

**I. General conditions**

**§ 1 Scope**

1.1. These General Terms and Conditions („GTC“) shall be an integral part of all agreements („Software Agreements“) between Asseco Solutions AG („Asseco“) and the customer („Customer“ and jointly „Parties“) concerning the purchase and maintenance of software as well as further software maintenance services and other services rendered by Asseco in this context („Contractual Services“). They shall also apply to future businesses with the Customer arising from ongoing business relationships.

1.2. The rights and duties of the Parties, particularly the respective scope of services, are determined primarily by the Software Agreements. Unless the Parties have not agreed upon differing terms therein, these provisions shall apply.

1.3. Contrary or differing terms to these GTC only apply if and insofar as Asseco has explicitly agreed to them in writing.

**§ 2 Delivery conditions**

2.1. Place of performance shall be the registered office of Asseco. Deliveries shall be made ex works from the Asseco registered office (Incoterms).

2.1. Any delivery dates specified by Asseco are based on Asseco's assessment at the time of conclusion of the respective agreement and shall be always non-binding, unless explicitly agreed otherwise in writing between the Parties.

2.2. The Customer shall not be entitled to refuse acceptance of products or services due to minor defects which do not notably affect use adversely. In the event that the Customer violates his duty to accept or to cooperate, Asseco shall be entitled to claim from the Customer all resulting damages, including additional expenses. In this case, the risk of incidental loss or accidental damage to the delivery objects at the time the breach of duty occurred shall be transferred to the Customer. Section 377 HGB (German Commercial Code) shall apply.

**§ 3 Reservation of modifications**

Asseco shall be entitled to modify the nature of the contractual services unilaterally, if this is required by compulsory legal provisions or if the modification is a technical improvement which does not adversely affect the contractual use. Asseco will inform the Customer of this in time.

**§ 4 Payment**

4.1. All prices are exclusive of the respective statutory VAT at the time of service provision.

4.2. Any delivery or shipping costs, sales tax as well as all support services, especially implementation planning, implementation of software, instructions, operational preparations or other consultation services are not included and shall be charged separately based on a time and material basis, unless the Parties have explicitly agreed otherwise.

4.3. If services are charged on a time and material basis, hourly rates, travel expenses and additional expenses shall be charged according to the general rates of Asseco, as amended from time to time.

4.4. Payments shall be immediately due after the receipt of goods or the provision of Contractual Services and shall be paid without deduction immediately after receipt of the respective invoice.

4.5. Payments to Asseco shall be made by bank transfer. Asseco shall not accept payments by check or bill of exchange. In any event, a check or bill of exchange shall be submitted only on account of performance. The submission does not result in a deferral of claim. The Customer shall bear all costs associated with the realization of a check or bill of exchange.

4.6. In case of delay, Asseco shall be entitled to demand default interest from the Customer. Default interest rates shall accrue in the amount of 9 percentage points above the respective base interest rate p.a. of the European Central Bank.

4.7. Should the Customer default with any payment obligation or should circumstances occur that impair the financial situation of the Customer in a sustainable manner or that adversely affect his creditworthiness, Asseco shall be entitled to withhold the provision of further services until full payment has been made.

**§ 5 Offset, right of retention, assignment**

5.1. The offset or exercise of a retention right by the Customer due to disputed counterclaims or counterclaims that have not been legally assessed in a binding judgment is excluded. The exercise of a retention right by the Customer is also excluded insofar as any counterclaims are not based on this agreement.

5.2. The Customer shall not transfer his rights and duties under this agreement either in whole or in part without the prior written consent of Asseco. Asseco shall be entitled to transfer the rights and duties under this agreement to affiliated companies in the sense of sections 15 ff. AktG (Stock Corporation Act).

**§ 6 Customer duties of cooperation**

6.1. The Parties agree that the implementation and use of the Software requires the cooperation of the Customer. In case no certain time has been defined for the performance of necessary duties of cooperation and facilitation, Asseco shall request such duties from the Customer with a reasonable period of time.

6.2. The Customer shall support Asseco with the performance of the Contractual Services to the extent required and free of charge and shall especially provide, to the required extent, employees, work spaces, hardware and software, data and telecommunication equipment.

