

1. Scope of application - Quotations - Declarations

1.1 The General Terms and Conditions of Business of Laudert GmbH + Co KG, Von-Braun-Straße 8, 48691 Vreden (Laudert) for IT services – hereinafter in brief referred to as „IT Terms“ - apply to all contracts with a company, a legal entity under public law or a special fund under public law. They apply exclusively. Conflicting conditions of the Client are not recognised. These terms and conditions shall also apply if Laudert performs contractual services in the knowledge of conflicting general terms and conditions of the Client. Deviating regulations require written confirmation from Laudert.

1.2 Unless otherwise stated in individual cases, quotations made by Laudert can be accepted by the Client within four weeks from receipt by the latter. Laudert shall no longer be bound by their quotation after expiry of the time limit.

1.3 If the IT Terms require declarations in „text form“, the storage and retrievability of the declaration via an electronic hypertext system (e.g. Atlassian Confluence) or ticket system (e.g. Atlassian JIRA) is sufficient in addition to the legal requirements of § 126b BGB (German Civil Code).

2. Contents of the contract

2.1 According to the state of the art, it is not possible to exclude errors in programs of information technology under all application conditions.

2.2 Laudert shall not issue any quality guarantees or other guarantees unless these are expressly designated in writing as „guarantees“ in the contract documents. This applies in particular to the contents of service descriptions and/or specifications.

2.3 The following special provisions shall apply to the Client's specifications:

2.3.1 The Client is responsible for the usability of the services rendered in accordance with their specifications.

2.3.2 If Laudert has not received any specifications from the Client in writing or in text form, in particular with regard to the layout or performance of the software to be created, the design and programming shall be carried out at Laudert's own dutiful discretion.

2.4 Services under a service contract serve to advise and support the Client.

2.5 If Laudert provides the Client with additional application software for a limited period of time (so-called Application Service Providing, short „ASP“, or so-called Software-as-a-Service, short „SaaS“) or if, for example, hardware and software components are provided for a limited period of time against payment, rental contract services are agreed.

2.6 The organisational integration of Laudert's services into the operating procedures of the Client is the responsibility of the Client.

3. Processing times - Delay

3.1 The contracting parties may agree on a timetable for the provision of services, in particular a final date for the completion of the services. Unless otherwise expressly regulated, these dates are approximate dates.

3.2 The commencement of the processing times stated by Laudert presupposes, among other things, the clarification of all technical questions and, in particular, the timely and proper fulfilment of the Client's obligations, such as the provision of the service description, specifications, acceptance declarations, instalment payments, etc. The defence of non-performance of the contract remains reserved.

3.3 Laudert reserves the right to correct and punctual self-delivery.

3.4 In the event of operational disruptions such as strikes, lockouts and in all other cases of force majeure (in particular war, natural disasters, official orders, fire, energy shortages and technical disruptions), the agreed delivery periods shall be extended by the duration of the disruption. The delayed order can only be cancelled if the Client cannot be expected to wait any longer. However, termination is possible at the earliest four weeks after the occurrence of the operational disruption described above. The liability of the parties in the event of the above-mentioned operational disruptions is excluded.

3.5 If Laudert is in default, then the liability for damages shall be limited to 0.1% of the value of the contractual performance with which Laudert is in default for each completed week of default in the case of simple negligence; however, the Client may not demand more than 5% of the total remuneration as damages in total. Further claims of the Client remain unaffected.

3.6 Contractual penalties for late delivery are excluded.

3.7 If the Client is in default with the provision of cooperation services (see No. 5) or if they culpably violate these, Laudert shall be entitled to demand compensation for the damage incurred in this respect, including any additional expenses. Appointments are postponed accordingly. Further claims by Laudert remain unaffected.

4. Planning - Program creation

4.1 On the basis of the specifications provided by the Client, Laudert shall draw up a functional specification which describes in detail the professional and technical realisation of the requirements laid down in the specifications and thus forms the basis for the subsequent programme development. Instead of creating a requirement specification, Laudert is entitled to provide an electronic hypertext system in the form of a so-called wiki (e.g. Atlassian Confluence) or ticket system (e.g. Atlassian JIRA) in which the requirements of the Client and the measures for professional and technical implementation by Laudert are documented (project documentation); this applies in particular if the Client does not submit a requirement specification.

