

General Standard Terms and Conditions for Services for Business Transactions with Businesspersons and Public Authorities

1 Kind and Scope of Services

- (1) RDS is obliged to perform the services as agreed in the service contract. RDS undertakes to perform the agreed services pursuant to state-of-the-art technological standards and using professional know-how.
- (2) When services are performed, the customer bears the responsibility for the project and for the overall results. RDS merely supports the customer with its project.
- (3) If the production of development work has been agreed, then the provisions of Item 5 apply additionally.
- (4) If training and workshop services have been agreed, then the provisions of Item 6 apply in particular.
- (5) If standard software has been relinquished to the customer, the customer undertakes to observe the manufacturer's licensing conditions that are attached as a schedule to the service contract or found on a website indicated in the service contract. In the case of software defects, Item 5.3 applies analogously.
- (6) For the maintenance of standard software, the customer can enter into a maintenance agreement with RDS on the basis of the manufacturer's maintenance conditions that are attached as a schedule to the service contract or found on a website indicated in the service contract.
- (7) Any statements or commendations made by representatives or employees of RDS who have not been expressly authorized to make them do not constitute contractual representations as to the qualities of the contractual services. The customer does not receive any guarantees as understood in law from RDS unless they are expressly referred to as such in the service contract using the term "guarantee".
- (8) RDS is entitled to engage the services of third parties for implementing the whole or parts of the contracts awarded to it.

2 Cooperation Services of the Customer

- (1) The customer is obliged to cooperate (e.g. provide infrastructure, personnel, technology, documents, and organizational support) as agreed in the service contract. In particular, the customer must appoint a person responsible for the project. In addition, the employees of RDS must be afforded data storage space, computer-usage times, and the data needed in a timely manner and in sufficient quantities.
- (2) The customer must make all reasonable efforts and must perform the agreed tasks, provision of materials, and the cooperation duties assigned to it and contained in the service contract in such a timely manner that the progress of the project is not being hindered. RDS is entitled to make use of the customer's specially qualified employees for the implementation of the contract. The choice of the qualified employees is made by RDS in collaboration with the customer.
- (3) The non-fulfilment of the obligations agreed to here does

- not constitute delay on the part of RDS as of the point in time of the infringement up to the curing of it. RDS is also entitled to set a reasonable deadline for fulfilment. If its interests are being jeopardized – especially if the delay causes a non-scheduled usage of RDS' capacities – then RDS is also entitled to set a reasonable deadline. If the deadline expires without the desired results, then RDS is entitled to withdraw from the service contract and claim damages. In the alternative, RDS itself may carry out the actions owed by the customer or have them carried out by a third party at the expense of the customer. The expenses incurred on account of a postponement, especially for down (idle) times on the part of RDS, must be remunerated to RDS in accordance with its price list or in accordance with the hourly rates agreed in the individual contract even if RDS has agreed to a new time schedule.
- (4) The proper securing (backup) of data is the obligation of the customer.

3 Remuneration

- (1) Subject to any agreement to the contrary, the invoiced amount is due for payment without deduction upon receipt of the invoice.
- (2) Provided that nothing to the contrary has been agreed, remuneration based on time and expenditure agreed in the service contract means payment for the time expended for the contractual services. Provided that nothing to the contrary has been agreed, if a daily rate has been agreed, then 8 service hours per day are owed. The costs of materials must be remunerated separately. Down (idle) times for which the customer is responsible must be remunerated to RDS as working time. Provided that nothing to the contrary has been agreed, RDS invoices on a monthly basis for the respective month past. A remuneration based on time and expenditure is due upon receipt of an invoice containing verifiable positions and receipt of the confirmation of services performed signed by RDS and approved by the customer by the countersigning of it. The confirmation of services performed is also deemed as approved if and to the extent to which the customer fails to object to it within 14 calendar days following receipt thereof.
- (3) A fixed price agreed in the service contract means payment for all contractual services performed. Payment of the fixed price must be made pursuant to the payment instalments agreed in the service contract. These are due as per the payment-instalment dates agreed in the service contract. Payment only becomes due upon receipt of an invoice containing verifiable positions.
- (4) Travelling and out-of-pocket expenses that must be paid by RDS to its employees pursuant to the service contract and in accordance with RDS' effective travelling expenses policy will be charged to the customer. Provided that nothing to the contrary has been agreed, travelling times

for the outward and return journey must be remunerated at 50% of the hourly rate agreed in the service contract.