6.3. The Customer shall inform himself of the essential functional characteristics of the Software and shall bear the risk that the Software complies with his operational requirements and needs.

6.4. The Customer shall observe the information provided by Asseco regarding installation and operation of the Software, especially with regard to hardware and software requirements as well as to user documentation.

6.5. The Customer shall verify whether the newest version of the Software may be used on the existing systems. The Customer is not obliged to adapt hardware, software or operating system platforms. Asseco shall not be liable for damages, in case the Customer does not adopt a new software version within a reasonable period of time after provision, regardless of the type of damage; this shall especially apply to damages resulting from software errors eliminated by the newest software version.

6.6. The Customer shall take necessary precautions for the event that the Software does not work properly, in whole or in part. This includes, to a reasonable extent, daily data backups, error diagnosis and regular checks of data processing results.

6.7. The Customer shall grant Asseco access to the object of the agreement for error tracing and troubleshooting purposes, upon request from Asseco either directly and/or remote.

6.8. Asseco shall be entitled to examine whether the object of the agreement is used in accordance with the provisions of such agreement. For this reason, Asseco shall be entitled to request information from the Customer, especially regarding time and extent of use of the object of the respective agreement.

6.9. For description, localization, finding and reporting of errors, the Customer shall follow the instructions given by Asseco. Accordingly, the Customer shall specify his error messages and questions as much as possible. For this, he shall resort to adequately trained employees.

6.10. During required test runs, the Customer shall appear in person or assign adequately trained employees who are authorized to evaluate and decide on defects, reductions of features and changes to the program structure.

6.11. For hotline support and maintenance, the Customer shall provide to Asseco remote access (via VPN/RAS, etc., e.g. Netviewer) to his network and to the applications installed. The Customer shall provide the necessary infrastructure in form of a sufficiently-dimensioned administrator workstation as well as the required authorizations for Asseco according to the specifications provided by Asseco. Access by Asseco shall only take place upon consultation and a corresponding activation by the Customer. Access is permanently accompanied and monitored by the system administrator of the Customer. The Customer shall bear any line costs.

6.12. The Customer shall perform special duties of cooperation and facilitation as required by Asseco and agreed upon between the Parties in the Software Agreements or any other agreements.

6.13. If the Customer does not fulfill the necessary duties of cooperation and facilitation, Asseco shall not be responsible for any resulting limitation of Contractual

Services. In such a case, Asseco shall use reasonable efforts to deliver the Contractual Services regardless of such duties of cooperation and facilitation. In case additional costs arise for Asseco due to such efforts, the Customer shall refund Asseco these costs.

6.14. The establishment of a functioning hardware and software environment - sufficiently-dimensioned, taking into account the additional load caused by the Software - is the sole responsibility of the Customer.

**§ 7 Confidentiality**

7.1. The Parties shall guarantee that they will not use or disclose confidential information of the other party. All information, including figures, system specifications, drawings, patterns, calculations and other documents, whether in written or other form, that are marked as confidential or that are to be considered as confidential according to their nature, shall be considered as confidential information. The Parties will take all necessary precautionary measures to comply with their confidentiality obligations.

7.2. These obligations of confidentiality shall not apply in case the relevant information or data

(i) was legitimately in the possession of the receiving party before receipt,

(ii) was developed independently by the receiving party without reference to information or data of the disclosing party,

(iii) is or becomes common knowledge or is made generally accessible, unless this is done by an action or omission of the receiving party, or

(iv) is given to the receiving party by third parties without a violation of the confidentiality duty of the disclosing party.

7.3. The provisions of this section 7 shall not apply if confidential information of the other party must be disclosed due to a compulsory legal provision, regulation, court order or the decision of another authority.

7.4. These confidentiality obligations shall apply correspondingly to all employees of the Parties. The Parties shall require all persons entrusted with the handling and fulfillment of the agreements governed by these GTC to give an undertaking to maintain confidentiality.

