

ORDAT
Contractual Terms of Services

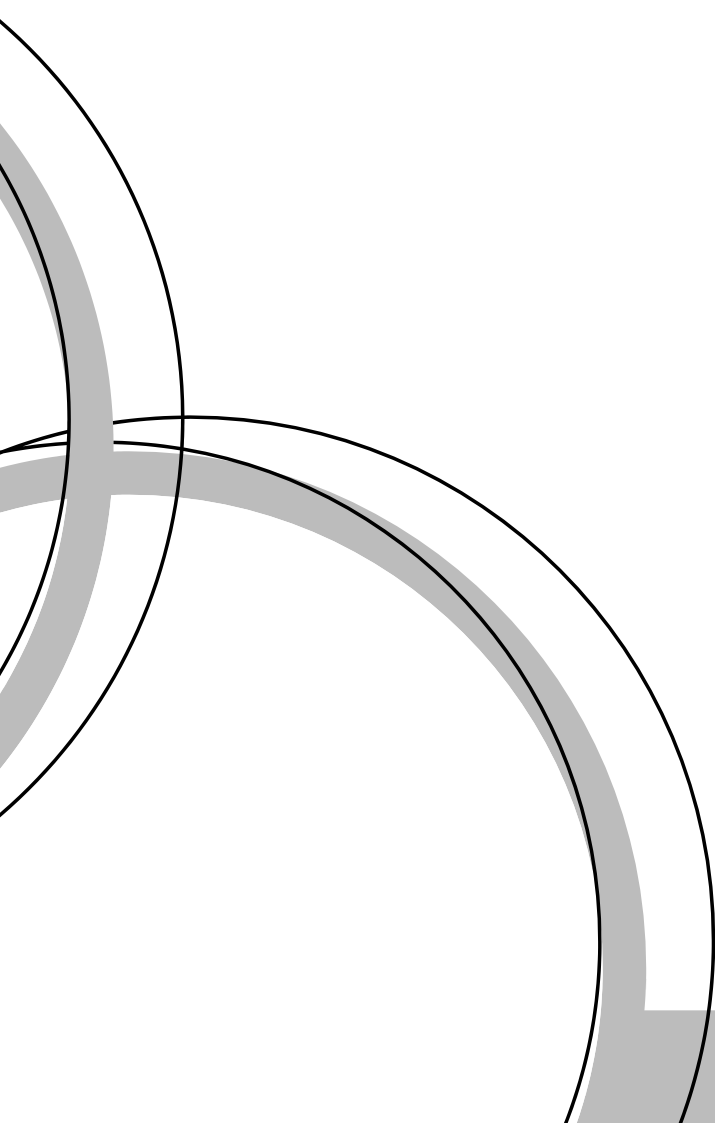




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Contractual Terms of Services

§ 1 Subject of the Agreement

- (1) The provider shall perform the service according to the terms in the Agreement and subsequently agreed-upon terms in exchange for the agreed-upon remuneration. The client shall bear the responsibility for the project and its success. The provider shall perform the service in accordance with accepted professional standards.
- (2) The subject of the Agreement may consist of a single service, performance in parts, or it may be ongoing.

§ 2 Performing the service

- (1) The place of performing the service is the main office of the provider provided that nothing to the contrary is agreed upon.
- (2) The provider shall perform the service by suitable employees. No claim shall exist on the part of the client for the service to be performed by specific employees of the provider.
- (3) The provider shall determine the manner of service performance provided that nothing to the contrary is agreed upon.
- (4) The client shall not be authorized to give instructions to the provider's employees that are occupied with performing the service.
- (5) Provided the provider must present the results of the service in writing, only the written presentation is authoritative.

§ 3 Duties of cooperation

- (1) The client shall take care to ensure that the contact person that the client names shall completely, correctly, in a timely manner, and free of charge provide the provider with the documents, information, and data that are necessary for performing the service provided that this is not owed by the provider. Moreover, the client shall ensure that documents, information, and data are kept current. The provider may assume that the documents, information, and data are complete and correct unless the provider recognizes or should recognize that they are incomplete or are incorrect.
- (2) The client shall also monitor the service that the provider performs.

§ 4 Rights of use

- (1) The provider shall grant the client the non-exclusive and non-transferrable right to the service results that the provider performed under the Agreement and transferred to the client. The client may use the service results at its office for its own internal purposes within the scope of the contractually foreseen application purpose for an unlimited period of time provided that nothing to the contrary is agreed upon.
- (2) In other respects, all rights remain with the provider.
- (3) The provider may revoke the rights of use granted to the client if the client substantially infringes the limitations of use or other regulations that are for protecting against unauthorized use. The provider shall first set a grace period for remedial action. The provider may revoke the rights without setting a grace period in the event of recurrence and for special circumstances that justify immediate revocation taking the interests of both parties into consideration. The client shall give written confirmation to the provider of the discontinuance of use after the rights of use have

been revoked. The provider shall grant the client the rights of use again after the client has stated and given assurance in writing that by the client's use no violations whatsoever of the provider's rights exist any longer and that previous violations and their affects have been remedied.

§ 5 Duration

- (1) If the Agreement has been concluded for an indefinite period, it can be terminated with a notice period of 3 months from the end of a calendar year. The first opportunity for termination is the expiration of the calendar year that follows the conclusion of the Agreement. An agreed-upon minimum duration shall remain unaffected by this right of termination.

This shall not apply provided that something to the contrary has been agreed upon.

- (2) The right to extraordinary termination for cause shall not be affected by this provision.
- (3) Statements of termination shall only be effective if they are in writing.
- (4) Rescission from the Agreement is excluded.

§ 6 Remuneration

- (1) Provided that nothing to the contrary is agreed upon, the provider may increase the remuneration at the earliest 12 months after the conclusion of the Agreement if the increased remuneration corresponds to the provider's current price list. Other increases may be made at the earliest 12 months after a previous increase has taken effect. Increases are effective 3 months after they are announced.

The client shall have the right of termination if the remuneration rates are increased by more than five percent. The client may terminate within a month after receiving the announcement at the point in time of the effectiveness of such an increase.

- (2) Agreed-upon records of expenses shall be regarded as approved provided that the client does not make a detailed objection in writing within 21 days after receiving them and the provider has given notice in the record of expenses of the default approval.
- (3) Travel costs and fees as well as other expenses are reimbursed according to the provider's price list provided that nothing to the contrary is agreed upon.

Travel time is regarded as work time.

- (4) The provider may demand that its expenses be remunerated provided that additional expenses due to improper fulfillment of obligations on the part of the client (also see § 3) are incurred.

§ 7 Disruptions of service

- (1) If the service is not performed in accordance with the Agreement and if the provider is responsible for it (Disruption of Service), the provider is obligated to perform the service in accordance with the Agreement in part or in full without additional costs for the client within an appropriate deadline unless this is only possible with a disproportionate amount of time and effort.

This obligation of the provider only exists if the client complains of the Disruption of Service immediately and in writing, but at the latest by the expiration of two weeks after gaining knowledge of it unless otherwise agreed.

- (2) § 6 of the ORDAT General Conditions of Contract shall apply to any claims of expenses and damages that are above and beyond this.



§ 8 Applicability of the ORDAT GCC

In addition the ORDAT General Conditions of Contract shall apply (ORDAT GCC).