- (5) Provided that nothing to the contrary has been agreed, preparatory work such as the preparation of cost estimates, performance specifications, project documentation, specification sheets requested by the customer must be separately agreed to and separately remunerated.
- (6) In the case of contracts with a term of more than twelve months, RDS retains the right to increase the remuneration commensurate with actual cost increases. The customer must be notified of the increase, which becomes effective no earlier than 3 months subsequent to receipt of the notification. If the increase calculated on a 12-month time period is more than five percent of the agreed remuneration, in the case of recurring work five percent of the annual remuneration, then the customer is entitled to cancel the service contract pursuant to Sec. 313 (3) of the [German] Civil Code (BGB). In this case, the customer has no claim to damages. RDS has a claim to remuneration for the services performed pursuant to the service contract up to the date the cancellation becomes effective.
- (7) If a remuneration-determining factor diverges not merely insignificantly from the contract during the course of the implementation of the contract, then a corresponding adjustment of the remuneration must be made.

4 Breach of Duty

- (1) If the services are not performed in conformity with the contract or are performed in a flawed manner for which RDS is responsible, then RDS is obliged to perform the services in conformity with the contract at no extra cost for the customer within a reasonable time period. This is conditioned on a complaint having been made by the customer, which must be made without undue delay and no later than 2 weeks after obtaining knowledge. If the fundamental aspects of the services to be performed pursuant to the contract fail for reasons attributable to RDS also within a reasonable subsequent period of grace to be expressly set by the customer, then the customer is entitled to cancel the contract without notice.
- (2) In this case, RDS has a claim to remuneration for the services performed pursuant to the service contract up to the date the cancellation becomes effective.
- (3) The right of extraordinary cancellation of the contract for good cause remains unaffected. Before an extraordinary cancellation by the customer can be effected, a warning notice must have been given and been unsuccessful. RDS has a claim to remuneration for the services performed pursuant to the service contract up to the date the cancellation becomes effective.
- (4) Any further claims of the customer based on breach of duty are excluded. This exclusion does not apply in cases of malice, promise of guarantee, intentional acts or gross negligence, breaches of duties essential to the fulfilment of the contract, and does not apply to injuries to a person's life,

body, or health.

5 Special Provisions for the Development and Adaptation of Software

5.1 Kind and scope of development work

- (1) If the creation of software or the adaptation of standard software to the customer's needs has been agreed in the service contract, then pursuant to Sec. 651 sent. 2 BGB the provisions on the sale of goods apply subject to the proviso that the decisive point in time as per Sections 446 and 447 BGB takes the place of acceptance of performance.
- (2) The specification sheet to be prepared by the customer determines the complete and binding scope of the development work. The specification sheet forms an integral part of the service contract.
- (3) If it is agreed in the service contract that RDS is to prepare the specification sheet, then this work is done as a provision of services. RDS must assist the customer with the preparation. The customer is responsible for the success of the specification sheet.

