

General terms and conditions

General terms and conditions of *tef-dokumentation GmbH*, D-88214 Ravensburg

(in text mentioned: *tef-dokumentation*)

for programmes and services **subject to license terms**

A.1 General terms and conditions (GTC-A)

A.1 § 1 Scope

These general terms and conditions apply to any services of *tef-dokumentation* concerning the licensing, delivery, servicing, creation and other services for the licensing programmes WEB-KAT and its modules. If agreed in the contract, the general terms and conditions can also apply to other software mentioned in the contract. *tef-dokumentation* only recognises any conflicting or diverging terms and conditions of the customer if expressly confirmed in writing. The general terms and conditions also apply to all future business transactions with the customer. In addition, the provisions of the German Copyright Law, in particular §§ 69a UrhG and following on the protection of computer programmes will apply. Any details on technical data supplied to the customer prior to or as part of the conclusion of the contract in the form of documents, images, drawings or brochures shall only be legally binding if expressly confirmed in writing by *tef-dokumentation*.

A.1 § 2 Payment/payment terms/charging

- 2.1 Insofar as services are charged on a time and material basis, the current *tef-dokumentation* price list shall apply. *tef-dokumentation* may invoice on a monthly basis. The employees of *tef-dokumentation* keep a record of their daily working hours stating the item worked on and the type of activity and have it ready for any inquiries.
- 2.2 The customer undertakes to pay the amount within 10 days of delivery and transmission of an invoice, unless otherwise agreed in the order confirmation. After the expiry of this time limit, the customer shall be in default of payment.
- 2.3 All prices shall be plus the applicable value-added tax.
- 2.4 Insofar as *tef-dokumentation* accepts cheques, bills and money orders, the customer recognises that the contractual obligation is only fulfilled once *tef-dokumentation* has finally received the sum paid by cheque, bill or money order.
- 2.5 In the case of default of payment, *tef-dokumentation* has the right to charge a lump-sum of € 10 for each collection letter.
- 2.6 The customer can only counter claims of *tef-dokumentation* that are indisputable or established with legal effect or exercise a right of retention. Countering claims that are disputable or retention claims are excluded between *tef-dokumentation* and the customer.
- 2.7 Claims of the customer against *tef-dokumentation* may not be transferred to third parties.

A.1 § 3 Professional secrecy of *tef-dokumentation* / data protection

- 3.1 *tef-dokumentation* is obliged, without time limit, to maintain secrecy regarding business and trade secrets as well as regarding any information considered confidential that was made known to them in connection with the order fulfilment. This information may only be disclosed to persons not involved in fulfilling the order upon written consent by the customer.
- 3.2 *tef-dokumentation* obliges all persons employed with fulfilling the order to confirm in writing that they will comply with these provisions.
- 3.3 Each contracting partner shall be authorised to automatically process data of the other party within the framework of the order fulfilment.

A.1 § 4 Disturbances during service provision

In the case of force majeure, e.g. war, strikes, riots, expropriations, substantial changes in law, storm, floods and other natural disasters as well as other unpredictable events beyond the control of *tef-dokumentation*, especially ingresses of water, power failures and interruption or destruction of data lines release *tef-dokumentation* from fulfilling their contractual obligation as long as these events last. In these cases, delivery times and deadlines shall be prolonged by the period these events last. *tef-dokumentation* shall be obliged to inform the customer about such an event in writing without delay.

A.1 § 5 Liability of *tef-dokumentation* for infringement of property rights

- 5.1 *tef-dokumentation* warrants that its services are free from third-party property rights within the European Union and releases the customer from any related claims of third parties.
- 5.2 Should a third party make claims against the customer that a service provided by *tef-dokumentation* infringes their rights, the customer shall inform *tef-dokumentation* without delay. It is then up to *tef-dokumentation* – and where applicable their subcontractors – to reject the submitted claims at their expense where admissible. If third-party rights are violated by a service, *tef-dokumentation* shall, at their discretion and their own expense,
 - obtain the right to use the service for the customer or
 - design the service such that it no longer infringes any property rights or
 - take back the service and reimburse the costs (minus an appropriate compensation for use).If this was the fault of *tef-dokumentation*, any claims for damages shall – within the framework of § 6 GTC-A – remain unaffected.
- 5.3 *tef-dokumentation* shall have the right, according to the above provisions, to prohibit the customer's usage of the service should property right claims be asserted against them.

