CONET ─ CONTRACTUAL TERMS FOR SERVICES (CTS)

Take precedence over the general contractual terms (GCT)

1. Scope; other contractual terms

1.1 These contractual terms for services - hereinafter referred to as "**CTS**" - apply for all legal transactions between the respective contracting company in the CONET Group - hereinafter referred to as "**CONET**" - and this company's contracting partner - hereinafter referred to as "**Customer**" -, on the basis of which CONET carries out or implements services (Section 611 et seqq. of the Civil Code), hereinafter summarised as "**services**".

These CTS are made up of the general conditions for services, Part A and the special conditions for works, Part B.

1.2 In addition to this, the general contractual terms (GCT) of CONET also apply.

PART A ─ GENERAL CONDITIONS FOR SERVICES

2. Principles of the service provision

2.1 CONET provides the services in accordance with the conditions agreed in the respective contract and additionally in these CTS, furthermore in return for the payment of remuneration in line with CONET's relevant valid general price list.

2.2 Responsibility for the project and for the success of the project lies with the customer.

2.3 CONET shall determine the method of service provision itself unless otherwise specified in the contractual agreements.

2.4 CONET shall provide the services itself or arrange for third parties to provide the services.

2.5 CONET shall provide the services in accordance with the principles of proper professional practice.

2.6 CONET is entitled to provide partial services, which can also be invoiced separately, where and to the extent that their acceptance is not associated with disproportionate expenses for the customer and the benefit of the services is not significantly impaired.

2.7 The location of the provision of the services is the headquarters of CONET unless otherwise agreed.

2.8 The CONET employees involved in the provision of services shall be selected by CONET. The Client is not entitled for services to be provided by specific employees.

2.9 The customer is not entitled to issue instructions to the CONET employees involved in the provision of services.

2.10 Where CONET is required to represent the results of the provision of services in writing in accordance with the agreement, only the written representation is authoritative.

3. Participation services on the part of the customer; provisions; storage obligations on the part of the customer

3.1 The customer shall support CONET with the contractual provision of services to the extent necessary and reasonable for him and shall ensure that all of the conditions for the contractual provision of services which are within his area of responsibility are met in good time and free of charge to CONET.

In particular, the customer shall provide CONET with the documents, information and data from his area of responsibility, hereinafter summarised as "**materials,**" that are necessary for the provision of services by CONET in full, accurately and in good time and free of charge to CONET. The customer shall also ensure that he keeps these up to date during the implementation of the contract.

CONET shall fundamentally assume the completeness, accuracy and up-to-date nature of the materials received from the customer. CONET shall inform the customer, however, if CONET feels the materials are obviously and identifiably incomplete, inaccurate or outdated.

Further participation services of the customer are set out in Part B of these CTS and where applicable in the offer and/or the contract.

3.2 All provisions by the customer which are agreed between the contracting parties or are necessary (e.g. technical specifications, test data, texts) must be made by the customer in good time, free of charge to CONET and in the form and quality necessary for the contractual provision of services.

The customer holds sole responsibility for the provisions. In particular, the provisions may not infringe the applicable law.

To the extent that provisions by the customer are protected by copyright law or other protection statutes such as the Trademark Act, the customer shall grant CONET with the non-exclusive right to use the provisions within the scope of the contractual provision of services for a period of time limited to the duration of implementation of the contract. All other rights remain with the customer.

3.3 Unless otherwise agreed, the customer shall store all materials and provisions handed over to CONET in his own facilities too in such a way that these can be reconstructed in the case of any damage or loss, where possible using data carriers, otherwise in another appropriate manner.

4. Transfer of service results; transfer of risk

4.1 CONET can transfer the service results which are the subject matter of the contract to the customer by means of electronic transfer or by provision for download provided the service results are suitable for this on the basis of their nature (e.g. in the case of software created) and unless otherwise agreed. If the service results are provided for download, CONET shall provide the customer with the information necessary for the download.

4.2 Where service results are sent electronically, the risk of accidental deterioration transfers to the customer on receipt by the telecommunication provider commissioned by CONET to send on the service results.

4.3 Where service results are provided for download, the risk of accidental deterioration transfers to the customer on provision and communication of this to the customer sending the information that is necessary for the download.