**§ 8 Industrial property rights and copyrights**

8.1. If and insofar as a third party raises justified claims against the Customer based on the violation of an industrial property right or copyright („property rights“) due to a service developed and/or rendered by Asseco, Asseco shall assume liability, unless excluded by mandatory legal provisions, as follows:

- Asseco shall, at its own choice and at its own expense, either obtain rights of use for the developed and/or rendered service, or change the service in a way that the property right is no longer violated, or replace the service if the use intended under the Software Agreements is not adversely affected by this.
- Asseco is only then obligated to take the previously named measures, if the Customer immediately informs Asseco of third party claims in writing and grants Asseco unrestricted decision-making powers for legal defense and settlement negotiations. If the Customer discontinues use of the service for mitigating damages or for other important reasons, he shall inform the third party that no acknowledgment of the violation of property rights is connected with the discontinuation of use.

8.2. Claims of the Customer according to section 8.1 are excluded if and insofar the Customer is responsible for the violation of property rights. Claims of the Customer are also excluded if and insofar the violation of property rights is caused by special requirements of the Customer, by a use not foreseeable by Asseco or by the Customer changing the service or using the service together with services not rendered by Asseco without Asseco having consented.

8.3. The Customer shall support Asseco to the best of his ability when defending a violation of property rights.

8.4. Conversely, the Customer releases Asseco from all third party claims against Asseco based on the violation of an industrial property right or copyright, if the violation results from an express instruction of the Customer to Asseco or if the Customer changes the service or integrates it into the system of a third party.

**§ 9 Liability of Asseco**

9.1. In all cases of contractual or non-contractual liability, Asseco shall be liable for damages only in accordance with the following limits:

(i) Asseco shall be liable for damage caused by willful intent; this shall apply mutatis mutandis for the absence of a quality Asseco has guaranteed for;

(ii) Asseco shall be liable for damages caused by gross negligence only for the foreseeable damage which should have been prevented by the violated obligation;

(iii) In all other cases, Asseco shall be only liable in the event of a culpable breach of a primary contractual obligation if hereby the purpose of the agreement is endangered, but always only to the extent of foreseeable damage. Liability is limited to the invoice value, however per claim to a maximum of 25,000 Euro and altogether for all damages from or associated with the Software Agreements to a maximum of 50,000 Euro.

(iv) Furthermore, Asseco shall be liable, insofar as it is insured against the damage incurred, within the framework of the insurance coverage and subject to insurance payment as a condition precedent.

9.2. The limitations of liability according to this section 9 do not apply to liability for personal damage or to liability according to the Produkthaftungsgesetz (German Product Liability Act).

9.3. For the loss of data and programs, respectively for their recovery, Asseco shall only be liable to the extent that is apparent from sections 9.1 and 9.2 and only insofar as this loss could not have been prevented by adequate precautionary measures of the Customer, in particular by performing daily backups of all data and programs.

9.4. Beyond this, any liability of Asseco shall be excluded, unless there are mandatory legal requirements to the contrary. Consequently, Asseco does not assume liability for the violation of secondary obligations, lack of commercial success, lost profits, indirect damages, consequential damages, or claims by third parties towards the Customer.

9.5. The limitation period for warranty claims shall be 12 months and shall begin at the time the contractual services are delivered or rendered; the same term shall apply for other claims, regardless of their type, against Asseco, provided it is not liable for willful intent or gross negligence, or fraudulent concealment of the defect. Furthermore, the statutory limitation periods shall apply for personal damages or defects of title in the sense of section 438 sub-section 1 no. 1 a BGB (German Civil Code), as well as for guarantees (section 444 BGB - German Civil Code) and for claims according to the Produkthaftungsgesetz (German Product Liability Act).

**§ 10 Force majeure**

10.1. If Asseco is prevented from fulfilling its duties due to unforeseeable, extraordinary circumstances that could not be averted despite reasonable care (e.g. operational interruptions, official interventions, power supply difficulties, strikes or lockouts), the delivery period shall be reasonably extended, unless the delivery or service does become impossible.

10.2. If delivery or service becomes impossible due to any of the aforementioned circumstances, the Parties shall be released from their duties.

10.3. Binding delivery periods shall be extended by the duration of the impairment plus an appropriate starting period. If the impairment lasts longer than six months, Asseco and the Customer shall be entitled to withdraw from the agreement concerning the part that has not yet been fulfilled after a reasonable extension of time has passed.

10.4. Damage claims against Asseco shall be excluded in the aforementioned cases.

**§ 11 Change Management Process**

11.1. The process described subsequently („change process“) shall be applicable to changes of the contractual services (including any agreement by the Parties on additional services) and other changes to be agreed upon by application of the change process.

