

General Terms and Conditions of Cisema GmbH and its Affiliates

(referred to as Cisema in the following)

§ 1 Contract conclusion

For all contracts with Cisema, the conditions laid out here apply exclusively. Other conditions shall not be deemed provisions of the contract and are expressly rejected.

Offers of Cisema published in brochures, articles, etc., including price information, are non-binding unless explicitly officially confirmed.

Unless otherwise agreed, Cisema issues an invoice within 10 working days after receipt of customer's written order. The order is considered accepted as soon as the agreed payment or down-payment has been received by Cisema.

Oral subsidiary agreements to this agreement are not valid. Changes of the conditions, including this stipulation requiring written form, must be made in writing.

Compliance with the deadline of the supply of services indicated by Cisema requires prompt receipt of all the documentation to be supplied by the customer.

§ 2 Scope of services

The scope of services is laid down in detail in the contract/order. The contract/order usually consists of Cisema's binding offer and the client's written acceptance. It must be received within the validity period indicated in the offer and subject to Cisema's general terms and conditions, unless otherwise explicitly agreed.

Cisema renders services described in detail in the contract. Requests for change or extension must be considered only if they are necessary to fulfill the purpose of the contract.

Should the contractually agreed obligations be changed considerably in order to serve the customer's requirements or in case of extended delay in a project by the customer, Cisema is entitled to invoice the extra efforts additionally. This also applies for a comprehensive verification as to whether a change or extension is feasible, if Cisema has duly informed the customer in writing.

Cisema is entitled to make partial deliveries.

§ 3 Prices and payment conditions

The prices mentioned in the written offer are applicable and do not include the statutory sales tax.

The quoted prices do not contain any expenditures, business trips and other additional services, which will be charged to the customer separately unless otherwise agreed.

In case of delayed payment, the customer has to pay default interest amounting to nine percentage points above the base rate. Interest on delayed payment will be charged starting with the second reminder.

Cisema shall be authorized to assign the payment first of all to older debts, subsequently to costs accrued, such as legal action or dunning cost and interest and last of all to the main debt.

Cisema can demand an advance payment for services and consultation fees amounting to the agreed total order value or part of it.

§ 4 Target dates, time limits and bars to performance

Target dates or time limits, whether binding or non-binding, have to be agreed in writing.

If Cisema's performance depends on the cooperation of the customer, the delivery time is extended by the time the customer took to supply the required input.

Delivery or service dates will be extended in case of

- a) modifications or changed requirements on demand of the customer,
- b) insufficient conditions, which were not known or did not have to be known by Cisema,
- c) delayed deliveries of third parties.

Cisema will not have to face any negative judicial consequences in case it cannot deliver its contractual performances due to strike, force majeure or any other circumstances which cannot be prevented.

If the customer requires more than marginal modifications or supplementations of the contract, all target dates and time limits based on the original scope of the contract become invalid.

§ 5 Acceptance

The customer will accept the services rendered by Cisema on the basis of the contractually agreed scope as soon as Cisema has informed him on the project's readiness for acceptance.

The performance of Cisema is considered accepted when Cisema has communicated the readiness for acceptance with reference to the consequences of omitting a declaration of acceptance

- a) and the customer does not refuse acceptance specifying insufficiencies in the most detailed way possible for him within a period of time which makes it possible for him to find considerable mistakes after careful testing, but at the very latest after 10 working days
- b) and the customer makes use of the product/service or part of it without further verification, unless the nonacceptance is due to a significant fault found with the services rendered by Cisema.

If no indication is given that the services are ready for examination and acceptance, then the date of the conveyance of this information shall be replaced by the date on which the customer could reasonably have been expected to become aware of the services.

§ 6 Obligation to cooperate

The customer shall make all necessary information available timely and in written form.

Drafts or advance versions supplied by Cisema for verification to ensure their correctness and completeness are considered released if the customer does not make a request for correction within a reasonable deadline.

The customer is responsible for adequate resources and information within his obligation for co-operation. He shall ensure that sufficient competent specialists are available.

Should the services supplied by Cisema not meet the agreed scope, the customer shall inform Cisema about the nonconformance immediately in detail and advise name and contact data of the reporting and responsible employee (phone, e-mail).