General terms and conditions

A.1 § 6 Liability of *tef-dokumentation* for damages

- 6.1 In the case of negligent breaches of duty, liability of *tef-dokumentation* shall be limited to the foreseeable direct average loss that is typical to the contract in relation to the type of service provided. This also applies to negligent breaches of duty of our legal representatives and agents.
- 6.2 The above limits to liability shall not apply to claims of the customer resulting from product liability. The limits to liability furthermore do not apply if *tef-dokumentation* is responsible for personal injury or damage to health or loss of life of the customer.

A.1 § 7 Rights of use of documents and graphics uploaded to the WEB-KAT portal on behalf of the customer

- 7.1 The customer assures that data, documents, photos and graphics uploaded by them do not breach any rights of use of third parties.
- 7.2 Should *tef-dokumentation* be obliged to cease and desist or be liable to pay damages due to the use of data, documents, photos and graphics provided by the customer, then *tef-dokumentation* is obliged to inform the customer about this without delay. The customer is obliged to support *tef-dokumentation* to the best of their ability with fending off any claims made against *tef-dokumentation*. The customer shall reimburse any expenses made by *tef-dokumentation*.
- 7.3 The customer relieves *tef-dokumentation* from all third party claims resulting from the use of data, documents, photos and graphics provided by the customer.

A.1 § 8 Other

- 8.1 The customer authorises *tef-dokumentation* to publish the name of the client as user of the license material in promotional publications and to name the customer as a reference to third parties.
- 8.2 The law of the Federal Republic of Germany shall apply, with the exception of the UN Convention on Contracts for the International Sale of Goods.
- 8.3 Changes and amendments to these terms and conditions or the contract must be made in writing.
- 8.4 The place of jurisdiction for a registered trader, a legal entity governed by public law or a special fund under public law shall be the place of business of *tef-dokumentation*.
- 8.5 *tef-dokumentation* has the right to have all services under the contract provided by a third party (subcontractor), under consideration of data protection provisions.
- 8.6 *tef-dokumentation* has concluded agreements with certain partners (called business partners of *tef-dokumentation* in the following) on the marketing and support of its products and services. Insofar as a business partner of *tef-dokumentation* brokers licensing programmes in accordance with these terms and conditions, only these terms and condition shall apply. *tef-dokumentation* is not responsible for the business activities of the business partner of *tef-dokumentation*, nor for any confirmations they made towards the customer regarding products or services that the business partner of *tef-dokumentation* offers under the conditions of their own contracts.
- 8.7 *tef-dokumentation* shall be authorised to transfer the contracts to an affiliated company. In addition, the customer and *tef-dokumentation* must confirm in writing any assignment of rights or transfers of duties of a contract.

A.2 Terms and conditions for provision of standard software (GTC-Ü)

A.2 § 1 Object of the agreement

- 1.1 The scope of service of the stipulated programmes and services is defined in the offer, supplemented by the operating manual. The software function corresponds to the presented version.
- 1.2 The programmes are provided as an executable programme (as an online application). As these are normally adapted to the individual wishes of the customers, the customer shall be responsible for preparing the corresponding documentation (preparing the operating manuals). *tef-dokumentation* provides the information required for use and handling verbally or in writing, alternatively also electronically, at the discretion of *tef-dokumentation*. This does not include information and instructions for hardware, the operating system software, networks, databases and other software tools. The customer himself determines the design, content and scope of these operating instructions. The same applies to any required translations.
- 1.3 It is the responsibility of the customer to put the programmes into operation. This shall also include that the customer tests the software under the conditions they shall be used under. *tef-dokumentation* is prepared to support the customer for a fee on request. Any supporting services (in particular preparation for operation, instruction, training or consultation) are compensated on a time and material basis, unless otherwise agreed.
- 1.4 *tef-dokumentation* shall name a project manager; the customer a responsible contact person. They can make decisions or bring about such decision without delay. The project manager shall keep a written record of any decisions. The contact person shall be available to *tef-dokumentation* for any required information. *tef-dokumentation* shall be obliged to consult with the contact person whenever this is required to fulfil the contract.
- 1.5 The customer shall provide for expert personnel for commissioning of the programmes to be available at the time of delivery at the latest.
- 1.6 Proper use of the software does not necessarily require qualified training. The customer determines the scope and time of trainings as part of the training programmes on offer.