11.2. Each party shall be entitled to request a change to this agreement or to the contractual services („change request“). The change request shall be in writing and shall contain sufficient information to allow the other party to assess the change request.

11.3. Each party shall bear its own costs resulting from the change process. Deviating hereof, Asseco may invoice the Customer all expenses incurred for creating an offer due to a change request of the Customer if and insofar the expenses for creating an offer exceed one (1) man day.

11.4. Notwithstanding the provisions of the previous section 11.3, the Parties agree that Asseco shall not be obliged to provide consulting services within the change process without separate remuneration.

11.5. A change request shall be binding if it is accepted and signed by both Parties („Change Agreement“). Each party shall immediately handle change requests of the other party. Neither party shall be obliged to provide services in accordance with a change request before the respective Change Agreement has been reached. The Parties shall not be obliged to enter into a Change Agreement.

11.6. In case a change request influences contractual provisions such as price, execution periods or acceptance, Asseco shall notify the Customer hereof. In this case, the Parties shall mutually conclude a Change Agreement. If this is impossible, Asseco shall be entitled to reject the change request.

## § 12 Other provisions

12.1. The courts of Karlsruhe shall have exclusive jurisdiction for all disputes under and in direct and indirect connection with the Software Agreements.

12.2. The laws of the Federal Republic of Germany shall apply exclusively with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

12.3. Should any provision of these GTC be or become invalid, unenforceable or incomplete, this shall not affect the validity of the remaining provisions. The invalid, unenforceable or incomplete provisions shall be replaced by a provision which the Parties would have reasonably agreed upon if they had been aware of the invalidity, unenforceability or incompleteness.

## II. Special conditions for software licensing

### § 13 Licensing of standard software

13.1. The Customer shall acquire standard software („Software“) as specified in the Software Agreements including related user documentation in electronic or printed form („User Documentation“) under the agreed terms of use.

13.2. The source code of the Software shall only be part of the Contractual Services if and insofar this has been explicitly agreed upon.

13.3. The software description of Asseco shall be final and conclusive for the quality of the Software. Asseco shall not owe any deviating quality of the Software. The Customer cannot deduce any such obligation especially from other representations of the Software in public statements or in advertisements, nor from its employees or sales partners, unless Asseco has explicitly confirmed the deviating quality in writing.

### § 14 Grant of usage rights

14.1. Asseco grants the Customer a simple, non-exclusive, and non-transferable right to use the Software on its IT system to the contractually agreed extent without limitation in time.

14.2. The right to use is geographically limited to the territory of the European Union.

14.3. Upon prior written approval of Asseco, the Customer may use the Software on a new/extended IT system as agreed upon in the Software Agreements. If a higher remuneration has been stipulated for the use of the Software on the new/extended IT system, the Customer shall pay to Asseco the corresponding amount. If another system-specific, technical version of the Software is required, Asseco shall deliver it, if available, against a corresponding surcharge.

14.4. The Customer shall only be entitled to make copies of the Software to the extent that is necessary for the use intended under the Software Agreements. The Customer may make backup copies of the Software in accordance with good technical practice and to the extent necessary. Backup copies on portable data carriers shall be labeled as such and shall be marked with the copyright notice of the original data carrier.

14.5. Transfer of the Software shall require prior written approval of Asseco. Asseco grants approval if (i) the Customer confirms in writing that he has completely uninstalled the Software from its IT system and transferred all original copies of the object of the agreement to a third party and deleted all copies made for himself, and (ii) the third party confirms to Asseco in writing its agreement with these conditions of use and transfer, and (iii) there are no compelling reasons against the transfer.

14.6. The Customer shall be entitled to make changes, add-ons and other modifications to the Software only to the extent permitted by mandatory law or this has been

contractually agreed upon. This shall also apply to the decompilation of the Software.

14.7. If Asseco provides to the Customer add-ons (e.g. patches) or a new version of the Software (e.g. update, upgrade) as part of subsequent improvements or maintenance, the Customer shall obtain the same rights as for the Software.

14.8. If Asseco releases a new version of the Software, the rights of the Customer regarding the previous version of the Software shall expire as soon as the Customer uses the new version of the Software productively. However, Asseco shall grant to the Customer a transition period of three months in which both versions of the Software may be used at the same time.