4.2 The Client shall provide Laudert with the necessary information about the current technical and professional situation, about existing technical and professional goals and priorities and about all other information within their sphere that is necessary for the preparation of the specifications or the determination of the performance target. In particular, the Client must inform Laudert of the system environment they are working with.

4.3 After completion of the planning phase, Laudert shall create functional software for the intended areas of application on the basis of the specifications or the performance target documented in the wiki or ticket system. Laudert takes into account the principles of proper professional practice and the state of the art.

5. Cooperation services of the Client

5.1 The Client shall provide Laudert with cooperation services in the sense of a primary obligation.

5.2 The Client must inform Laudert of the system environment he works with. In addition, the Client shall support Laudert in the performance of the contract and provide Laudert with the necessary working prerequisites and materials for the processing of the order, such as system capacities, hardware and software, other operating resources, Internet access, telephone network connections, in a timely and proper manner at no cost to Laudert. Laudert shall not be responsible for the quality of the necessary hardware and software on the part of the Client or for the telecommunications connections between the Client and Laudert up to the handover point.

5.3 The Client is responsible for ensuring that Laudert is provided with defect-free and usable work templates and data in good time. The Client is also responsible for ensuring that work templates provided by them comply with the statutory and/or official regulations and requirements.

5.4 The Client must immediately notify Laudert of any defects and malfunctions, stating the information known to them or useful for their recognition. The Client shall take reasonable measures to facilitate the detection of the malfunction and its causes and, if necessary, to reduce damage.

5.5 The Client is obliged to properly back up data in order to ensure that lost data can be restored with reasonable effort. They will be involved in the exchange of components and, for example, receive and use removable media. The Client is also obliged to defend against viruses and other malware in accordance with the current state of the art.

5.6 Insofar as Laudert makes hardware and/or application software available for use by the Client, the Client shall bear the responsibility for proper technical use by appropriately trained employees with the care customary in the industry. The Client shall take the necessary precautions to prevent the use of the application software by unauthorised persons.

6. Change Request

6.1 The contracting parties assume that it may become necessary in the course of the execution of the contract to make changes or additions to the services.

6.2 A change request must be requested by the requesting contracting party at least in text form. A decision must be communicated within ten calendar days from receipt of the request. Change requests that have not been processed, decided and communicated to the parties within the agreed period shall be deemed to have been rejected and shall therefore not become the subject of the contract. As long as Laudert has not decided on the change request, the work will continue on the basis of the existing contractual content, unless the Client requests Laudert to interrupt the provision of services in whole or in part. Laudert may de-

mand the agreed remuneration for the period of the interruption, but must allow themselves to be credited with the expenses saved as a result of the interruption.

6.3 The respective other party shall comply with the change request if it is technically feasible for it, if it can reasonably be expected to do so within the scope of its operational capacity and if its original business order is not endangered thereby. Laudert reserves the right to reject the review of a change request if the review could endanger the planned course of the project in technical, temporal or financial terms. The respective other party may, instead of rejecting the requested change request, also submit a modified change offer in text form; No. 6.2 and No. 6.3 sentences 1 and 2 shall then apply accordingly.

6.4 For their part, Laudert shall have the right to demand a change request from the Client if the contractual relationship for Laudert with regard to standard software products of third parties changes in such a way that it is no longer reasonable for Laudert to adhere to the contract under the previous conditions. The right to termination for good cause remains expressly unaffected.

6.5 Change Requests must always be approved by both parties in text form.

6.6 If a change request increases expenditure or affects deadlines, Laudert is entitled to an appropriate increase in remuneration or postponement of deadlines. To the extent that this reduces future expenses, Laudert - subject to any other agreement between the parties - retains the right to the originally agreed remuneration; however, Laudert must allow themselves to be credited for the expenses saved as a result of the change request or which they acquire or maliciously refrain from acquiring through other use of their labour. Laudert will charge the cost of the audit and the fee for the execution of the change request at the agreed hourly rates or - in the absence of such rates - at their usual hourly rates.