5.2 Inspection and delivery of the development results

- (1) The development results delivered by RDS must be tested by the customer pursuant to the contractually agreed tests in order to ascertain whether they meet the specifications agreed in the specification sheet. During the development phase, RDS is entitled to provide the customer with individual components of the development results for making partial inspections. The customer is obliged to make partial inspections provided that the components of the development results concerned constitute separate work components capable of being inspected.
- (2) An inspection is deemed as having been effected without any finding of defects if and to the extent to which the customer fails to carry out an inspection on a date for which it had been notified of at least three weeks in advance, or if the customer makes use of the development results without an inspection and without making notification of defects. The development results are also deemed as having been inspected if no defect report has been received by RDS within 15 calendar days following an inspection date.
- (3) The customer must inform RDS of any defects in writing and without undue delay. If a defect report is submitted, the customer is entitled to the rights set out in Item 5.3.
- (4) The rights of the customer on account of a defect are excluded if the customer knew of the defect at the time of the inspection and did not reserve its rights to subsequent fulfilment, withdrawal [from the contract], and reduction of the purchase price pursuant to Item 5.3.
- (5) The inspection does not constitute an acceptance of performance within the meaning of Sec. 640 BGB.
- (6) The remuneration for the development results is owed for the delivery of them.

- (7) If delivery is due and RDS fails to perform after having been legally demanded to do so by the customer or fails to deliver on the dates agreed to in the service contract, then the customer is obliged upon request of RDS to declare whether it is withdrawing from the contract because of the delay of performance or if it is insisting on performance. Up to the time that RDS receives the answer, RDS remains entitled to perform.

5.3 Liability for defects

- (1) RDS warrants that the development results up to the time of delivery have no defects of warranted quality as per Sec. 434 BGB. An inconsequential defect is immaterial.
- (2) RDS draws attention to the fact that it is not possible pursuant to current state-of-the-art technology to develop or adapt software in such a way that it operates flawlessly in all applications. Deviations from the development results that are useful in terms of their essential and predominant functions as per the specification sheet do not constitute major defects.
- (3) Liability for defects will not be enforced if the customer itself, without the consent of RDS, modifies the development results or has this done by a third party, or uses them in a system environment other than the one contractually agreed and contrary to the contractually agreed rights of use unless the customer proves that this usage is not the cause of the reported defect.
- (4) The customer must report defects without undue delay after becoming aware of them. If this is not done, the development results are deemed as approved even with regard to the defect. In addition, the customer must report the defects stating the information that it knows of and that is necessary for identifying the defects, and must do so on a form comparable to Sample 1 – Disturbance Report Form – unless some other form of disturbance report has been agreed. The customer must take all reasonable measures to facilitate the identification of the defects and the causes of them.
- (5) If the development results exhibit a defect within the meaning of sub-item 1, then RDS has the choice of rectifying the defect by way of remedying, circumvention, or replacement without undue delay. Rectifying defects also includes the delivery of printed or printable correction instructions for the documentation if this is necessary.
- (6) The customer must assist RDS in an adequate manner and to a reasonably acceptable extent, and in particular must afford RDS adequate time and opportunity to carry out the subsequently owed work. If and to the extent to which RDS, even after two attempts at subsequent performance, is unable to deliver defect-free services, the customer is entitled upon the expiry of a reasonable subsequent period of grace to reduce the remuneration accordingly or to withdraw from the service contract. The asserting of claims for damages is excluded.
- (7) Claims based on liability for defects are barred by limitation 12 months following delivery of the development results provided that RDS is not liable for intentional acts. Subsequently performed services carried out by RDS do not cause the limitation period to recommence as per Sec. 212 BGB.
- (8) The limitation of liability in sentence 3 of sub-item 6 does not apply in the case of a breach of a duty essential to the fulfilment of the contract, malicious nondisclosure of a defect, personal injuries, promises of guarantee, and intentional acts or gross negligence. Any claims of the customer to compensation for loss of profits are excluded.
- (9) RDS is entitled to demand remuneration of its expenditures if it has acted in response to a defect report without the customer having proven that a defect existed.