14.9. Any reproduction or modification of the user documentation is not permitted.

### § 15 Retention of title

15.1. Asseco retains title to the Software and hardware until full payment of all claims (including all balance claims from current account) to which it is entitled from business relations now or in the future. The Customer shall keep the property of Asseco in safe custody free of charge.

15.2. The Customer shall not modify or remove labels, copyright notices and proprietary notices of Asseco set forth on the Software in any way.

### § 16 Warranty

16.1. The liability for material defects of the Contractual Services is governed by statutory provisions, unless otherwise provided for in the following.

16.2. The Customer is aware that the functioning of software depends on numerous factors, as it is a very complex product. Therefore, Asseco shall only assume liability for the technical usability of the Software in accordance with the service description provided to the Customer. Asseco shall especially assume no liability that the Software is meeting special operational requirements of the Customer, unless this has been explicitly agreed upon. The Customer shall be responsible to convince himself that the Contractual Services suit his application purposes.

16.3. The Customer shall test the Software immediately after delivery and before use for absence of defects and especially for usability in the existing hardware and software configuration. The Customer shall immediately report to Asseco any defects recognizable during inspection and other defects immediately after detection in each case in written form and with a description of the defect and time of detection. If the Customer does not properly and timely uphold this reporting duty, the service shall be deemed as approved by the Customer.

16.4. If the performance is open to improvement, the Customer shall initially request only subsequent performance from Asseco. For this, Asseco, at its choice, may provide to the Customer a new version of the Software free of defects or remedy the defect; it is also considered as a remedy of defect, if Asseco shows the Customer reasonable options to prevent the effects of the defect.

16.5. Asseco shall be entitled to make the alternative performance conditional upon the Customer having paid at least an appropriate part of the remuneration.

16.6. If two attempts of subsequent performance fail, the Customer is entitled to set a reasonable grace period for remedying the defect. Hereby, the Customer shall explicitly inform in writing that he reserves the right to withdraw from the agreement or demand damages if the subsequent performance fails again.

16.7. If the subsequent performance fails even during such grace period, the Customer may withdraw from the agreement or reduce the remuneration, unless the defect is not a major defect.

16.8. Asseco shall pay damages or reimburse for futile expenses due to a defect only within the limits as set forth in section 9.

16.9. In case Asseco renders error search and troubleshooting services without being obliged to, it may charge fees according to its normal rates. This especially applies if a defect cannot be verified or is not attributable to Asseco. Additional expenses of Asseco resulting from the Customer not properly fulfilling its cooperation duties in accordance with section 6 shall be reimbursable as well.

16.10. Unless there are mandatory statutory provisions to the contrary, Asseco's liability for material defects shall be excluded in particular in the following cases:

- The Customer does not use the Contractual Services for the use intended under the Software Agree-

ments or for the customary use, does not install it properly or does not properly operate it having regard to the recent state of the art in science and technology.

- The Customer himself or through a third party have made modifications to the Contractual Services.
- The Customer disregards specific instructions for use of Asseco connected with the Contractual Services, especially those that are listed in the user documentation.

16.11. Claims of the Customer for material defects shall become time-barred after 12 months after performance. The period shall begin at the time of transfer to the Customer, regardless of the Customer's knowledge of a defect.

### § 17 Defects of title

17.1. Asseco shall assume liability according to the following provisions that no third party rights prevent the use of the Customer in accordance with the agreement.

17.2. In the event of defects of title, Asseco shall provide subsequent performance first. Asseco shall, at its own discretion, modify or replace the Contractual Services so that they do not infringe any third-party intellectual property rights while preserving their specified nature and quality.

17.3. In case of third party claims that prevent the Customer from exercising his contractual usage rights, the Customer shall inform Asseco of this immediately, comprehensively and in writing. Moreover, the Customer hereby authorizes Asseco to conduct the dispute – judicially or extrajudicially – against the third party itself.

17.4. Asseco shall defend such third party claims at its own expense and release the Customer from all costs and damages associated with the defense of the claim, provided these are not based on conduct in breach of duty by the Customer.

17.5. Asseco shall pay damages or reimburse for futile expenses due to a defect only within the limits as set forth in section 8.