A.2 § 2 Rights of use

- 2.1 *tef-dokumentation* shall grant the customer the right to use the agreed upon programmes within the scope defined in the contract. Unless otherwise agreed in the contract, *tef-dokumentation* shall grant the customer a non-transferable, non-exclusive right to use the software, limited in time, under the terms of the contract including appendixes. The payment sum for the provision depends on the scope of use. Should the customer wish to extend the agreed upon scope of use, this shall be agreed upon in advance.
- 2.2 The software shall be installed exclusively on *tef-dokumentation* hardware.

General terms and conditions

- 2.3 The customer may not transfer the right of use to another user. Furthermore, any expansion of the area of application shall only be possible after consultation with **tef-dokumentation**. **tef-dokumentation** has the right to refuse the right of use at any time.
- 2.4 The customer shall not be entitled to use the software in a computing centre for third-party use or allow third-party users to use the software in a computing centre.
- 2.5 Should the software be intended for use by more employees and/or merchants than agreed in the contract, relicensing is required.
- 2.6 In the case of any unauthorised use of the **tef-dokumentation** software, the customer shall be required to pay the current licensing fee for the relevant use. This shall also apply should the customer supply the license material or copies thereof to third parties without prior consent of **tef-dokumentation**. **tef-dokumentation** reserves the right to submit evidence of greater damages.

A.2 § 3 Payment

The agreed license fee is due upon software provision.

A.2 § 4 Duties of the customer for software protection

- 4.1 The customer recognises that the programmes including user documentation and other documents – also in future versions – are protected by copyright and constitute a trade secret of **tef-dokumentation**. The customer shall, on a perpetual basis, ensure that the software, if provided as a source programme, is not disclosed to third parties without prior consent of **tef-dokumentation**. It is not possible to transfer source programs. The customer shall not perform any action that could aid unauthorised usage; in particular the customer must not attempt to decompile the programmes. The customer shall inform **tef-dokumentation** without delay should he suspect any imminent or already occurred unauthorised use in his area.
- 4.2 The customer may only copy the programmes for purposes required for use under the terms of the contract. Copyright notices in the programmes must not be deleted.
- 4.3 **tef-dokumentation** shall have the right to take necessary program protection measures.
- 4.4 **tef-dokumentation** shall be authorised to revoke the customer's right of use should the customer severely violate the restrictions of use (§ 2 GTC-Ü) or any other obligations for program protection. In less severe cases, **tef-dokumentation** must set a deadline for remedial action. In case of recurrence, the revocation may be declared without setting a deadline.
- 4.5 For subcontractor software, the relevant subcontractor shall have the right to assert the claims of **tef-dokumentation** for programme protection from this contract against the customer.
- 4.6 **tef-dokumentation** can terminate the agreed upon right of use extraordinarily should the customer have violated any essential contractual obligations and should such violation have been continued or such continuous violation not been remedied despite notice of **tef-dokumentation**. The same shall apply should the customer be in default with a payment obligation for more than 14 days despite dunning letter.

- 4.7 Should **tef-dokumentation** cancel this contract due to a contract violation, the customer shall be obliged to make good the damage resulting from such termination to **tef-dokumentation**.