6 Special Provisions for Workshops and Trainings

- (1) Terms of Payment/Participants
The participant's fee is due upon receipt of the invoice, however no later than 14 days prior to commencement of the event.
- (2) Cancellation/rebooking
No cancellation fee is charged for cancelling registrations 30 days or more prior to the date of the event. In the case of cancellations 14 to 30 days prior to the date of the event, a processing fee of 50% of the participant's fee will be charged. For any later cancellations, the entire participant's fee is due provided that the customer is unable to prove a lower amount of loss in the specific case. The cancellation must be in written form. A rebooking or naming of a substitute participant is possible at any time. In this case, a fee of EUR 50.00 is due. These fees will be dropped if the rebooking takes place for reasons attributable to RDS.
- (3) Cancelling the event
RDS retains the right to cancel an event – e.g. if the instructors cannot attend or if there are not enough participants. In such a case, RDS will endeavour to inform the customer about the cancellation or the requisite changes to the program in a timely manner prior to the commencement of the event. In the case of a cancellation of an event, RDS must reimburse the fees already paid. Any other claims are excluded unless they are based on intentional acts or grossly negligent conduct on the part of RDS or on the part of those persons engaged by RDS to perform its contractual obligations and for whom RDS is vicariously liable.
- (4) Limitation of RDS' liability
The customer is obliged to refrain from leaving any valuables or important materials in the conference room during the breaks.
- (5) Changing the conference program
RDS reserves the right, to a reasonable extent and in exceptional cases, to make necessary changes to the conference program, to the date of the event, to the instructors/speakers, or to the venue of the event. Any

questions regarding this are to be directed to the workshop / training manager of the respective event or to the secretarial office of RDS.

(6) Data protection

The customer consents to its data being stored for internal processing purposes and for the advertising purposes of RDS under strict compliance with the [German] Federal Data Protection Act.

7 Infringement of protected proprietary rights

- (1) In the event that a third party asserts claims against the customer based on the infringement of protected proprietary rights caused by the use of the relinquished results of the services or development work as per Item 5 (hereinafter referred to as the Contractual Results), and if the use of these is thereby impaired or prohibited, then RDS is liable as follows:
- (2) At its own election and at its own expense, RDS must either modify or replace the agreed Contractual Results in such a way that, although they do not infringe the protected proprietary rights, they still fundamentally comply in a manner reasonably acceptable to the customer with the services agreed to be performed, or RDS must indemnify the customer for the licensing fees vis-à-vis the holder of the protected proprietary right or the third party. If RDS is unable to do this under acceptable conditions, then it must withdraw these Contractual Results and reimburse the remuneration paid minus the amount for the time of usage. In such a case, the customer is obliged to return the Contractual Results.
- (3) RDS' liability as per sub-item 1 presupposes that the customer informs RDS without undue delay of the third party claims, does not acknowledge the alleged infringement of the protected proprietary, and cedes to RDS any and all disputes including any out-of-court agreements or pursues such only with the consent of RDS. All requisite court and lawyer's fees incurred by the customer in conjunction with the legal defence are borne by RDS.
- (4) If the customer suspends usage for reasons of mitigating damages or for any other important reason, then the customer is obliged to inform the third party that the suspension of use does not amount to an acknowledgement of the alleged infringement of a protected proprietary right.
- (5) If the customer itself is responsible for the infringement of the protected proprietary right, then any claims against RDS are precluded.
- (6) Any further claims of the customer based on an infringement of protected proprietary rights of a third party are excluded. This exclusion does not apply in cases of malice, promise of guarantee, intentional acts or gross negligence, breaches of duties essential to the fulfilment of the contract, and does not apply to injuries to a person's life, body, or health.

8 Liability

- (1) Liability for the breach of duties arising from the service contract is set out in Item 4, for defects of the development results in Item 5.3, and for infringements of protected proprietary rights in Item 7. The parties are otherwise liable to each other as follows:
- (2) In the case of a breach of a contractual duty essential to the fulfilment of the contract by RDS or by one of those persons engaged by RDS to perform its contractual obligations and for whom RDS is vicariously liable, RDS' liability, in terms of establishing a claim, is limited to the average loss foreseeable and typical to the contract. Liability for infringements of other non-fundamental contractual duties is excluded.
- (3) In the event of a loss of data, RDS is only liable for the expenditure that would be required to restore the data from a data backup properly secured by the customer.
- (4) The limitation of liability pursuant to sub-items 2 and 3 above does not apply in cases of malice, intentional acts, gross negligence, promises of guarantee, and does not apply to injuries to a person's life, body, or health. Liability pursuant to the [German] Product Liability Act is also not affected.