## III. Special conditions for rendering project services

### § 18 Governance

18.1. Each party shall name a project manager for the duration of the project. The implementation of the project shall be coordinated between the project managers. The project managers shall regularly and jointly verify the progress of the project.

18.2. As far as decisions cannot be reached on the project manager level, such decisions shall be made by the project steering committee. The project steering committee shall consist of a member of management of each party or of an employee of the respective party with decision making competence. The project steering committee shall meet at any time upon request of either of the project managers. Coordination may also be made by telephone. All decisions should be put down in writing and signed by all members of the project steering committee.

### § 19 Acceptance

19.1. To the extent that acceptance of the Contractual Services has been agreed upon or if it is required due to the nature of the services, the Customer shall perform acceptance tests within one week after Asseco's notification of completion. The Customer shall also accept the performance of work in case of non-substantial defects that do not particularly impair use.

19.2. The type, extent and duration of acceptance tests shall be defined by the project managers before the test is carried out.

19.3. In the event that the Customer for reasons within its responsibility does not accept the Contractual Services and does not complain for material defects within ten days after utilization, the Contractual Services shall be considered as accepted.

## IV. Special conditions for providing support and maintenance services

### § 20 Support and maintenance services

20.1. In case the Parties have concluded a support and maintenance agreement that does not stipulate anything to the contrary, support and maintenance services shall begin upon delivery of the Software. Claims for defects shall remain unaffected by the support and maintenance agreement.

20.2. Support and maintenance of the standard software for a flat fee („Maintenance Fee“) shall include:

- troubleshooting
- information over telephone on business days during regular business hours
- access to Asseco's internet-based support services
- provision of revised or new versions of the standard software further developed by Asseco, excluding extensions that Asseco lists as separate positions in the price list.

20.3. The troubleshooting obligation shall be relating to the latest software release. The Customer shall adopt it, unless it is connected with unreasonable disadvantages. Such a disadvantage shall exist, if, for example, the use of the new version is technically impossible, even if the Customer upgrades hardware. In case of unreasonableness, Asseco shall continue to provide maintenance services subject to reimbursement of expenses.

20.4. The Maintenance Fee shall cover the expenses resulting from telephone, data carrier exchange or correspondence as well as from support and maintenance services at the premises of Asseco during normal business hours. Engagements at the Customer's site shall be charged at cost.

20.5. Support and maintenance of adapted standard software or individual software shall be subject to additional remuneration. This shall apply mutatis mutandis for the support and maintenance of standard software modified by the Customer, provided this has been agreed upon by the Parties.

20.6. All further services shall be charged separately, in particular the installation of new versions of the Software, the recovery of destroyed files and the reorganization of storage media.

### § 21 Payment

21.1. The Maintenance Fee shall be determined by the valid price list of Asseco, as amended, or by contractual agreements.

21.2. Asseco shall be entitled to adjust the Maintenance Fee annually within the scope of general price development. Asseco shall inform the Customer of any price adjustments in a timely manner and in writing. In this case, the Customer shall be entitled to terminate the support and maintenance agreement in writing within one month after receipt of the notice.

21.3. The Maintenance Fee shall be calculated annually and shall be due in advance on January 1st of a contract year. Remuneration in the first calendar year shall be pro rata from the time the agreement commences to December 31st of the contract year. The invoice shall be due and payable 14 days from the date of the invoice. In the event of payment for periods of less than a year, a surcharge of monthly 12%, quarterly 6% and semiannually 3% shall be charged on top of the corresponding partial amount.

21.4. If and insofar the Customer does not pay the Maintenance Fee even though it is due and payable, Asseco shall be entitled, after previous written notice, to withhold maintenance services until the Maintenance Fee has been paid in full.

21.5. In case of add-ons to the standard software, the add-ons are automatically covered by the support and maintenance duty, unless otherwise agreed upon in writing. Flat rates are adjusted according to the valid price list of Asseco, as amended from time to time.

### § 22 Rights to use software add-ons

Asseco grants to the Customer regarding software add-ons and modifications as well as regarding work results created by adaptation programming the same rights to use that exist for the Software..

### § 23 Termination of the support and maintenance agreement

The support and maintenance agreement may be terminated with a notice period of three months to the end of a calendar year.