

General Terms and Conditions (Status: May 2016)

§ 1. Scope

All orders placed by alogis AG (hereinafter referred to as "alogis") for works and services of any kind shall be governed by the following general terms and conditions.

Deviations from these terms and conditions shall be effective only if confirmed in writing by alogis.

Divergent general terms and conditions of the customer shall not be binding unless recognised by alogis in writing or unless they are more favourable to alogis than its own terms and conditions.

alogis is entitled to vary these general terms and conditions at any time subject to a reasonable period of notice. Upon receipt of such a notice of change the customer has an extraordinary right of termination. A change shall be deemed approved unless the customer opposes it in writing within four weeks.

§ 2. Closing

A contract on the use of services offered by alogis shall materialise if and when a staff member authorised by alogis (an executive board member or a 'prokurist') accepts the offer placed by the customer. Acceptance shall be subject to written confirmation. alogis may refuse closing without stating the reasons therefor or may make it dependent on the submission of written authorisations and/or the furnishing of collateral securities. Where alogis, for the provision of services agreed, relies on the assistance of third parties, the latter shall not become contracting parties of the customer.

§ 3. Term and termination

Contracts unlimited in time may be terminated by either Contracting Party at two weeks' notice to the month's end.

Fixed-term contracts may only be terminated for good cause. Notwithstanding the assertion of claims due, alogis reserves the right, in case payment is delayed by more than two weeks, to suspend its services for the period of such delay.

§ 4. Scope of services

alogis shall make available to the customer qualified staff members for consultancy services and for the development of solutions in the field of information technology.

alogis is not obligated to control for technical accuracy and completeness the process and performance specifications, delineation records, images or sets of documents submitted to it for the provision of its services. However, where alogis discovers an obvious error, it shall be obligated to so inform the customer.

alogis shall not be liable if it has on time expressed

written reservations about the concept prescribed to it by the customer or third parties.

Any records forming part of an order such as process and performance specifications, delineation records, images and sets of documents are and remain the property of the customer. They shall be returned immediately following completion of the order or at the customer's request. alogis may, for purposes of documentation, make and retain copies of such records.

§ 5. Formal acceptance

Delivery or performance (complete with documentation) triggers a two-week period of formal acceptance. Within the scope of formal acceptance testing, the customer shall draw up a report of errors detected which must be identified in a plausible manner in the form of technical records. Upon expiry of the period of formal acceptance, at the latest, the customer shall deliver to alogis the formal acceptance report which must declare or refuse formal acceptance, identify the object subject to acceptance testing, state, where appropriate, why formal acceptance was refused and include a report of errors.

Errors discovered on formal acceptance testing shall be categorised as follows:

Category 1: No major impact on usability. Use is not restricted or but insignificantly so. (Examples: Misprints on screen or other forms).

Category 2: Significant impacts on usability. Use of the merchandise/work result is substantially restricted. (Example: Contractually agreed work results are missing).

Formal acceptance shall be declared by the customer in its formal acceptance report as soon as alogis has furnished proof that the given consignment/service matches the pertinent specifications and that there are no errors of category 2.

Where formal acceptance is refused, a reasonable formal acceptance period shall begin to run as soon as the given consignment/service is again offered for the purpose.

Where possible, errors shall be eliminated as early as in the course of formal acceptance testing. Such errors of category 1 as are not eliminated by the time of formal acceptance shall be eliminated under warranty pursuant to a time schedule to be jointly drawn up.

The given consignment/service shall be deemed formally accepted within one week of the expiry of the period of formal acceptance or, alternatively, within four weeks of readiness of such consignment/service for formal acceptance testing unless at the given point in time usability is restricted on account of reported errors of category 2.

To the extent that partial delivery has been agreed, each partial consignment shall be formally accepted separately. The interaction of all components shall be

the subject of formal acceptance testing of the last partial consignment.

§ 6. Warranty

As a matter of principle, alogis has a right to subsequent improvement. It is only when this has twice failed within a reasonable period of time that the customer may have recourse to its statutory warranty rights.

alogis is obligated to remedy defects in the course of the provision of its services within a reasonable period of becoming aware of the given defect. Such defects as are discovered on formal acceptance of a work result or as are not recognised on that occasion shall be remedied within a reasonable period of a pertinent request by the customer.

Claims of the customer on account of defects shall become statute-barred within one year of the beginning of the statutory warranty period.

§ 7. Participatory obligations and client's duties

The client shall be obligated to pay the agreed fees on time.

Unless expressly agreed otherwise in writing, the client shall bear travelling and accommodation expenses as well as such expenses as are associated with services provided by alogis at the client's request in any place other than Berlin.

Any infringement of the obligations/duties listed shall entitle alogis to terminate the contractual relationship without notice.

§ 8. Payment conditions

Invoices shall fall due without deductions promptly upon receipt.

The customer shall not be entitled to make partial payments or to pay by means of bills or cheques.

If the term of payment is exceeded, alogis may charge default interest at the level of the credit interest customarily charged by banks, at least, however, at a rate of 6%. In case of delay in payment, all outstanding invoices shall immediately fall due.

In respect of contracts for work, alogis may claim reasonable payments on account even if this has not been expressly agreed in writing.

§ 9. Liability

The customer has no claim on account of a defect of a performance by alogis except for claims arising from death or injuries to body or health if alogis is answerable for the underlying neglect of duty.

Moreover, the above exclusion of liability does not extend to such losses as are based on a deliberate or grossly negligent neglect of duty by alogis.

All other liability claims not based on defects of things produced shall be governed by the following provisions:

alogis shall be fully liable in case of death or injury to body or health as well in case of intent and gross negligence. In case of impossibility of performance and of the infringement of material contractual obligations alogis shall also be liable for slight negligence even though limited to the typical, foreseeable kind of damage. Otherwise, alogis shall not be liable.

The above liability provisions shall also apply to the organs and vicarious agents of alogis.

§ 10. Copyrights

To the extent that the services of alogis are protected by copyright, the latter shall not transfer any rights of use thereto except to the extent absolutely necessary for the discharge of its contractual obligations.

§ 11. References

alogis may exploit the name of the customer and the title of the project in an electronic or print format as a client-related reference for a period of 3 years from the commencement of the project.

§ 12. Secrecy and data protection

Unless expressly agreed otherwise in writing, the particulars submitted to alogis shall be deemed confidential. The client is hereby advised pursuant to § 22 para. 1 of the German Federal Data Protection Act that alogis processes its data mechanically.

§ 13. Law, modifications, jurisdiction

German law shall apply. To the extent that in respect of foreign customers UN sales law transferred to German law would be applicable, this is excluded.

Modifications of and amendments to these provisions or to this agreement shall require the written form.

Place of fulfilment and jurisdiction shall be the seat of alogis.

§ 14. Partial nullity

Should any provision of this agreement be ineffective, the effectiveness of its remaining provisions shall not be affected thereby. Any such ineffective provision shall be replaced by such an arrangement as comes closest to the purpose of this agreement in economic terms. The same shall analogously apply to any lacuna.