A.2 § 5 Warranty

- 5.1 **tef-dokumentation** warrants that programmes correspond to their specifications if used according to the contract (§ 1.1 GTC-Ü) and are not subject to any faults which render them unsuitable or reduce their suitability as to these requirements. Legal requirements and other requirements binding for the customer are complied with. An insignificant fault shall not be taken into account. The warranty period of 12 months shall begin one month after delivery or provision. The extension of the scope of use (§ 2.1 GTC-Ü, last sentence) shall not result in the commencement of a new warranty period.
- 5.2 The customer shall only have warranty rights if the reported faults are reproducible or can be displayed by means of computer-generated output. The customer must report any faults in writing in a comprehensible way, stating any information relevant to detect the faults. The customer shall support **tef-dokumentation** – where required – with the removal of the faults; in particular the customer shall at the request of **tef-dokumentation** provide a data medium with the relevant programme and provide work material.
- 5.3 **tef-dokumentation** shall have the right to remove faults. Faults that do not severely impair the use of the program shall not have to be removed until an updated version is delivered. If required, **tef-dokumentation** shall, to an extent reasonable for **tef-dokumentation**, work out circumvention measures; this only applies to subcontractor software to the extent to which **tef-dokumentation** has the technical means.
- 5.4 The customer can set an appropriate deadline for the removal of the faults. Should the fault removal fail, the customer shall have the right, subject to statutory requirements, to demand reduction of remuneration, cancellation of the contract or – within the framework of § 6 GTC-A – claim damages.
- 5.5 The warranty shall be invalid for such programmes that have been changed or interfered with by the customer, unless the customer provides evidence in connection with the fault report that such interference did not cause the fault.
- 5.6 **tef-dokumentation** shall have the right to raise claims for remuneration of their expenses if they started work based on an error report without such error present or without the customer having set out the conditions according to § 5.2 GTC-Ü, insofar as **tef-dokumentation** pointed this out but the customer nevertheless asked for a search for the defect but **tef-dokumentation** could not detect any fault.
- 5.7 **tef-dokumentation** shall undertake to provide support for the provided software for at least three years (under the condition of an existing servicing contract); only upon expiry of this period shall **tef-dokumentation** be allowed to discontinue support.

General terms and conditions

A.3 Terms and conditions for the maintenance of standard software (GTC-PF)

A.3 § 1 Object of the agreement

- 1.1 The basic maintenance package (standard maintenance) comprises the supply of new versions of the standard programmes (§ 3 GTC-PF), telephone support to solve faults (§ 4 GTC-PF) and the correction of faults (§ 5 GTC-PF) for a remuneration defined in the contract. The services are performed during the usual business hours of **tef-dokumentation**.
- 1.2 Any other services performed by **tef-dokumentation** in relation to the use of standard programmes shall be reimbursed separately on a time and material basis.

A.3 § 2 Maintenance and change services

- 2.1 The maintenance service for WEB-KAT shall begin upon provision in accordance with the ASP contract. The maintenance and servicing costs are both included in the lump-sum and due and payable monthly in advance on the 1st of the month. The maintenance service and therefore the payment of maintenance and servicing fees and the change services shall begin the month following the software provision. The servicing fees can be adapted monthly. Should these fees be raised by more than 5%, **tef-dokumentation** shall be obliged to provide proof of the actual cost increase on request.
- 2.2 The customer must communicate the desired changes to change services via the integrated Request System in writing.
- 2.3 The implementation of the desired changes depends on their type and scope. For this reason, no definite confirmations for implementation and completion can be defined.

A.3 § 3 Provision of new versions

- 3.1 **tef-dokumentation** shall undertake to provide new versions only after consultation with the customer. This does not apply to any extensions and/or changes and adaptations intended to improve quality.
- 3.2 Maintenance and servicing only applies to **tef-dokumentation**-internal hardware, operating system software, networks, databases and other system tools.
- 3.3 Adaptations of datasets and system prerequisites to new requirements are the responsibility of the customer and shall be recorded and billed as separate projects.

