

# General Terms of Business of AddOn Systemhaus GmbH

## 1. Area of Validity

- 1.1 Subject to these terms of business are services from AddOn in the IT-sector for enterprises. An enterprise in the sense of these Terms and Conditions shall be any natural or legal person or any form of legal partnership performing commercial activities or acting as a self employed person (**customer**). AddOn provides the following services:
- Consulting
  - Project Management
  - IT Services
  - Training
  - Implementation
  - Software Development
  - Hotline Support Center/Remote Services
- These General Terms and Conditions shall not apply to maintenance work. Deviating Terms and Conditions
- 1.2 The content for each described service of AddOn is defined by the respective offer, if applicable the specification and the terms as per contract.
- 1.3 An oral agreement must be confirmed in writing before AddOn considers to be legally binding.
- 1.3 Any guarantee of qualities requires the explicit written confirmation on the part of AddOn.
- 1.5 AddOn's offers are not binding. AddOn may accept customer's offers within 4 weeks.
- ## 2. Execution of the Contract
- 2.1 AddOn provides services with care according to the current state of the art of technology. The services shall generally be provided on the premises of AddOn, unless it is absolutely indispensable to perform them at the customer's site.
- 2.2 Should the customer change his requirements for a specific order, AddOn has the right to request an appropriate compensation provided that it is applicable to the change. Already agreed upon deadlines for completion can be changed accordingly in such cases.
- 2.3 An agreed deadline will be extended also if irregularities or external events occur which are not within AddOn's responsibility. Dates of delivery or service are considered binding only if they have been explicitly fixed in a contract. If AddOn sets a deadline in accordance with a customer's demands, they will become effective after AddOn's reconfirmation. Should changes be demanded after this, it is AddOn's right to bill the related additional work input.
- 2.4 AddOn is allowed to provide services with the aid of a third party. Partial deliveries and services also may be provided.
- 2.5 AddOn calculates exclusively complete man-days for services at the customer's site.
- ## 3. Cooperation, Interaction, Delegation
- 3.1 It is an essential obligation of the customer to provide contractual and other cooperation and delegation service in the required quality and within the agreed on deadlines. These obligations shall include in particular the duty to provide comprehensive information about operational processes and their organization to AddOn, granting permission to AddOn to use the IT structure and infrastructure of customer's company, providing and licensing the required Third party products, such as tools, developments environment etc. in their current version.
- 3.2 If the cooperative services and or job delegations of the customer are defective or late, any contractual deadlines become void. In this case, AddOn reserves the right to bill any costs caused by the irregularities.
- 3.3 AddOn shall not be liable for inadequate and/or incomplete provision of material neither for interaction of third-party products with AddOn services and deliveries.
- 3.4 Customer shall be obliged to cover the provided products by maintenance.

## 4. Rights of Use

- 4.1 AddOn grants the customer a non-exclusive, unlimited and single right to use the contractual software and all related results in the agreed-on extent for internal purposes after paying for it.
- 4.2 The extent of limited rights of use is determined by the offer, confirmation order, order form and the basic description of usage.
- 4.3 For third party products the General Terms and conditions of the manufacturer may apply with priority.
- 4.4 Customer shall not be entitled to make copies of the contractual software with the exception of a back up copy. The customer is obliged to mark the copy with a copy right note .
- 4.4 Protection rights and copyright remarks may not be eliminated.
- ## 5. Remuneration
- 5.1 The customer pays the contractual remuneration plus the currently applicable value added tax. Prices and remuneration arise from AddOn's valid offer, unless other agreements have been reached.
- 5.2 Whenever remuneration is agreed on terms of expenditure it can be billed monthly.
- 5.3 For services with fixed price agreements, the following terms of payment are valid :
  - 30 % of the fixed price at the conclusion of a contract.
  - 30 % after the completion of a third of the scheduled processing time .
  - 30 % after the completion of two-thirds of the scheduled processing time .
  - 10 % on acceptance
- 5.4 When fixed price agreements are effective and it becomes evident only after completing the detailed concept that the realization of the project will require an unplanned work input equivalent to more than 10% of the fixed price , it is AddOn's right to demand an adjustment of the project price .
- 5.5 For products, the price becomes effective at delivery of the goods. Delivery of products shall generally be made from place of shipment at Customer's risk and invoice.
- 5.6 Traveling expenses will be billed at the rates that are stated in AddOn's specification.