9 Utilization of Personnel

- (1) The only contact persons of the contractual parties are the responsible contact persons named in the service contract.
- (2) Any requests of the customer regarding the services to be performed may only be directed to the responsible contact person appointed by RDS; the customer may not issue instructions to any other persons engaged by RDS. The persons utilized by RDS have no employment relationship with the customer even if they are carrying out services on the customer's premises.

10 Requested Modifications

- (1) The customer is entitled, after the contract has been entered into, to request modifications to the agreed services within the scope of RDS' capabilities unless this cannot be reasonably expected of RDS.
- (2) RDS must review the customer's modification request and must inform the customer within 10 calendar days whether the modification is reasonable for it or whether an extensive review is necessary, and must submit a corresponding review offer with its expected prices. The customer must, within 10 calendar days and in writing, either place the order to review or reject it.
- (3) If RDS has neither rejected the modification as being unreasonable nor requested the placing of a review order as per sub-item 2, then RDS must provide the customer with an offer to realize [the modifications] that shows the impact on the existing contractual agreements (e.g. time period of the services, dates, remuneration).

- (4) The customer must accept or reject RDS' realization offer within the time period for which the offer is binding. With the acceptance of the offer, the service modifications offered are deemed as ordered and the contractual changes contained in the offer as binding.
- (5) If the customer's request for modifications has no impact on the existing contractual agreements (e.g. time period of the services, dates, remuneration), then RDS must inform the customer of this in writing within the 10-day period set out in sub-item 2. The customer and RDS will then come to a binding agreement on the requested service modifications and will, without undue delay, make the requisite amendments to the original, existing contractual agreements.
- (6) The customer and RDS may demand that the work affected by the requested modifications be suspended until the necessary amendments have been made to the contractual agreements.
- (7) If the necessary amendments to the contractual agreements have not been made within 14 calendar days following receipt of the request for modifications, then the work will be continued on the basis of the original, existing contractual agreements. The deadlines for implementing the work must be extended by the number of calendar days on which the work was suspended on account of the modification request and/or its review. For the duration of the suspension, RDS is entitled to demand the agreed remuneration as well as the respective increase of an agreed upper limit or the respective increase of an agreed fixed price if and to the extent to which the employees affected by the suspension cannot be utilized elsewhere and the customer is informed of this in writing.
- (4) Modifications and supplementations to these terms and conditions or to the service contract must be made in written form (Schriftform) and must be expressly identified as such. The same applies to an amendment of the written-form clause itself. For modifications of the scope of performance pursuant to Item 10, the simple electronic form is also permitted.
- (5) The legal relationship between RDS and the customer is governed by German law to the exclusion of the CSIG.

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11 Rights to the physical form of the service results and development results

- (1) If nothing to the contrary has been agreed in the contract, RDS grants to the customer the non-exclusive, permanent, irrevocable, and non-transferable right to use the physical form of the service results and the development results rendered pursuant to the service contract to the extent to which this is in line with the objects and is within the scope of application of the service contract. These rights include any agreed interim results, descriptions of services, training documents, and supporting materials.

12 Miscellaneous

- (1) The customer is only entitled to rights of set off if its counterclaims have been judicially determined as final and conclusive, are undisputed, or have been acknowledged by RDS.
- (2) The assertion by the customer of any rights of retention arising from earlier or other transactions is precluded.
- (3) Legal venue (place of jurisdiction) is Düsseldorf, Germany. RDS is nevertheless entitled to sue the customer at the place that has general jurisdiction for the customer.

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