A.3 § 4 Hotline

- 4.1 Support for products of **tef-dokumentation** is provided via Request System, fax, e-mail and/or telephone.
- 4.2 Unless otherwise agreed in the contract, telephone support shall be limited to the customer himself and the core working hours of **tef-dokumentation**.
- 4.3 This support shall only be available to authorised dealers of the customer if this was agreed upon separately and commissioned by the customer. In this case, fax or e-mail support shall be available without limitation.
- 4.4 The hotline support does not include any legal counselling. The support requires adequate user training as well as basic knowledge of Microsoft Windows products on the user side.
- 4.5 **tef-dokumentation** shall be authorised to commission an expert third party to take over the hotline function.

A.3 § 5 Warranty

- 5.1 The obligation to remedy faults shall be provided for the latest released version of the standard programmes. For each version, this shall conclude 6 months after the release.
- 5.2 The customer shall only be entitled to fault remedy if the reported faults are reproducible or can be displayed by means of computer-generated output. The customer must report any faults in a comprehensible way, stating any information relevant to detect the faults. The customer shall provide support **tef-dokumentation** – where required – with the removal of the faults; in particular the customer shall at the request of **tef-dokumentation** provide a data medium with the relevant programme and provide work material.
- 5.3 Faults that do not severely impair the use of a program shall not have to be removed until an updated version is delivered. If required, **tef-dokumentation** shall, to a reasonable extent, work out circumvention measures. In the case of suppliers for systems that use WEB-KAT as a platform, this shall only apply insofar as **tef-dokumentation** has the technical means for this.
- 5.4 The customer can set an appropriate deadline for the removal of the faults. Should this deadline expire without results, the customer can – within the context of § 6 GTC-A – claim compensation for the damage and/or cancel the contract extraordinarily.
- 5.5 The obligation to remedy faults shall be invalid for such programmes that have been changed or interfered with by the customer, unless the customer provides evidence in connection with the fault report that such interference did not cause the fault.
- 5.6 **tef-dokumentation** shall have the right to raise claims for remuneration of their expenses if they started work based on an error report without such error present or without the customer having set out the conditions according to § 5.2 GTC-PF, insofar as **tef-dokumentation** points this out but the customer nevertheless asks for a search for the defect but **tef-dokumentation** cannot detect any fault.
- 5.7 The remedy of faults shall be remunerated separately, should
 - the negligent or improper handling of the software be caused by the customer or
 - due to force majeure or
 - arise from system components that were not integrated by **tef-dokumentation**.

A.3 § 6 Remote assistance

- 6.1 If required and desired, remote assistance shall be available to the customer. Prerequisite is the usable installation of remote servicing software such as TeamViewer or similar. The customer shall in coordination with **tef-dokumentation** provide access to a communication network at their own expense, so that the systems of both parties can be linked to each other. The customer shall bear the incurred line costs.
- 6.2 **tef-dokumentation** shall log onto the customer's system by means of a user profile/password controlled by the customer. Due to data protection reasons, the customer shall release the line (callback procedure). **tef-dokumentation** shall inform the customer about any performed measures.
- 6.3 Should data be transferred to **tef-dokumentation** for the purpose of fault detection or restoration, **tef-dokumentation** shall establish technical and organisational measures in its organisation which the customer has to establish according to § 9 German Federal Data Protection Act.

General terms and conditions

A.3 § 7 Payment

- 7.1 The lump-sum for standard maintenance according to § 1.1 GTC-PF shall be determined in accordance with the module scope. It shall be adapted should this change.
- 7.2 Any work performed at the customer's premises shall be reimbursed separately, in particular any service required due to the fact that the customer does not facilitate remote assistance (§ 5 GTC-PF).

A.4 Terms and conditions for service contracts (GTC-D)

A.4 § 1 Object of the agreement/scope of service

- 1.1 **tef-dokumentation** shall perform their services in accordance with the state of technology stated in the written requirements.
- 1.2 **tef-dokumentation** shall name a project manager; the customer a responsible contact person. They can make decisions or bring about such decision without delay. The project manager shall keep a written record of any decisions. The contact person shall be available to **tef-dokumentation** for any required information. **tef-dokumentation** is obliged to consult with the contact person whenever this is required to fulfil the order.