6.7 If a change request is accepted, Laudert shall make a corresponding adjustment or update of the system specification and documentation.

7. Technical changes

7.1 Laudert shall be entitled to make technical changes to the performance description or the specifications if the contractual performance is modified only insignificantly and reasonably for the Client.

7.2 Laudert reserves the right within this framework to change software products in ASP or SaaS operation, in particular to update them so that they correspond to the state of the art. If this leads to the fact that the modified version can no longer be used in the deployment environment existing before the modification, the Client is obliged to provide an updated and suitable deployment environment. Claims against Laudert cannot be derived from this.

8. Project staffing - Trainings

8.1 The contracting parties shall each designate a contact person for each project for mutual coordination and clarification of questions arising in the course of the provision of services. The contact person may be changed for operational or other objective reasons (e.g. illness or other failure). The contact person to be nominated by the Client is obliged to provide Laudert immediately with the necessary information for the processing. They are authorised to make decisions on the part of the Client and to bring them about. At Laudert's request, proof of this shall be provided.

8.2 The contracting parties are responsible for the selection, supervision, control, monitoring and remuneration of their respective vicarious agents.

8.3 The following special provisions shall apply in connection with training courses that Laudert conducts:

8.3.1 The Client shall ensure that their employees appear at the training dates. Otherwise, Laudert shall be reimbursed for any additional expenditure arising therefrom. Laudert will be remunerated separately for training material and other expenses incurred in carrying out training measures. This shall also apply if the training otherwise takes place free of charge.

8.3.2 Laudert retains copyrights to documentation, training materials, etc. Distribution, duplication and use require prior written permission.

9. Subcontractor - Exclusivity

9.1 Laudert shall be entitled to have contractual services performed in whole or in part by subcontractors designated by them.

9.2 The Client is not entitled to allow third parties to use Laudert's services. A third party is not anyone who makes use of services free of charge on behalf of the Client, such as employees of the Client, freelancers within the framework of a contractual relationship, etc. or - if agreed - an affiliated company.

10. Confidentiality - Data protection

10.1 The contracting parties undertake to treat all technical, business and other information as well as the description, schedules, objectives and ideas obtained from the other party within the scope of the project as secret and confidential. This obligation to maintain confidentiality shall continue for five years after termination of the contractual relationship, unless the parties agree otherwise in writing. This information may only be published with the prior written consent of the other party.

10.2 In particular, know-how, unpublished industrial property rights and other work results as well as other, not publicly available information obtained by the parties to the contract within the scope of the cooperation about the respective other party are confidential.

10.3 Each party shall oblige the employees and other agents entrusted by it with the performance of this contract to observe confidentiality. Each party shall also take all reasonable precautions to prevent third parties from gaining access to the protected information.

10.4 The confidentiality obligations shall not apply if a party proves that the information in question is generally known or becomes generally known through no fault of its own or has been or will be lawfully obtained from a third party or is already known to it.

10.5 Materials, data and data carriers to which the Client is entitled shall only be archived by Laudert after express agreement and against special remuneration beyond the time of fulfilment of the contract, in particular beyond the time of handover of the final product to the Client or their vicarious agents.

10.6 The Client agrees that Laudert and their affiliated companies may store and use its contact information, including names, telephone numbers and e-mail addresses. Such information may be processed and used within the framework of the existing business relationships and may, for example, be passed on to subcontractors of Laudert for purposes of the contract, including communication with the Client.

10.7 With regard to the EDP systems operated and/or maintained by Laudert for the Client, in particular databases, the statutory provisions on data protection shall apply. The contracting parties shall observe the applicable provisions of data protection law, in particular those applicable in Germany. If the Client collects, processes or uses personal data and passes them on to Laudert, the Client is responsible for ensuring that they are entitled to do so in accordance with the applicable data protection regulations. Should the Client expect further protective measures, this requires an express written agreement.

11. Installation, functional testing and transfer of ownership

11.1 The Client shall create the spatial, technical and other prerequisites necessary for the installation of the software by the agreed installation date. The Client shall also ensure that existing databases have been properly backed up in accordance with the state of the art prior to the installation of the software.