5. Usage rights to service results

5.1 On receipt of full payment of the remuneration due for this, CONET shall grant the customer the permanent, non-exclusive right to use the contractual service results internally for his own purposes within the scope of the contractually assumed purpose of use unless otherwise agreed. All other rights remain with CONET.

The usage right granted above may only be transferred by the customer to a third party if the customer gives up his own use entirely.

5.2 CONET is entitled to take appropriate technical measures to protect non-contractual and/or illegal use of the service results. The contractual use of these may not be significantly impaired by this.

5.3 CONET can revoke the customer's usage right granted in accordance with Clause 5.1 at any time if he infringes agreed limitations on use or other regulations to protect against unauthorised use of the software in a manner which is not insignificant. CONET must set the customer an appropriate period in which to remedy this beforehand. If this occurs repeatedly or under certain circumstances which justify immediate revocation taking into account the interests of both sides, CONET can revoke the usage rights without setting a deadline. The customer must confirm the cessation of use to CONET immediately in writing on receipt of the revocation declaration.

6. Contractual terms, termination

6.1 If the contract is concluded indefinitely, it can be terminated by either party with a notice period of three months to the end of a calendar year. A termination of this type is only possible from the end of the calendar year after the one in which the contract is concluded. Any minimum term agreed is not affected by this right of termination.

The above does not apply if anything else is agreed. Section 649 of the Civil Code applies in the case of contracts for works.

6.2 Withdrawal from the contract is excluded. However, the contract can be terminated by either party without a notice period for good cause.

6.3 Declarations of termination are only effective if they are in writing.

7. Remuneration

7.1 Unless otherwise agreed, all services are provided and invoiced by hours worked in accordance with the hourly or daily rates set out in the offer or otherwise agreed, otherwise in accordance with the applicable CONET price list. Any calculations of hours worked included in the offer or indicated elsewhere are non-binding unless these are expressly marked as a fixed price or a binding upper limit.

7.2 CONET can adjust the remuneration once per calendar year based on general developments.

Within an ongoing contract (continuing obligation, the customer has a right of termination if the remuneration rates increase by more than five percent (compared to the previous remuneration). CONET shall inform the customer of an increase of this type two months before the entry into force of this increase. The customer may terminate within one month of receipt of the notification of the time at which an increase at this time will be made.

7.3 Evidence of hours worked is deemed to be approved unless the customer contradicts it within 21 calendar days of receipt in writing indicating the reasons.

7.4 Travel costs and expenses and other expenditure shall be reimbursed to an appropriate degree by the customer, as a minimum in accordance with the fiscal flat rates.

Travel time is deemed to be working time.

7.5 The costs and expenses which arise from services which are not covered by the contractual agreements are to be borne by the customer. The same applies to costs and expenses which occur for CONET due to

▪ incorrect or incomplete information from the customer,

▪ a lack of participation services or provisions on the part of the customer and/or

▪ incorrect complaints by the customer and/or activities carried out to remedy defects related to this.

PART B ─ SPECIAL CONDITIONS FOR WORKS

8. Scope of the regulations below

The regulations in this Part B only apply to works (Section 631 et seqq. Civil Code), and for this take priority over the other regulations in these CTS.

9. Responsibility for success; description of services; test equipment

9.1 CONET shall only bear any responsibility for success arising from works contracts to the extent that

▪ the essential criteria are specifically and fully defined in the service description with reference to the scope and effect and have become the subject matter of the contract (agreed service criteria) on conclusion of the contract and

▪ the customer carries out his participation services and makes his provisions in good time and properly.

Unless there is a prior requirement for this, CONET is not responsible for the success of the work. This does not apply where the failure to participate and/or provide items in good time or properly does not have any effect on the provision of the service by CONET.

9.2 The description of services is based on the technical and functional requirements communicated by the customer. It is final and sets out in particular the agreed service criteria (see Clause 9.1) and any test criteria to be used for this. Changes to the description of services can be made in accordance with Clause 11.

Any analysis, planning and advice services liked to the description of services shall only be provided by CONET on the basis of a separate contract.

