

1 Subject of the contract

- 1.1 The Company provides the Customer with the Services (hereinafter referred to as "Services") defined in the Appendices in accordance with the terms of this Master Agreement and of the Appendices.
- 1.2 Unless otherwise agreed by the Parties in writing, the Services for the purposes of this Master Agreement and the Appendices include in particular:
 - a. the development and implementation of data processing projects and/or the development of computer programs and documentations by the Company;
 - b. the development of concepts, studies and expert opinions by the Company;
 - c. consultancy and support to the Customer by the Company.
- 1.3 A binding agreement for the provision of Services shall come into effect upon signing of an Appendix setting forth the specifications of the Services, the remuneration payable and other Service specific provisions. This Master Agreement forms an integral part of any Appendix.
- 1.4 Both parties may withdraw from negotiations without any financial consequences until an Appendix has been signed. In particular, all activities of the Company prior to the execution of an Appendix, e.g. marketing, clarifications, consultations, preparation of tenders, travel etc. are provided free of charge. For preparations of tenders requiring foreign travel or causing considerable expenditure, an Appendix must be made detailing the settlement of expenses and any payments that may arise.
- 1.5 The Company may engage third parties ("other auxiliary personnel") to provide parts of the Services. However, the Company remains solely responsible to the Customer for providing the Services. Any contract with such third parties must include the stipulations by such third parties set forth in Clauses 10-12 of this Master Agreement in favour of the Customer.
- 1.6 If there is an inconsistency between any of the provisions of the Master Agreement and an Appendix, the provisions of the Appendix prevail.

2 Company Responsibilities

2.1 The Company agrees to provide the Services in accordance with this Master Agreement and the Appendices and to carefully select, train, supervise and control the managers, employees and other auxiliary personnel used. The Company is committed to providing professionally operating managers, employees and other auxiliary personnel. The names of the managers, employees and other auxiliary personnel responsible for the Services are, as a rule, to be listed in the Appendices.

2.2 The Company agrees to provide reports on the progress of the work at least monthly. If times and materials based remuneration is agreed, the Company additionally shall inform the Customer of the progress made in relation to the costs accumulated.

If the Company is remunerated on a time and materials basis, the Company must submit the relevant work reports to the Customer each at least each month for verification, approval and sign-off by the Customer.

2.3 The Company uses the machines and programs assigned by the Customer, provided that their use is required to provide the Services.

2.4 The Company shall provide clarification with respect to facts which jeopardise the performance in accordance with the Appendix in question or which could lead to inexpedient solutions.

2.5 The Company shall ensure that all managers, employees and other auxiliary personnel of the Company working in the Customer's premises or on the Company's systems observe the rules and safety regulations made known to them by the Customer. If these rules and regulations obstruct workmanlike fulfilment of the performance, the Customer must be informed by the Company in writing.

2.6 Documents (first drafts, analyses etc.) are to be drawn up in English.

3 Customer Responsibilities

3.1 The Customer agrees to carefully select, train, monitor and supervise those of its employees that are involved in the provision of the Services.

- 3.2 As far as possible and necessary, the Customer makes available to the Company at its discretion the rooms and machines suitable for rendering the Services.
- 3.3 The Customer agrees to support the Company's activities in performance of the Services. In particular, the Customer supplies the Company with all documents, data and information necessary for the performance of the Services, takes part in the acceptance procedures in accordance with Clause 7 below and creates any further preconditions necessary for the provision of the Services by Company.
- 3.4 If the Company's performance only consists of consultancy and Customer support (Clause 1.2 c. hereinabove) the Customer is responsible for the correctness and expedience of the job orders and the supervision and verification of the Services to be rendered.

4 Deadlines

- 4.1 Start, interim and final dates shall be set out in the Appendix. Any delays that may arise must be notified as soon as possible and must be corrected.
- 4.2 Unless otherwise agreed in the Appendix, deadlines are binding. If the Company cannot meet a deadline, the Customer shall fix an appropriate time limit for subsequent performance by the Company. If the Company does not fulfil during this additional time limit for any reason other than a breach Customer's duties, the Customer shall, in addition to its other rights, have the right to withdraw in whole or in part from the Appendix or to request performance after expiry of a second appropriate time limit for subsequent performance set by the Customer.
- 4.3 If the Company does not meet a deadline because products or services by a third party forming part of the Services to be rendered by the Company are not available or are defective, the Customer is entitled to proceed in accordance with the preceding Clause 4.2, unless otherwise agreed in the respective Appendix.

5 Amendments

- 5.1 The Parties may request changes to the agreed Services and dates at any time during the fulfilment of an Appendix in writing. The receiving Party informs the requesting Party in writing within 10 working days – unless otherwise agreed in the Appendix – whether and under which prerequisites and conditions the amendments are possible. If the receiving party affirms this, the requesting Party shall decide within the same period of time whether the change shall be

implemented under the prerequisites and conditions offered by the receiving Party.