11.2 Laudert will install the software on the hardware or in the system environment of the Client, unless the system is operated as an ASP or SaaS solution. After successful installation, Laudert informs the Client of the functionality of the programs.

11.3 A functional check shall be carried out in accordance with the following provisions:

11.3.1 A joint functional test shall be carried out by both contracting parties within fourteen days of notification of functional capability. The content and scope of the functional test can be found in the functional specification or in the performance description laid down in the project documentation (see No. 4.1). The result is logged.

11.3.2 The protocol shall confirm the conformity of the agreed service with the performed service or list which fault was found. The errors are divided into the following error classes: Fault class 1 The appropriate use of the total performance is not possible or unreasonably restricted or impeded. There is no alternative. Failure class 2 The appropriate overall use is not impaired to such an extent that the functional test cannot be continued in all other respects. The errors will be corrected in possible time proximity to the acceptance. Failure class 3 The appropriate overall use of the contractual service is not or only insignificantly restricted. The functional test is considered successful if no errors of error class 1 exist.

11.4 The Client shall examine data carriers and documentation provided by Laudert within five working days and immediately notify Laudert of any complaints.

12. Acceptance

12.1 After successful functional testing in accordance with No. 11.3 and testing of the data carriers and documentation in accordance with No. 11.4, the Client shall declare acceptance in writing without delay.

12.2 If the Client does not immediately declare acceptance, Laudert may set them a reasonable deadline in writing for the submission of this declaration. If the reasons for refusing acceptance are not stated in writing within this period, acceptance shall be deemed to have taken place.

12.3 Any faults of fault classes 2 and 3 remaining after acceptance shall be remedied within the scope of the warranty and in accordance with a schedule to be drawn up.

12.4 If the Client proves that acceptance is not possible for them due to errors in devices and/or programs of other manufacturers for which the Client is not responsible, the acceptance period for the Client shall be extended by up to fourteen working days. If the Client has not carried out an acceptance test by then, the acceptance shall be deemed to have been issued.

12.5 Laudert is entitled to demand partial acceptance for self-contained parts of the service (subprojects). Such subprojects are in particular contractually agreed milestones or service areas that can be put into operation or used independently by the Client. The provisions of Nos. 12.1 to 12.4 shall apply mutatis mutandis to the partial acceptance.

13. Prices - Terms of payment

13.1 Contractual services provided by Laudert shall be charged at the contractually agreed fixed price or on a time and material basis. In addition, any specifications contained in the quotation regarding invoicing and the due date of partial payments shall be decisive. Unless otherwise agreed, Laudert's services shall, in case of doubt, be provided by Laudert at the general list prices valid at the time of the order according to expenditure. Accommodation and travel costs shall be charged separately - even if a fixed price has been agreed; the price list of Laudert valid at the time of the provision of the service shall be decisive for this.

13.2 In the event of invoicing on a time and material basis, the following special provisions shall apply.

13.2.1 In the case of services based on time and material, working and travel times as well as hardware components shall be charged at the prices stated in the quotation. The same applies to software.

13.2.2 The contractually agreed prices for services on a time and material basis may be changed by Laudert with a notice period of three months, for the first time twelve months after the conclusion of a contract, insofar as cost reductions or increases occur, in particular in connection with wage costs or changes in procurement prices. Laudert will prove this to the Client upon request. If the new price is 20% or more above the agreed price, the Client has the right to withdraw from the contract. This right must be exercised immediately after notification of the increased price.

13.2.3 The estimated prices for Laudert's services on a time and material basis stated in the contract or in the quotation, which is the basis of a contract, are non-binding, unless expressly agreed otherwise. Laudert shall notify the Client if Laudert determines in the course of the provision of services that the quantity estimates have been exceeded.

13.3 Insofar as Laudert provides and/or makes available to the Client an EDP system (e.g. a database etc.) including hardware and software for use for a limited period of time (e.g. ASP or SaaS), the Client shall be obliged to pay Laudert the agreed remuneration on an ongoing basis and regardless of the actual utilisation. If monthly remuneration has been agreed, this shall be paid in advance to Laudert's account by the 3rd working day of the respective month at the latest.

