

Additional terms and conditions Enterprise to the conditions of use for d.vinci easy

1. General information

These Enterprise conditions of use supplement the general conditions of use for the software d.vinci easy and shall have precedence over said conditions.

2. Certification of the Provider

The Provider has a certification according to DIN/ISO 9001 and DIN/ISO 27001 and will uphold this for the duration of this contract.

4. Service-Level agreement

a) For the event of defects to the services owed by the Provider the parties agree upon the following fault classes:

Fault class 1: Defects, which render all uses of the software impossible. The software is either not executable at all or interrupts its function arbitrarily.

Fault class 2: Defects, which render the use of the software substantially more difficult without making it impossible.

Fault class 3: Defects, which do not render the use of the software substantially more difficult.

b) As soon as the Provider has gained knowledge of a defect it shall classify this defect into the afore-mentioned fault classes at its reasonable discretion. It shall subsequently take the following measures depending on which fault class exists:

Fault class 1: Immediate commencement of the work to remedy the defect during the working hours by using all resources available to the Provider insofar as deemed financially reasonable;

Fault class 2: Immediate commencement of the work to remedy the defect during the working hours;

Fault class 3: Remedy of the defect in the customary course of business within a reasonable deadline;

5. Training

At the request of the client the Provider shall conduct training for the client's employees according to its price list.

6. Availability of d.vinci easy and access to the application data

a) The Provider shall owe an availability of d.vinci easy and the application data at the transfer point (interface to the Internet of the computer centre, in which the servers, upon which d.vinci easy runs, stand) of 99 % per contractual year. Incidentally, the general conditions of use shall apply accordingly.

b) The Provider shall make a Hotline, against payment of costs, for questions of users available under the telephone number T +49(0)40 37 47 99 10 (35,00 Euro per started 10 minutes) during the period of time from 08:00 am and 6:00 pm CET, from Monday – Friday with the exception of national public holidays.

8. Cooperation of the contractual partners, general obligations to provide assistance

a) The parties hereby agree that the success of the project essentially depends on the good cooperation of the parties involved and one contractual party alone cannot achieve the success of the project without the assistance of the other party. Both parties therefore agree that they will make every effort to promote the achievement of the targets pursued with this project with the due care and attention for which an ordinarily acting merchant is responsible. For this purpose they shall in particular satisfy the obligations to provide assistance, for which they are responsible, in time and in the required quality and coordinate the processing of the respective tasks with each other.

b) For work, which is carried out in the client's rooms, it shall make suitable workplaces available for our employees free of charge and grant these employees access to the equipment which is necessary for the provision of services.

c) The customer shall guarantee sufficient time reserves for its IT department and the test users for the communication with us, for the participation in workshops, for the coordination and release of project documents, for the tests as well as for the system equipment and the other assistance services.

9. Project management – sharing of tasks and assistance

a) The parties can respectively name a contact to each other as project manager for the coordination of the tasks for the joint project management.

b) The respectively named contacts and – in the event that they are prevented – their representatives are not authorized to the representation in legal transactions.

c) In cases, which require substantiation, the parties are entitled to exchange their respective project managers. The exchange is to be reported to the respective other party immediately in writing. Insofar as the client changes its project manager and, if applicable, agreed time schedule will be postponed by at least one day per started month of the project term. An at least two-day initial instruction of the new project manager must further be carried out by us in the project history and in the project documents. We will submit an offer in this respect. If the client does not accept this within five workdays at its registered seat as well as during the time in which the offer is being examined by it, additional work possibly caused by the new project manager is to be remunerated and delays for which it is responsible shall lead to the corresponding postponement of agreed dates.

d) The parties shall, if required, hold project steering committee meetings with a corresponding agreement, for the term of very complex projects, in which the project manager as well as representatives of each party, who entitled to representation in legal transactions, take part. Upcoming, project-relevant decisions will be jointly discussed in these meetings and a binding decision finally made in this meeting. The meetings can also be held by telephone.