A.4 § 2 Place of work, customer's obligations to cooperate

- 2.1 Upon request, works shall be performed at the customer's premises.
- 2.2 The customer shall undertake to support **tef-dokumentation** – where required – and, within their company environment, to provide, free of charge, any prerequisites necessary for the contracted work to be carried out. This shall also include any additional work that requires exceptional effort due to time or special issues. At the request of **tef-dokumentation**, the customer shall provide, free of charge, sufficient work places and work material.
- 2.3 At the request of **tef-dokumentation**, the customer shall be obliged to confirm in writing the correctness and completeness of documents provided to him as well as that of information and verbal statements.

A.4 § 3 Rights of use

- 3.1 The customer shall have the right to use the services for the purpose agreed upon in the contract in any manner.
- 3.2 **tef-dokumentation** shall be authorised to utilise the services for other purposes, insofar as § 3 GTC-A does not require secrecy.

A.4 § 4 Duration, termination

- 4.1 The contract shall terminate:
 - a) if certain types of work have to be performed: with their completion
 - b) if the contract is for an indefinite period: by means of termination. The notice period shall be gleaned from the appropriate project contract.

A.5 Terms and conditions for adaptation programming (GTC-AP)

A.5 § 1 Object of the agreement

- 1.1 **tef-dokumentation** shall provide the customer the same right of use for modifications and extensions as for the standard programmes they form part of. The customer shall be authorised to use any additional programmes (individual programs for independent use) for own purposes and the purposes of companies of the company group without restriction.
- 1.2 Modifications and extensions shall only be delivered in executable state. Delivery as a source programme is excluded.
- 1.3 User documentation shall only be delivered if this has been expressly agreed. The customer can also order their preparation at a later stage. The following applies in case of an order: Should modifications/extensions affect the user documentation of the standard programmes, these shall not be integrated therein but presented as an addition.
- 1.4 **tef-dokumentation** shall, at the beginning of the work – considering the agreed upon dates – prepare a time and work schedule in writing and revise it if necessary. Based on this schedule, **tef-dokumentation** shall inform the customer about the work progress at regular intervals.
- 1.5 Should the requirements of the customer not become evident from the task stated in the contract, **tef-dokumentation** shall document this with the customer's support, prepare specifications and present them to the customer for approval. The customer shall approve them within 7 working days in writing if they comply with the contract. The specification is a binding requirement for further work. Should it concern interface programming, the customer shall ensure that **tef-dokumentation** has a current detailed interface description available. Should **tef-dokumentation** determine that the task is inadequate, not clear or not executable, they shall inform the customer about this in writing without delay. The customer shall then decide on how to proceed without delay.
- 1.6 **tef-dokumentation** shall be authorised to commission expert third parties with the execution while complying with data protection requirements.

A.5 § 2 Service changes

- 2.1 Any change agreements must be made in writing.
- 2.2 The customer shall detail his change request to the extent to which the task is detailed in the contract. **tef-dokumentation** shall take over this task at the customer's request with remuneration on a time and material basis.
- 2.3 Should the implementation of a change request by the customer affect the terms and conditions, **tef-dokumentation** shall be authorised to demand an appropriate adjustment of the terms and conditions, in particular increased remuneration and/or postponed deadlines.

General terms and conditions

A.5 § 3 Place of work, customer's obligations to cooperate

- 3.1 Upon request, works shall be performed at the customer's premises.
- 3.2 The customer shall undertake to support **tef-dokumentation** – where required – and, within their company environment, to provide any prerequisites necessary for the contracted work to be carried out. At the request of **tef-dokumentation**, the customer shall provide, free of charge, sufficient work places and work material.

A.5 § 4 Acceptance

- 4.1 **tef-dokumentation** shall install the modifications/extensions and/or additional programmes (adaptations in the following). The customer shall confirm the installation in writing.
- 4.2 The customer shall undertake to verify that the adaptations comply with the contract without delay and accept them in writing if they comply with the contract. The verification period shall be max. 1 week, unless otherwise agreed.
- 4.3 The adaptations shall be deemed accepted if their usability is not severely limited due to reported faults after a duration of 2 weeks.