## 6. Terms of Payment

- 6.1 Every invoice (net rate without deductions) will be immediately due after the invoice is written.
- 6.2 If the payment deadline is past due, AddOn has the right to charge 5% over the valid basic interest rate
- 6.3 The customer is only permitted to charge legally ascertained or unchallenged claims against our account.

## 7. Acceptance

- 7.1 Services agreed on have to be accepted. AddOn can demand a partial acceptance for delimit able subsets of services. In this case, the complete service is considered to be fulfilled after the last part has been accepted
- 7.2 AddOn announces the inspect ability of the service to the customer. After this statement, the customer has to test the service immediately and declare it to be accepted within a 10 -day-period. The acceptance must be declared if the service conforms in its essential parts with the requirements agreed -on in the service description. The customer also considers the acceptance valid after the signing of the operational report. Serious deficiencies shall be corrected in due time. Then an new acceptance shall take place in view of these deficiencies that have been reported. All other deficiencies shall be remedied in the framework of warranty.

- 7.3 Software developments are considered accepted if the customer uses the software in the operational domain.

## 8. Guarantee

- 8.1 The agreed Quality of goods and services provided shall always and exclusively be based on the specification. Public sales talks, advertisement or another statement shall not be regarded as specification. The guarantee lasts for 12 months. In case of guarantee, AddOn identified to eliminate the deficit by making improvements or by a later delivery of the service , also in the form of an update or by-pass solution.
- 8.2 Should AddOn not be able to remove a default within a reasonable deadline, the customer has the right either to shorten remuneration or to withdraw from the contract. Any further claims for damages shall be in the framework of §10.
- 8.3 If an examination shows that a case of warranty is not given Customer shall bear the costs of examination and all expenditure for this disturbance.
- 8.4 The warranty obligation shall not be applicable in case of handling errors, unauthorized modifications and manipulations, influence from third party products as well as in case of inappropriate handling or use of product versions older than the current one.
- 8.5 Customer is responsible for providing evidence that the disturbances have been caused by the goods and services provided by AddOn.
- 8.6 If the further exchange of goods and services is to be terminated, e.g. in case of withdrawal or claim damages a warning must be submitted in writing and a deadline must be set, only within two weeks after expiry of the deadline can the termination be declared.

## 9. Protective Right Damage

- 9.1 In case of damage of the protective right of a third party, AddOn will, on their own cost, change the service delivered so that it is no longer damaging for the customer, or does not provide the customer with the user right, or withdraw the service brought by AddOn, under the repayment of the compensation minus an appropriate user payment.
- 9.2 AddOn is not responsible for protection right damages, which occur due to the usage of self supplied documents or information as well as a not supported application of the service/product.

## 10. Liability

- 10.1 Regardless of the legal circumstances, AddOn is obligated to compensate damages only as follows:
  - In full only in case of intentional or negligent acts.
  - In the amount of the foreseeable damage if an assured feature is missing.
  - In all other cases only for damages of a specific contract obligation, if the purpose of the contract is in danger.
  - AddOn is only liable for compensation of damages during the project execution stage and the surrounding circumstances for the related damages caused by the overdue agreed upon delivery or service deadlines.
- 10.2 For the loss of data, AddOn is only liable during the project execution stage and only to the extent the customer could not prevent himself, even under proper data backups being done once a day. AddOn can part from the assumption that it will come into contact only with safe data.
- 10.3 AddOn is liable for viruses contained in software developed by AddOn only if the virus was already present and detectable in the delivered product. The customer is required to install an up-to-date virus protection program.