13.4 Laudert shall be entitled to increase usage-dependent fees and basic prices for usage-dependent remunerations for the first time after twelve months from the start of the contract with a written notice of three months to the start of the following month if and to the extent that the costs incurred for the proper execution of the contract have increased. Reference is made to the right of the Client to terminate the contract in accordance with No. 20.

13.5 The statutory value added tax is not included in Laudert's prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing.

13.6 Unless otherwise stated in the order confirmation or the quotation, the respective invoice amount is due for payment without deduction within fourteen days of the invoice date.

13.7 If Laudert agrees a cash discount deduction with the Client, this shall in case of doubt only apply to the services provided directly by Laudert and shall

not extend to external costs (e.g. software licenses).

13.8 The Client shall only be entitled to set-off rights from another contractual relationship if their counterclaims have been legally established, are undisputed or have been recognised by Laudert.

13.9 The Client shall only be entitled to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship and is undisputed or has been legally established.

13.10 Laudert does not recognise any limitation of their statutory rights of set-off and retention. Nor does Laudert recognise any reservations under which the Client makes payments.

14. Right of ownership and right of use

14.1 Materials within the meaning of this contract are works protected by copyright (work results) which are handed over to the Client by Laudert in accordance with the agreed scope of services in written, machine-readable or other form of presentation, such as programs, program lists, auxiliary programs, documentation, data works, pictures and similar works.

14.2 The modification and/or redesign of existing materials (e.g. of the Client) shall be marked as processing, to the extent that such processing is the subject of the order, the Client shall be responsible, without prejudice to further claims by Laudert, for obtaining the corresponding consent of the holder of the rights prior to processing. This must be proven to Laudert upon request. The Client shall also be liable for ensuring that the execution of the order by Laudert does not infringe any third-party rights, in particular copyrights, with regard to the materials made available to Laudert. The Client is obliged to indemnify Laudert against all claims of third parties due to such an infringement.

14.3 The following provisions shall apply to the granting of rights of use by Laudert:

14.3.1 Laudert shall specify the materials to be handed over to the Client. The materials provided by Laudert, in particular software programs, are protected by copyright. These are left to the Client for the intended use. Unless otherwise stipulated in the contract, the Client receives a copy of the specified material and the irrevocable, non-exclusive, non-transferable right to use this in the contractually agreed number, otherwise „simply“ as a copy, within their company (simple right of use). The Client is obliged to affix copyright notices and other notices from Laudert to each copy of the materials and not to remove them.

14.3.2 Rights of use to standard software products of third parties which are supplied and processed by Laudert as part of the performance of the contract shall be transferred to the extent permitted by such third party.

14.3.3 Unless otherwise agreed, Laudert is not obliged to provide the Client with the source code, but only with the executable machine code. Laudert reserves the right to pass the source code encrypted, if it is needed for the execution of the program.

14.3.4 Laudert must make the user documentation available to the Client only in German and in digital form. Any other form requires express agreement.

14.4 In the event that Laudert provides EDP systems or materials, the following special provisions shall apply:

14.4.1 Insofar as the Client is entitled to use computer systems and/or materials provided by Laudert for a limited period of time or to have them used by Laudert on their behalf (e.g. with ASP or SaaS), the Client shall receive simple, non-sub-licensable and non-transferable rights of use limited to the term of this contract in accordance with the contractual provisions. All rights of use shall expire at the time Laudert's contractual relationship with the Client is terminated.

14.4.2 The client is not entitled to make changes to the EDP systems for which Laudert makes software available. If Laudert makes new versions, updates, upgrades or other new deliveries with regard to the materials during the term of the contract, the above rights shall also apply to these.

14.5 The Client shall not be entitled to any rights not expressly granted to them above. The Client uses the materials only for their own business activities by their own personnel, unless otherwise regulated. In these cases, the IT systems are not transferred. In particular, the Client shall not be permitted to reproduce, sell or make available for a limited period to third parties, in particular not to rent or lend the materials without the express written consent of Laudert.