- 5.2 Amendments to the Services and any adjustments of remuneration, dates and other items shall be set forth in writing in the Appendix.
- 5.3 While the Customer's proposals for amendment are reviewed by the Company, the Company shall only continue its work as far as the Customer requests this. If the Customer does not request that work is continued and if the amendment is then not made, any time for performance is deemed extended by the duration of the suspension of work by the Company for the purpose of this Clause 5.3.

6 Remuneration and Terms of Payment

- 6.1 The Parties shall set forth in the Appendix whether the Company renders its Services at a times and materials based price or at a fixed price. Unless otherwise agreed, for Services at a times and materials based price a cost limit (the "Ceiling") shall be fixed in the Appendix, which shall not be exceeded by the Company; in the case of the Ceiling being exceeded, the additional costs are to be borne by the Company.
- 6.2 The remuneration on a times and materials base must be itemised in the Appendix by cost types and cost unit rates. The amount of the cost unit rates must be set forth in the Appendix.
- 6.3 Unless otherwise agreed in the Appendix, the agreed remuneration includes packing, transport and insurance costs as well as secretarial costs and expenses and VAT. Unless otherwise set out in the Appendix, other additional expenses like travel and accommodation costs as well as telecommunications charges accrued by the Company are invoiced separately in accordance with the provisions in this agreement. If the Services are rendered at a fixed price, all costs and expenses are included in the agreed remuneration unless otherwise set out in the Appendix.
- 6.4 In case of remuneration on a times and materials basis, billing is based on the work reports signed monthly by the Customer. In the case of an agreed fixed price, billing shall be in accordance with the due dates of the instalments set forth in the Appendix; in all cases 30% of the remuneration sum of the Appendix concerned is not owed until completed acceptance.
- 6.5 The remuneration is due within 30 days from the billing date.

7 Acceptance

- 7.1 Unless otherwise agreed in the Appendix, for the Services in accordance with Clause 1.2 a. of this Master Agreement an acceptance test shall take place; the acceptance test period ("Acceptance Test Period") shall last six months from the Customer having confirmed delivery of the Services in writing. The Customer may examine the delivery and notify defects during the entire Acceptance Test Period. The Company must prove that it is meeting the performance criteria and/or specifications set forth in the Appendix. The Company shall inform the Customer in writing and in good time prior to delivery of the Services to coordinate the acceptance activities. If the delivery is in conformity with the contractually agreed specifications and/or performance criteria the Parties shall sign an acceptance certificate. Such acceptance shall be subject to remedy of subsequently discovered defects according to Clause 8 below. Partial acceptance can be agreed upon in the Appendix; any partial acceptance shall be subject to the acceptance of the entire Service. In case of partial acceptance the duration of the Acceptance Test Period shall be extended until after acceptance of the last part of the Service. If the Customer does not notify defects to the Company during the Acceptance Test Period in writing or if the Customer starts the productive use, the Services are deemed accepted.
- 7.2 Services according to Clause 1.2 b. and any Services, for which an inspection by the Customer is agreed in the Appendix instead of the joint inspection, are deemed accepted after the Acceptance Test Period set forth in the Appendix has expired, if the Customer does not notify defects to the Company during such period. If no such Acceptance Test Period is set out in the Appendix, such period shall be six months after the Customer has confirmed delivery of the Services. The Customer may examine the deliverables and notify defects during the entire Acceptance Test Period.
- 7.3 If there are defects which do not substantially impair the proper use of the Services, the Services shall be accepted. The Company shall remedy the discovered defects free of charge within a reasonable period of time and shall inform the Customer of their correction. If the Company is unable to remedy the defects within such period of time, the Customer shall, in addition to its other rights, have the right to make a deduction from the remuneration according to the lesser value of the Service or to request performance, if the Company has not

remedied the defects within a second appropriate time limit set by the Customer for subsequent performance.

- 7.4 If there are defects which substantially impair the proper use of the Services, the acceptance shall be postponed. The Company shall remedy the discovered defects free of charge within an appropriate period of time and shall invite the Customer in due time to a new inspection. If the Company cannot remedy these defects within such period of time, the Customer shall, in addition to its other rights, have the right to waive acceptance and to withdraw from the Appendix in question or to request performance, if the Company has not remedied the defects within a second appropriate time limit set by the Customer for subsequent performance.
- 7.5 If the Company is unable to remedy the defects since products or services by a third party that form part of the Services to be rendered by the Company are defective, the Customer shall be entitled to proceed in accordance with Clauses 7.3 and 7.4, unless specifically agreed otherwise in the respective Appendix.