9.3 Where this has not yet been agreed in the description of services, the contracting partners shall agree the procedures to be carried out to test the services in good time (generally two weeks) before acceptance (see Clause 12) using the agreed service criteria including the data necessary for this (e.g. test cases) - the procedures and data are hereinafter summarised as "**test equipment**".

If the test equipment has not been agreed in good time, CONET can define practically suitable test equipment in a binding manner. The customer's interests must be taken into account in an appropriate manner.

Where the subject matter of the contract is the creation or editing of software, the customer shall provide suitable test cases and data for the acceptance testing in a machine-readable form. The customer and CONET shall agree appropriate software for this.

10. Collaboration of the contracting partners; special participation services on the part of the customer

10.1 The customer shall ensure that expert staff are available to support CONET to an extent reasonable to the customer during the implementation of the contract.

10.2 The contact (see Clause 4.1 of the GCT) shall make decisions associated with the implementation of the contract immediately and shall be available to the respective other party for the necessary exchange of information.

The decisions made by the contacts shall be documented in the agreed form.

10.3 If the subject matter of the contract is the creation or editing of software, the customer shall communicate his technical and functional requirements for the software to CONET in good time, in full and in detail.

10.4 The customer shall hand the test equipment agreed in accordance with Clause 9.3 and/or defined over to CONET in good time and properly where this is within his area of responsibility. If the customer is delayed with handing over this equipment, CONET is entitled to create or procure appropriate test equipment at the expense of the customer.

10.5 The customer must notify CONET of any defects taking into account Clause 4.3 of the GCT. Unless otherwise agreed, the customer shall use forms and procedures predetermined by CONET for this.

In the case of any defects in the contractual software and to the extent necessary for CONET and reasonable for the customer, the customer must support CONET on the remedying of the defects, in particular he must enable remote access to the customer's system and provide the analysis material he has available.

11. Procedures for changing services

Both contracting partners can propose changes to the description of services (see Clause 9.2) and/or other changes to agreed services, hereinafter referred to as "**proposed change**". The following procedure applies for this:

11.1 CONET shall inspect the customer's proposed changes and communicate to him whether an extensive check of the proposed change is necessary or not.

11.2 If an extensive test of the proposed change is necessary, CONET shall communicate the period of time likely to be required for this and the costs to the customer. The customer shall grant or reject the application for testing within an appropriate period of time.

11.3 If an extensive test of the proposed change is not necessary or the test commissioned has been completed, CONET shall either

- communicate to the customer that the proposed change is not feasible for CONET within the scope of the agreed services or

- provide the customer with a written offer for the implementation of the changes, hereinafter referred to as "**change offer**". The change offer contains in particular the changes in the description of services and their effects on the service period, the planned dates, the test equipment and the remuneration.

11.4 The customer shall either reject a change offer within the binding notice period set out there or state his acceptance of the change offer.

11.5 The contracting parties can agree that services affected by a proposed change are interrupted until the tests have been completed or, where a change offer has been provided, until the binding notice period has passed.

11.6 In the absence of an agreement in accordance with Clause 11.5, the services are continued until the change offer is accepted on the basis of the previous agreements. The service periods, dates and deadlines are automatically extended by the number of calendar days for which the provision of service is interrupted on the basis of the proposed change and/or the testing of this.

CONET can request appropriate remuneration for the duration of the interruption unless CONET has used its employees who are affected by the interruption for other purposes.

11.7 Clauses 11.2 to 11.6 apply accordingly to the proposed changes.

11.8 Proposed changes are to be addressed to the contacts (see Clause 4.1 of the GCT) of the contracting partner.

12. Acceptance of work results

12.1 The customer must check all of the service results arising from a works contract given to him or made available to him which can be tested, hereinafter referred to as "**work results**" immediately, generally within 14 calendar days of them being handed over or made available in accordance with the regulations below, unless another deadline has been agreed. During this period, hereinafter referred to as "**test period,**" the customer must ensure, in particular using the test equipment, that the work results are free of faults and in accordance with the contract, in particular that they have the agreed nature.

CONET is entitled, to decide to accompany and support the customer's acceptance tests, including on site at the customer's facility.