§ 7 Rights of use

Cisema grants the customer a non-transferable right of use. This right is acquired once the agreed payment has been received in full.

The customer is obliged to inform Cisema about the extent of use on request.

If Cisema uses a customer's templates, it is taken for granted that they are not bonded with the rights of a third party and that the customer has the rights necessary for the order at his disposal.

The customer shall inform Cisema immediately if he becomes aware of infringements of rights of use through the services of Cisema, e.g., through the warnings issued by third parties.

§ 8 Copyright notes and references

The customer shall observe all intellectual property rights, such as copyright notes and other legal reservation unchanged. This refers particularly to all documents originated in the course of the project and transferred to the customer. The copyright indicated on the documents must be considered unconditionally.

§ 9 Warranty

Usually Cisema's services are not subject to warranty. The project is considered accepted without complaint on the date of acceptance by the customer. Any exceeding efforts will be charged additionally.

§ 10 Liability

Cisema shall be liable for willful or grossly negligent violation of the obligations assumed. This also applies for legal representatives and agents of Cisema.

In cases of slight negligence Cisema and its agents' liability shall be limited to the foreseeable damage typically occurring under this type of contract.

Cisema is not liable for damages which could not reasonably be foreseen under this kind contract. Thus, unforeseeable damages are excluded from liability.

§ 11 Data protection and confidentiality

Cisema as well as the customer agree that all confidential information exchanged between Cisema and the customer will be kept secret. This agreement shall terminate five years after completion of the project.

1. The confidentiality agreement is not valid for such information which:
 - a) was lawfully known by the recipient prior to receipt from the discloser; or has been rightfully received by the recipient from a third party without restriction on disclosure and without breach of an obligation of confidentiality, a legal regulation or an administrative order.
 - b) is publicly known through no breach of the recipient's obligations hereunder
 - c) is required to be disclosed by law, or by a competent court, government or regulatory body, provided that, to the extent permitted by law, recipient gives discloser sufficient notice to enable discloser to seek an order limiting or precluding such disclosure
 - d) has been developed by the recipient or its agent irrespective of the knowledge of the confidential information.
2. Cisema shall retain contract related data, if a legal obligation to retain data exists and is furthermore permitted to save data for documentation purposes. This shall not affect the customer's statutory or contractual claims for return.

§ 12 Continuation and termination

Management contracts (i.e. relations management, performance management) are usually agreed for a duration of one year. The contract is automatically terminated after the agreed period. On request of the customer, the management contract can be continued on the basis of an updated offer.

The right to terminate the agreement on substantial grounds remains intact. Especially a breach of §7, rights of use as well as payment delays of more than one month entitle Cisema to terminate the agreement without prior notice.

§ 13 Communication

If the contract partners communicate via electronic mail (e-mail) they agree to acknowledge declarations transmitted by this way in accordance with the following provisions:

The e-mail must contain the name and e-mail address of the sender, the time of sending (date and time) and a representation of the name of the sender as the conclusion of the message.

Uncoded data transmitted in the internet cannot guarantee confidentiality. An e-mail sent according to these criteria is valid under reserve of a rebutting evidence as coming from the other contracting party.

The binding nature of e-mail and thus of the text form applies to all statements which usually form part of the conclusion of a contract.

The text form is excluded, however, for terminations, for measures leading to and during arbitration proceedings, and for declarations requested by a contract partner in written form, explicitly differing from this agreement.

§ 14 Applicable law and jurisdiction

The contracting parties agree upon the application of the right of the Federal Republic of Germany under exclusion of the UN Sales law regarding all legal relations from this contractual relation in the case of Cisema GmbH as contracting entity. In the case of other Cisema contract entities, it is the place of the registered office of the relevant contracting Cisema entity.

The place of performance for all services arising from the business relationship existing with the customer, and the area of jurisdiction, is the registered office of the contracting Cisema entity.

§ 15 Severability clause

If a regulation of these General Terms and Conditions is or becomes ineffective, the validity of the rest of the terms is unaffected. The contracting parties undertake to replace the invalid provision by such valid provision which reflects the intended purpose as much as possible and is legally permissible.