14.6 Insofar as expressly agreed in the contract, companies affiliated with the Client are entitled to use the materials. Affiliated companies within the meaning of this agreement are all current companies that are affiliated with the Client within the meaning of §§ 15 et seq. of the German Stock Companies Act (AktG), in which it holds at least 51 % of the shares.

14.7 If the Client is granted rights of use only for a system environment defined in the contract, use in another system environment requires the consent of Laudert.

14.8 Laudert is exclusively entitled to rights of use to preliminary stages of materials, in particular work results; this applies in particular to contents of databases and database systems.

14.9 If the Client seriously infringes Laudert's agreed rights of use or industrial property rights, Laudert shall be entitled - without prejudice to further claims - to terminate the contractual relationship extraordinarily. This presupposes an unsuccessful warning with a reasonable deadline set by Laudert.

14.10 In the event of termination, the Client is obliged, at Laudert's option, to delete the original materials affected by the termination, in particular software, including the written documentation, as well as all copies, or to return them to Laudert. At Laudert's request, the Client shall make a declaration of deletion. If a corresponding agreement has been made in the contract, the Client is entitled to retain a copy of the materials for inspection and archiving purposes. Other statutory provisions shall remain unaffected.

14.11 Laudert reserves the right of ownership and the right to dispose of delivered materials and goods until all payments under the contract have been received.

15. Operation - Availability

15.1 If Laudert's contractual service refers to temporary and/or ongoing use of Laudert's EDP systems, the following availability shall be deemed agreed:

15.1.1 Availability shall be calculated on the basis of the period of time attributable to the respective service category. Within the defined availability, Laudert owes services in accordance with the contractually agreed specifications.

15.1.2 Laudert's EDP systems and the associated services shall be provided from Monday to Friday from 7 a.m. to 8 p.m. If an „extended service“ has been expressly agreed in writing, the operating times are seven days a week, 24 hours a day.

15.1.3 The Client shall be entitled to use the contractual service with an annual average availability of 97%, unless otherwise contractually agreed.

15.2 The times shown below are not included in the availability owed by Laudert and therefore do not count as downtime:

- Times of regular maintenance;
- Times for unscheduled maintenance, but limited to 1% of the provision time owed;
- Downtimes resulting from technical and/or software changes for which Laudert is not responsible;
- Changes to the hardware, version and release change of the user software;
- Downtimes for which the Client is responsible.

15.3 For regular and scheduled maintenance per week, maintenance windows of 16.5 hours per week are agreed. Laudert will endeavour to carry out the regular maintenance at the maintenance times defined below:

- Mondays to Fridays, 5.30 a.m. to 8.00 a.m. in each case
- Saturdays from 9.00 am to 13.00 pm
- and otherwise as far as possible at low operating times.

15.4 If the systems are used at times of planned unavailability, the Client shall have no legal claim thereto. In the event of a reduction and/or discontinuation of services during a planned period of unavailability (e.g. during a maintenance window), the Client shall not be entitled to claim liability for defects or damages. The above exclusion of liability shall not apply if Laudert or their vicarious agents can be proven to have acted with intent.

16. Data backup

16.1 As far as the Client transfers the data management to Laudert, Laudert will back up the data. Data is backed up several times a day. Data backups shall be retained for a period of at least seven days. The integrity of existing references between the data of individual backups cannot be guaranteed. If the Client wishes to have more extensive data backup measures, these can be agreed with Laudert against additional remuneration.

16.2 If the contract provides for an access authorization of the Client for Laudert's EDP systems, the Client shall be granted an access authorization consisting of a user identification and a password. The Client undertakes to keep the user identification and password secret and to communicate them only to users authorised by them.

16.3 The Client grants Laudert the right to reproduce the data provided by the Client and stored by Laudert if necessary, insofar as this is necessary for the performance of the services owed under this contract. In particular, Laudert is entitled to store the data in failure computer centres or to mirror it on separate servers to ensure operation. In particular, Laudert shall be entitled to make changes to the structure of the data or the data format in order to eliminate malfunctions.