- 10.4 The liability for hidden damages is not included .
- 10.5 AddOn shall not be held liable if it is not able to provide its services for reasons outside AddOn scope of responsibility. For claims resulting from impossibility, delay or violation of the duty to give advice there shall be a statutory period of limitation of one year, starting from the date when Customer gains knowledge of the existence of the claim.
- 11. Additional Rules for Seminars**
- 11.1 Seminar dates posted in the AddOn training centers are classified as open seminars.
- 11.1.1 Registration for seminars can be made either in writing or per telephone. A written confirmation by AddOn is considered to be binding.
- 11.1.2 The prices for the seminars include the required training manuals and the use of the required technical environment and facilities.  
The original documents are partially only available in English from the manufacturer. Lunch and drinks provided during the breaks are included in the seminar price. Discounts included through special offers and promotions may not be combined.
- 11.1.3 Seminars which include a + (Plus) symbol include additional support from the AddOn Support Center for 30 Min. This voucher is linked to the seminar and good for answers to related questions by telephone. This support is valid for 4 weeks after the completion of the seminar.
- 11.1.4 Seminars including a guarantee can be taken again free of cost up to 12 months after the original seminar. After a release change a similar seminar can be chosen. Seminar documents are not included. This guarantee is not transferable and may not be exchanged against other services or discounts.
- 11.1.5 The customer can change a seminar free of cost up to 14 days prior to the starting date of a seminar. A change less than 14 days prior to the starting date of a seminar is only possible if the seminar is already paid in full. The customer will receive a coupon in the amount of the seminar price, which is valid for 12 months. The described conditions do not apply if a substitute participant should take place in the seminar.
- 11.1.6 AddOn reserves the right to either cancel or change the date of an exclusive project seminar up to 14 days prior to the starting date of the seminar. In certain cases, for example , force majeure or due to illness of an instructor a cancellation may occur on short-term notice. AddOn will take appropriate measures to provide an alternative date for the seminar. The customer is entitled to a refund or participation in a seminar at a later date. Any claims that surpass the amount of the seminar's fee cannot be made by the customer.
- 11.1.7 AddOn reserves the right to change the contents of all trainings in minor ways and is also entitled to change dates and locations if announced in time . Should the customer not be able to participate on a changed seminar date, he/she has the right to participate in the seminar at a later date.
- 11.1.8 The scheduled seminar times are listed in the corresponding seminar confirmation.
- 11.2. Exclusive- / Project Seminars**
- 11.2.1 Exclusive- / project seminars which take place at either AddOn's or the customer's location are displayed by an offer.
- 11.2.2 After the order has been issued, the customer can change the date of the planned seminar up to 14 days prior to the starting date of the planned seminar without incurring additional costs. If the seminar is changed less than 14 days prior to the starting date of the seminar, the customer is required to pay an additional cost of 50% of the order. If the seminar is changed less than 7 days prior to the starting date of the seminar, the customer is required to pay an additional cost of 100% of the order. In this case, AddOn provides an alternative date when the seminar will take place .
- 11.2.3 AddOn reserves the right to either cancel or change the date of an exclusive project seminar up to 14 days prior to the starting date of the seminar. Only in certain cases, for
- 11.2.4 example , force majeure or due to illness of an instructor, a cancellation may occur on short-term notice. AddOn will take appropriate measures to provide an alternative date for the seminar.
- 11.2.5 AddOn maintains all rights to AddOn seminar documents and training software. The right to duplicate seminar documents in part or completely and the right to design similar seminars by means of these documents is explicitly denied. Third party rights remain unaffected by this stipulation.
- 12. Data and Virus Protection**
- 12.1 Disks that are brought along by the participants may not be used on the computers in the seminar. Otherwise, the seminar participant will be responsible for all damages incurring as a consequence .
- 12.2 The customer must respect the regulations of the federal data protection laws for processing and saving of personal data.
- 12.3 The contracting parties agree to treat all proprietary information and documentation provided by the other party confidentially and to commit their employees and subcontractor to the same.
- 13. Obligation to Maintain Secrecy**
- 13.1 The contract partner is required to handle all information and documents with confidentiality.
- 14. Additional Regulations**
- 14.1 When a single regulation turns out to be ineffective or void this does not affect the regulations in their entirety. In this case the contracting parties will agree on substitute regulations that approximate the essence of the invalidated regulations.
- 14.2 Changes and supplements to these regulations can be made only by a written statement. This is also valid if written out regulations were once waived.
- 14.3 For all legal disputes from and in relation to this contract the court of jurisdiction will be Stuttgart provided that the customer is a legally qualified businessperson. Exclusively German law applies here.
- 14.4 Contracts for all deliveries and services are negotiated in Böblingen.
- 15 Retention of Title**
- Until each and every claim resulting from the contractual relationship has been fully satisfied, AddOn shall retain the title to the diverges and services provided. Customer may sell the products under proviso in the framework of usual business transactions. Customer shall assign his future claims amounting to the individual invoice amount of the delivery an AddOn shall accept such assignment If AddOn has a co ownership share in the parts sold the claims at the value of the co-ownership share shall be assigned, taking priority over the remaining claims.  
AddOn shall be entitled to sell the products under proviso and to satisfy its claims off setting the revenues from such a sale with its open claims.