12.2 Clause 10.5 applies to defects identified during the test period. Unless otherwise agreed, each properly notified defects is allocated to one of the following categories.

a) Category 1:

The work result has a defect which makes it impossible to use or only possible to use with serious restrictions.

b) Category 2:

The work result has a defect which severely restricts its usability without being a Category 1 defect.

c) Category 3:

The work result has a defect which only restricts its usability to an insignificant extent.

12.3 In the case of a Category 1 defect the customer can refuse to accept the relevant work results. The customer has the same right if several Category 2 defects combine to create Category 1 effects.

CONET shall remedy properly notified (see Clause 10.5) defects with Category 1 effects within an appropriate period of time such that there are no further Category 1 effects. If the tests cannot be continued properly due to a defect of this type, its effects or its remedying by the customer, the test period for the relevant work results is extended accordingly.

12.4 Acceptances or partial acceptances are not affected by subsequent acceptance tests for other work results. The same applies to tests which have already been carried out, except to the extent that these are affected by a defect or said defect being remedied.

12.5 Once there are no (further) Category 1 defective effects, the work result can be accepted. In this case, the customer shall state his acceptance of the relevant work results immediately but no later than the end of the test period (see Clause 12.1).

Each work result is deemed to have been accepted, including without the express declaration of this and/or request for acceptance by CONET,

- if the customer uses the work results for purposes other than testing,

- on payment for the work result, unless the customer has previously expressly refused acceptance for justified reasons,

- if the customer does not complain of any defects which would prevent acceptance within the test period,

- if the customer does not accept the work result within an appropriate period set for him by CONET, although he is obliged to do so,

- if the customer does not complain about defects which would prevent acceptance within an appropriate period set for him by CONET and CONET made reference to this consequence when setting the deadline and/or

- if the tests were carried out without defects which would prevent acceptance when using the test equipment.

12.6 Unless otherwise agreed, CONET can request the acceptance of delimitable parts of the work results, including individual parts, at any time. Acceptances of this kind are made in accordance with the regulations of this Clause 12.

12.7 In addition to this, the commercial duty of examination and notification of defects (Section 377 Commercial Code) applies for the customer.

13. Claims on the part of the customer in the event of any defects in the work results

13.1 The customer is entitled to claim for defects only to the extent that the defects reported can be reproduced or evidenced by the customer in another way. This also applies to defects, in light of which the customer has declared his acceptance with reservations. Clause 4.3 of the GCT applies in particular when communicating defects.

13.2 If the customer is entitled to claim for defects, he first has a right to supplementary performance within an appropriate period of time. CONET shall choose whether to provide supplementary performance by remedying the defect or by producing new items. The customer's interests will be taken into account in this decision to an appropriate extent.

13.3 If the supplementary performance fails or cannot be carried out for other reasons, the customer can decrease the remuneration, withdraw from the contract and/or request compensation or reimbursement of expenses within the scope of

Clause 9 of the GCT where the legal conditions exist for this.

13.4 The customer is only entitled to do this himself, for which he must pay a fee, if a defect is not remedied by CONET despite an appropriate deadline for subsequent performance passing and CONET is responsible for the cause of this.

13.5 The customer must exercise any right to choose that he has with regard to these claims for defects within an appropriate period of time, generally within 14 calendar days.

13.6 If there is any delay in supplementary performance by CONET, Clause 6.4 of the GCT applies to compensation and the reimbursement of expenses.

13.7 Clause 7 of the GCT also applies for material defects; Clause 8 of the GCT also applies for defects of title.

14. Additional regulations for the creation and editing of software

14.1 Unless expressly agreed otherwise, the reproduction copy of the contractual software to be given to the customer by CONET comprises solely the object code; the customer is not entitled to the source code.

14.2 The contractual software is handed over with instructions for use (user documentation or online help). The instructions for use are written in the language of the software's user interface unless otherwise agreed.

The delivery or creation of further documentation requires separate written agreement, in particular in terms of the content and scope.

14.3 The customer shall inform CONET immediately of changes to the conditions of use of the contractual software.

14.4 The customer may not do anything which may abet the unauthorised use of the contractual software. In particular, he is not entitled to decompile the software, except where this is expressly permitted in accordance with the compulsory legal regulations. The customer shall inform CONET immediately if he becomes aware that there is a risk of or has been unauthorised access to the contractual software in the area for which he is responsible.