e) Minutes will be prepared by us concerning meetings of the parties which are relevant to the contract, which will be sent to all parties involved at our registered seat within seven workdays. If not objected to by the client within five workdays after the receipt of the minutes then the minutes shall be binding for both parties.

f) Decisions of the client, which we request in writing (in particular concerning topics, which shall have an influence on the project budget or the project time schedule, e.g. changes to requirements, changes to organisational flows, changes to the project procedure, etc.), will be made by no later than within seven workdays after receipt. Exceptions require a substantiation and shall extend possibly agreed deadlines accordingly, insofar as they depend on this decision.

g) The work for the project management on our part envisaged in the budget (organisational coordination of all parties involved, specialist supervision by the project manager, time required for the forwarding and clarification of information between the parties) is based on the assumption that a maximum work of 8 hours is necessary per calendar week. Should the actual necessary work be greater for reasons, for which the client is responsible, we can invoice this at the agreed rates.

10. Change request /Change Management

a) The client is entitled to request changes to the delivered configuration. It has to inform us of its change request in writing for this purpose, at our request by using our online ticket system JIRA in the standardised change format.

- b) We will inform the client immediately whether we have to examine the change request liable to costs owing to the scope of the request and will in this case only carry out the examination with the release of the client.
- c) After the first examination of the client's request we will inform it,
- i) whether the execution of the change request can be solved from a technical point of view or will exceed our resource capacities,
 - ii) which implications on dates are caused and
 - iii) which time requirements we are expected to require in order to offer a more detailed offer from a price and date point of view for the execution of the change request.
 - iv) that we refuse the change request, as it concerns a change, with which a take-over into the standard for all clients is not useful.
- d) With the release of the client, we will submit the change offer to the client for release within the agreed deadline. Services possibly affected hereby shall be suspended during this period of time and dates agreed for this purpose will be postponed accordingly. If the client declares the release the order shall be modified accordingly. If the client refuses the release the order will remain unaffected.
- e) Changes to the software within the meaning of individual special programming are excluded.
- f) The circumstance that no agreement is reached concerning the change request shall not entitle to an extraordinary termination.

12. Updates of the software

- a) Insofar as we publish new versions of the software for our clients, we will install these regularly and in real time on the client's system.
- b) If the client requests the take-over of individual adjustments /configurations for updates, we will submit it a corresponding offer.

13. Term, termination

The ordinary period of notice is six months to the end of the month for both parties in deviation from the general conditions of use.

14. Non-disclosure obligation

- a) The contractual parties undertake to maintain secrecy concerning all information about the respective other contractual partner received from this contractual relationship. This shall apply in addition to the operational organisation flows in particular for all

b) Information, which is explicitly described or marked as confidential, or are obviously business and trade secrets. Insofar as not required by the object of the contract, they shall not make any records and notifications to third parties. A forwarding to third parties beyond this or all other kinds of disclosure shall require the prior written consent of the other party.

c) The respective other party is forbidden from using the received business secrets for purposes which do not relate to the contract, directly or indirectly for own or third party purposes, or commercially or from applying for thus associated property rights.

d) Excluded from the secrecy is such information, which (i) was generally known at the time of the transmission or becomes known subsequently – without the fault of the other party -, (ii) was already lawfully known by the other party at the time of the disclosure, (iii) becomes known after the time of the transmission on the part of third parties without a non-disclosure obligation, without the third party on its part being obliged to secrecy, (iv) irrespective of the disclosed information was developed by the other party or one of its holding companies, which is proven by the inspection of written documents or was lawfully procured in an unlimited form from another source, which is entitled to make this information available or (v) has to be disclosed owing to mandatory statutory, official or court regulations or orders. In the latter case the other party is however to be informed hereof in advance in writing, insofar as permitted.

e) Received business and operation documents shall be stored to the extent that third parties cannot gain any access hereto. They are to be returned to the opposing party after termination of this contract insofar as no statutory storage obligation exists.

f) This non-disclosure agreement shall not be affected by a termination of the contract. The duties ensuing from such shall lapse five years after the ending or termination of the contract.