for all disputes arising from or in connection with this agreement shall be Frankfurt am Main. Any exclusive place of jurisdiction shall have priority.

20.5 The customer shall not be entitled to transfer any rights and obligations under this agreement to a third party unless with the prior written consent of T-Systems.

20.6 The contractual relations between the parties shall be subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.