8 Warranty against Defects

- 8.1 Unless otherwise agreed in the Appendix, the warranty period for defects is 6 months from acceptance of the entire Service; if partial acceptance has been agreed upon the warranty period starts running from the acceptance of the last part of the Service.
- 8.2 The Customer is entitled to notify defects during the entire warranty period. In addition to the other rights of the Customer the Customer shall be entitled to request remedy by the Company of all defects notified by the Customer during the warranty period at the Company's cost within an appropriate time period set by the Customer.
- 8.3 With respect to software the Company remedies reproducible defects. The defects have to be notified by Customer enclosing the available documentation material and stating the surrounding circumstances of the defects.
- 8.4 Remedy of a defect shall be: (a) correction of the defect or (b) delivery of a new version or (c) if explicitly accepted by the Customer in writing, making available an appropriate work-around solution.
- 8.5 There is no warranty in accordance with Clauses 8.1 to 8.4 for defects which:

- a. the Customer or a third party based on the Customer's instructions have caused by altering the Service without the Company's consent,
- b. are based on incorrect or inadequate cooperation by the Customer, if the Company has explicitly and in good time notified the Customer of the lack of cooperation or inadequate participation in good time and the Customer has nevertheless not fulfilled its duty to cooperate;
- c. are caused by Customer's use of the Services contrary to the instructions and training by the Company.

9 Liability

9.1 The Company shall be fully liable to the Customer for losses and damages caused to Customer by the Company in connection with the provision of the Services.

9.2 The following exclusions shall apply:

- a. In the case of unintentional or non-negligent acts and omissions the Company shall be liable for direct losses or damages up to the total remuneration set forth in the Appendix concerned.
- b. Company is not liable to Customer for any loss or damage that (i) occurred despite Company having taken all reasonable measures to prevent such loss or damage, and/or (ii) result from events, circumstances or causes beyond Customer's reasonable control (such as zero day exploits).

9.3 The Company's liability for losses and damages resulting from infringements of intellectual property rights and from violations against the duties of secrecy or data protection are excluded from this limitation of liability.

9.4 The obligation to pay liquidated damages may be set forth in an Appendix.

10 Rights to the output

10.1 Unless agreed otherwise in an Appendix, the ownership of Services (e.g. computer programs in sourcecode and objectcode, processes, databases documentations, concepts, expert opinions, studies etc.), to be delivered to Customer is passed to the Customer at delivery of the Services. If computer programs are to be delivered the source code and development documentation and ownership therein shall also be passed to the Customer.

- 10.2 All intellectual property rights, including without limitation patents, copyrights and rights of works of authorship, trademarks and service marks, in all Services already delivered or to be delivered to Customer shall be the sole and exclusive property of the Customer; the Company shall retain no right, title or interest in or to these unless otherwise agreed in an Appendix. The Company agrees to assign and transfer, and does hereby assign and transfer, to the Customer all right, title and interest in them without further consideration. The Customer is in particular authorised to modify and to further develop these, to decide on the type of and time for publication and to defend infringements by third parties with any reasonable means; the Company waives the right to request the disclosure of the origination of them and their modified and/or further developed versions, and any other moral rights that there may exist.
- 10.3 Without further consideration the Company grants to the Customer and guarantees that Customer is granted a non-exclusive, worldwide, fully-paid perpetual right and licence to use, in particular (a) to integrate into its own services, products and works, (b) to reproduce and (c) to grant other parties sublicenses to use any standard software that might be part of the Services delivered by the Company; any such standard software shall be identified by the Company and set forth in the Appendix.
- 10.4 The Company ensures and guarantees that it is authorised to concede, assign, transfer and grant all rights stated in this Clause 10; it guarantees in particular that its managers, employees and other auxiliary personnel, which are engaged in providing the Services have assigned any rights they might have to the Company.

11 Infringement of Intellectual Property Rights

- 11.1 The Company shall defend all claims, which are lodged against the Customer because of infringement of intellectual property rights in connection with this Master Agreement and the Appendices. The Customer shall inform the Company in writing of any claims lodged. The Company shall bear all indemnification and costs imposed on the Customer, provided it has been informed in good time, and an unfavourable settlement of the dispute is not solely caused by the Customer's fault.
- 11.2 If a third party's intellectual property rights have been infringed, the Company has the choice to either secure that the Customer be granted all necessary rights to use the Services or, by refunding all costs accrued by the Customer, to exchange

the Services or to modify them in a way that the infringement of intellectual property right does no longer exist.

12 Secrecy

12.1 The Parties shall keep secret all documents, data and databases and information in or about the other Party's sphere of business ("Information"), which the Parties become aware of by entering into this Master Agreement or by fulfilling the Appendices. This obligation to maintain secrecy comprises all secret Information disclosed to the other Party prior to entering into this Master Agreement and shall remain in force after its termination.

Any Information concerning a Party's commercial activities, which is not accessible to the public without the intent of the disclosing Party and which the disclosing Party is interested in maintaining its secrecy, are deemed secret.