A.5 § 5 Warranty

- 5.1 **tef-dokumentation** warrants that the services, if made in accordance with the contract, correspond to the tasks within the form they may have taken according to § 1.4 GTC-AP, and do not have any faults that nullify or impair their suitability. The warranty period of 12 months shall begin upon acceptance.
- 5.2 The customer shall only have warranty rights if the reported faults are reproducible or can be displayed by means of computer-generated output. The customer must report any faults in writing in a comprehensible way, stating any information relevant to detect the faults. The customer shall support **tef-dokumentation** – where required – with the removal of the faults; in particular the customer shall at the request of **tef-dokumentation** provide a data medium with the relevant adaptations and provide work material.
- 5.3 **tef-dokumentation** must remedy faults within an appropriate time period.
- 5.4 The customer can set an appropriate deadline for the removal of the faults. Should the fault removal fail, the customer shall have the right, subject to statutory requirements, to demand reduction of remuneration, cancellation of the contract or – within the framework of § 6 GTC-A – claim damages.
- 5.5 The warranty shall be invalid for such adaptations that have been changed or interfered with by the customer, unless the customer provides evidence in connection with the fault report that such interference did not cause the fault.
- 5.6 **tef-dokumentation** shall have the right to raise claims for remuneration of their expenses if they started work based on an error report without such error present or without the customer having set out the conditions according to § 5.2 GTC-AP, insofar as **tef-dokumentation** pointed this out but the customer nevertheless asked for a search for the defect but **tef-dokumentation** could not detect any fault.

A.6 Terms and conditions for preparing concepts and specifications (GTC-EKS)

A.6 § 1 Object of the agreement

- 1.1 **tef-dokumentation** shall create the work including documentation in accordance with the state of the art.
- 1.2 **tef-dokumentation** shall name a project manager; the customer a responsible contact person. They can make decisions or bring about such decision without delay. The project manager shall keep a written record of any decisions. The contact person shall be available to **tef-dokumentation** for any required information. **tef-dokumentation** is obliged to consult with the contact person whenever this is required to fulfil the order.
- 1.3 **tef-dokumentation** shall, at the beginning of the work, considering the agreed upon dates, prepare a time and work schedule in writing and revise it if necessary. Based on this schedule, **tef-dokumentation** shall inform the customer about the work progress at regular intervals.
- 1.4 The customer shall check any scheduled interim results without delay and prepare a written statement within 1 week. In addition, the customer shall participate in the scheduled interim tests. Accepted interim results shall become binding requirements for any further work. Should **tef-dokumentation** realise that the task of the customer is incorrect, not clear or not executable, they shall inform the customer about this in writing without delay. The customer shall then decide on how to proceed without delay.
- 1.5 **tef-dokumentation** shall be authorised to commission expert third parties with the execution while complying with data protection requirements.

A.6 § 2 Service changes

- 2.1 Any change agreements must be made in writing.
- 2.2 The customer shall detail his change request to the extent to which the task is detailed in the contract. **tef-dokumentation** shall take over this task at the customer's request with remuneration on a time and material basis.
- 2.3 Should the implementation of a change request by the customer affect the terms and conditions, **tef-dokumentation** shall be authorised to demand an appropriate adjustment of the terms and conditions, in particular increased remuneration and/or postponed deadlines.

A.6 § 3 Place of work, customer's obligations to cooperate

- 3.1 Upon request, works shall be performed at the customer's premises.
- 3.2 The customer shall undertake to support **tef-dokumentation** – where required – and, within their company environment, to provide any prerequisites necessary for the contracted work to be carried out. At the request of **tef-dokumentation**, the customer shall provide, free of charge, sufficient work places and work material.