17. Data storage

17.1 Laudert shall grant the Client the opportunity to store data within the scope of the agreed scope or to have the data stored with the help of Laudert, which it can access - if agreed - in connection with the use of the application software used. Unless otherwise agreed, Laudert shall only be responsible for the provision of storage space for use by the Client. Laudert shall not be subject to any further duties of safe custody or care with regard to the data stocks transmitted and processed by the Client. The Client is solely responsible for compliance with commercial and tax retention obligations.

17.2 The extent of the storage space available to the Client is defined in Laudert's system specification. This is part of the contract. There it is explained how the processing of the data takes place related to the respective contractual relationship. The data is stored on the data server as part of a database transfer and as part of the ongoing use of the application software, possibly also on the Laudert database. In the event that the data is transferred from a database of the Client, the latter shall be obliged to provide Laudert with the information on the database management system required for the transfer, including any test data, at least four weeks prior to the intended transfer of the data. The data to be transferred must then be provided to Laudert on a data carrier designated by Laudert as suitable or by means of remote data transmission at least 20 working days prior to the intended use of the data. Laudert supports the Client in transferring the data within the framework of the contract.

18. Warranty

18.1 The Client is obliged to check that the contractual performance is in order and to notify Laudert immediately of any defects.

18.2 Laudert warrants that the work corresponds to the agreed quality as it results from the contract and possible agreed changes and extensions to the scope of services in the planning and preparation phase. At Laudert's option, the warranty shall initially be provided by subsequent improvement - if possible also by means of remote data transmission - or by replacement delivery. The expenses necessary for this purpose shall be borne by Laudert. This includes in particular transport, travel, labour and material costs.

18.3 If available, the Client shall provide the documents required for rapid error correction, e.g. input and output data as well as interim and test results.

18.4 Laudert shall provide an interim solution until the defect has been finally remedied if this is necessary with regard to the operational interests of the Client and Laudert can reasonably be expected to do so.

18.5 If the subsequent performance fails, the Client may remedy the defect themselves and demand reimbursement of the necessary expenses or cancel the contract for the program creation phase and the subsequent installation, instruction and training phases or demand a reduction in remuneration and/or, insofar as the requirements of No. 19 are met, demand damages. The remuneration attributable to the planning phase shall remain unaffected, unless the defect is due to a breach of duty already committed by Laudert in this phase.

18.6.1 If a third party asserts claims based on the fact that they have rights to a service provided by Laudert, Laudert shall indemnify the Client against costs and damages imposed by final and absolute judgment. The indemnification presupposes that the Client has informed Laudert immediately in text form of the assertion of the claim and that Laudert exercises sole control over the defence and associated actions and that the Client grants Laudert the necessary support, information and power of attorney to carry out the aforementioned actions.

18.6.2 The warranty shall expire for such contractual services, in particular programs that have been modified by the Client or in which the Client or third parties acting on the Client's behalf or third parties acting in the Client's area of responsibility have intervened, unless the Client proves to Laudert that this fact was not the cause of the error.

18.7 Laudert may demand payment of the examination costs if Laudert acted on the basis of an error message from the Client and if Laudert proves that Laudert is not responsible for the error.

18.8 In the case of services under a service contract, there is no warranty claim. This applies in particular to training services.

18.9 In the case of rental services provided by Laudert, the following special provisions shall apply:

18.9.1 In the case of rental services, the warranty shall be governed by the statutory provisions of §§ 536 et seq. of the German Civil Code (BGB), unless otherwise regulated in these conditions. In particular, Laudert shall not be liable for the functionality of the communication lines to the EDP systems covered by the contract, for power failures and for failures of hardware and software (in particular servers) which are outside Laudert's sphere of influence.

18.9.2 In the event of temporary, in particular rental-based provision of services (ASP or SaaS), the Client shall have the right to terminate the contract (cf. No. 20 below) under the conditions set out therein instead of a right of rescission.

18.10 The limitation period for warranty claims shall be 12 months, unless shorter limitation periods are applicable by law, e.g. in the case of rent. This shall not apply to building contracts, to items which have been used for a building in accordance with their usual purpose and which have caused its defectiveness, to claims due to injury to life, limb and health or to at least grossly negligent breaches of duty by Laudert or one of its legal representatives or vicarious agents. Also unaffected shall be special statutory provisions for claims in rem for surrender by third parties, in the event of fraudulent intent by Laudert and for claims in supplier recourse in the event of final delivery to a consumer.