Information, which

- a) becomes public without a breach of the duty of secrecy according to this Clause 12;
- b) the receiving Party has already received prior to receipt through the other Party and without breach of another duty of secrecy;
- c) the receiving Party has developed independent of the Party supplying the information;
- d) the receiving Party has received from a third Party and the receiving Party assumed in good faith at the time of the receipt that this third party was authorised to disclose the information;

is not deemed secret.

12.2 The Company shall ensure that its managers, employees and other auxiliary personnel comply with these obligations of secrecy.

13 Non-Solicitation

13.1 During the term of this Master Agreement and of the Appendices the Parties shall not actively solicit managers and employees of the other Party.

14 Term of Contract, Termination

- 14.1 This Master Agreement shall become effective as of the date of signing by both Parties.
- 14.2 Either of the Parties is entitled to terminate this Master Agreement by giving three months prior written notice to the other Party. After its termination this Master Agreement shall remain in full force with respect to all Appendices still effective for as long as such Appendices remain effective. In addition, the Customer is entitled to terminate any Appendix with two weeks' prior written notice to the Company.
- 14.3 Each Appendix shall become effective as of the date of signing by both Parties and shall, subject to the rights of termination set forth in this Master Agreement and/or in the Appendix concerned, remain in full force until fulfilment of all of the Parties' obligations in accordance with the Appendix in question.
- 14.4 If the Company commits any material or persistent breach of this Master Agreement or of an Appendix the Customer may:
- a) in the case of a breach that Customer considers to be remediable, serve written notice (the "First Notice") on Company describing the breach and requiring it to be remedied within 10 (ten) working days from receipt of the First Notice;
 - b) in the case of a breach in respect of which a First Notice is served, terminate at its option the respective Appendix and/or any other Appendix and/or this Master Agreement forthwith on service of a further written notice if the breach concerned has not been remedied within 60 (sixty) days of the First Notice; or
 - c) in the case of a breach that Customer considers to be irremediable, serve written notice on Company describing the breach and terminating at its option the respective Appendix and/or any other Appendix and/or this Master Agreement 60 (sixty) days following the date of receipt of the notice.

If the Company becomes insolvent, bankrupt or ceases to carry on its business or is being liquidated the Customer may immediately terminate any Appendix and/or this Master Agreement at any time.

- 14.5 On the termination of an Appendix for any reasons the Company shall unless otherwise notified in writing by the Customer within 10 (ten) days of receipt or

dispatch of the termination notice and at the Customer's option deliver up to the Customer or destroy in accordance with the directions of the Customer all copies of the Services and any confidential Information whether held electronically or otherwise.

- 14.6 Any termination of an Appendix shall be without prejudice to any other rights or remedies to which Customer may be entitled under this Master Agreement and/or an Appendix or at law and shall not affect any accrued liabilities of the Company.

15 Written form, Signing

- 15.1 This Master Agreement, all amendments and supplements to it, including Appendices and this Clause, must be executed in writing and refer to this Master Agreement or to the respective Appendix.

- 15.2 In writing means:

- a) in physical form delivered to the registered address via post, courier or by hand. A physical document is deemed to be delivered on the day of delivery if delivered by hand or where the delivery is guaranteed and signed for by the recipient, or within seventy-two hours of posting in all other cases; or
- b) in electronic form delivered by electronic mail to the known email addresses of the appropriate representatives of the other Party, or by using any other mutually agreed electronic transfer. An email is deemed to have been delivered within 24 hours after leaving the email system of the sender, where no delivery delay or delivery status notification error has been returned, and was sent to the nominated email address or other duly authorised email address that the receiving party last used to communicate with the sender.

- 15.3 Signatures may be handwritten or provided in electronic form. A qualified electronic signature shall have the equivalent legal effect of a handwritten signature. Other electronic signatures shall not be denied legal effect solely on the grounds that it is in an electronic form or that it does not meet the requirements for qualified electronic signatures.

16 Invalidity of Provisions

If parts of this Master Agreement or an Appendix are or become invalid or unenforceable, the rest of the Master Agreement and the Appendix shall continue to be valid. The invalid or unenforceable provisions shall be replaced by other provisions valid

in form and content, which correspond as far as possible to the purpose and the intentions of the invalid or unenforceable provisions.

17 Completeness

This Master Agreement and the Appendices include the complete mutual intention of the Parties and supersede all prior (written or oral) agreements between the Parties with regard to the subject-matter of the Master Agreement and the Appendices.

18 Applicable law

Form, content, interpretation and completion of this Master Agreement and the Appendices shall be subject to the substantive laws of England and Wales.

19 Place of jurisdiction

Place of jurisdiction shall exclusively be the courts of England and Wales; the Customer, however, shall be entitled to sue the Company at the Company's domicile or with any other competent court.