19. Liability

19.1 Laudert shall be unrestrictedly liable for any damage - irrespective of the legal basis

- a) in case of intent,
- b) in the event of culpable injury to life, body or health,
- c) defects which Laudert fraudulently concealed or whose absence Laudert guaranteed,
- d) in the event of defects in the delivery item, insofar as liability is assumed under the Product Liability Act for personal injury or property damage to privately used items.

19.2 Laudert shall also be liable in the event of culpable breach of essential contractual obligations, but in the event of simple negligence limited to the damages which Laudert foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or which Laudert should have foreseen if it had exercised due care and which are typically to be expected if the delivery item was used in accordance with its intended purpose. Essential contractual obligations are those obligations which protect legal positions of the Client which are essential to the contract, which the contract has to grant them according to its content and purpose, and such obligations whose fulfilment makes the proper execution of the contract possible in the first place and on the observance of which the client has regularly trusted and may trust.

19.3 Laudert is also liable for damages caused by gross negligence. If, however, other than essential contractual obligations have been breached and legal interests other than life, limb or health are also affected, Laudert's liability in the event of gross negligence shall also be limited to the damages which Laudert foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or which Laudert should have foreseen if due care had been taken and which are typically to be expected if the delivery item was used as intended.

19.4 Further claims are excluded.

19.5 The exclusions and limitations of liability specified in paragraphs 19.1 to 19.4 shall also apply to corresponding breaches of duty by Laudert's vicarious agents.

19.6 Insofar as liability for damages against Laudert is excluded or limited, this shall also apply with regard to the personal liability for damages of its executive bodies, legal representatives, employees and other vicarious agents.

19.7 If rental contract law applies, Laudert's strict liability for damages (§ 536 a BGB) for defects existing at the time of conclusion of the contract is excluded. In such cases, liability shall be governed by paragraphs 19.1 to 19.6.

20. Termination

20.1 If the parties have not agreed a fixed term, the contracts may be terminated with six months' notice to the end of the month. Notice of termination must be given in writing.

20.2 Termination for good cause is permitted for both contracting parties. In such a case, § 314 BGB (German Civil Code) shall apply, which shall apply mutatis mutandis if there is no continuing obligation. The considerable violation of duties to cooperate constitutes a good cause. Notice of termination must be given in writing.

20.3 If the contract is terminated by notice of termination, the Client shall pay the agreed price less the pro rata costs for the agreed scope of services saved by the termination.

20.4 If the Client terminates the contract for reasons for which Laudert is responsible, they shall pay the price only for those parts of the pro-rata performance which are objectively usable for them.

20.5 Laudert shall be entitled, after termination, to cease work on the performance of the affected object of performance with the effective date of the termination.

20.6 If rental contract law applies, Laudert may - without prejudice to the provisions of No. 20.3 above - terminate the contract without notice if the Client is in arrears with payment of the remuneration or a not inconsiderable part thereof for two consecutive months or for a period of more than two months with payment of the remuneration in the amount of the remuneration for two months. Laudert reserves the right to assert further claims.

21. Termination support

After termination of the contract, Laudert will provide termination support to the Client to continue the project only within the framework of a new individual contract. Unless otherwise agreed, Laudert shall render their corresponding services on a time and material basis; the provisions in No. 13.2 shall apply accordingly

22. Non-solicitation clause

The Client undertakes not to recruit any Laudert employees directly or indirectly through third parties during the cooperation between the parties and for a period of one year thereafter. For each case of culpable infringement, the Client undertakes to pay a contractual penalty to be determined by Laudert and, in the event of a dispute, to be reviewed by the competent court.

23. Choice of law - Place of jurisdiction - Place of performance

23.1 The law of the Federal Republic of Germany shall apply with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG) and its standards, which refer to another legal system.

23.2 Exclusive place of jurisdiction is the court responsible for Vreden. Laudert is, however, also entitled to sue the Client at their place of business.

23.3 The place of performance is Vreden.

Laudert GmbH + Co. KG

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