General terms and conditions

A.6 § 4 Acceptance

- 4.1 The customer shall confirm delivery of the work in writing and confirm acceptance in writing after completion of the acceptance test. The test shall be performed without delay; the verification period shall however be max. 1 week, unless otherwise agreed.
- 4.2 **tef-dokumentation** shall be available for queries within a reasonable scope.
- 4.3 The work shall be deemed accepted when, after expiry of the verification period, the usability is not severely limited due to faults after a duration of 2 weeks.

A.6 § 5 Rights of use

- 5.1 The customer shall have the right to use the work for the purpose agreed upon in the contract in any manner.
- 5.2 Any other rights of use remain with **tef-dokumentation**. **tef-dokumentation** shall be authorised to utilise the work for other purposes, insofar as § 3 GTC-A does not require secrecy.

A.6 § 6 Warranty

- 6.1 **tef-dokumentation** warrants that the work corresponds to the tasks within the form it may have taken according to § 1.4 GTC-EKS, and does not have any faults that nullify or impair its suitability. The warranty period of 12 months shall begin upon acceptance.
- 6.2 The customer shall give detailed justification for the complaint in writing. **tef-dokumentation** must remedy faults within an appropriate time period.
- 6.3 The customer can set an appropriate deadline for the removal of the faults. Should the fault removal fail, the customer shall have the right, subject to statutory requirements, to demand reduction of remuneration, cancellation of the contract or – within the framework of § 6 GTC-A – claim damages.

A.7 Terms and conditions for software creation (GTC-ES)

A.7 § 1 Object of the agreement

- 1.1 **tef-dokumentation** shall create the software (including documentation) in accordance with the state of the art. Standard modules that **tef-dokumentation** includes in the software shall be delivered as a target programme without system documentation.
- 1.2 **tef-dokumentation** shall name a project manager; the customer a responsible contact person. They can make decisions or bring about such decision without delay. The project manager shall keep a written record of any decisions. The contact person shall be available to **tef-dokumentation** for any required information. **tef-dokumentation** is obliged to consult with the contact person whenever this is required to fulfil the order.
- 1.3 **tef-dokumentation** shall, at the beginning of the work – considering the agreed upon dates – prepare a time and work schedule in writing and revise it if necessary. Based on this schedule, **tef-dokumentation** shall inform the customer about the work progress at regular intervals.
- 1.4 Should the requirements of the customer not become evident from the task stated in the contract, **tef-dokumentation** shall document this with the customer's support, prepare a specification and present it to the customer for approval. The customer shall approve them within 7 working days in writing if they comply with the contract. The specification is a binding requirement for further work. The specification shall be refined – in consultation with the customer – while it is being implemented in software. Should **tef-dokumentation** realise that the task of the customer is incorrect, not clear or not executable, they shall inform the customer about this in writing without delay. The customer shall then decide on how to proceed.
- 1.5 The customer shall provide for expert personnel for commissioning of the software to be available at the time of installation at the latest.
- 1.6 **tef-dokumentation** shall be authorised to commission expert third parties with the execution while complying with data protection requirements.

A.7 § 2 Service changes

- 2.1 Any change agreements must be made in writing.
- 2.2 The customer shall detail his change request to the extent to which the task is detailed in the contract. **tef-dokumentation** shall take over this task at the customer's request with remuneration on a time and material basis.
- 2.3 Should the implementation of a change request by the customer affect the terms and conditions, **tef-dokumentation** shall be authorised to demand an appropriate adjustment of the terms and conditions, in particular increased remuneration and/or postponed deadlines.

General terms and conditions

A.7 § 3 Place of work, customer's obligation to cooperate

- 3.1 Upon request, works shall be performed at the customer's premises.
- 3.2 The customer shall undertake to support **tef-dokumentation** – where required – and, within their company environment, to provide any prerequisites necessary for the contracted work to be carried out. At the request of **tef-dokumentation**, the customer shall provide, free of charge, sufficient work places and work material.

A.7 § 4 Acceptance

- 4.1 **tef-dokumentation** shall install the software. The customer shall confirm the installation in writing.
- 4.2 The customer shall undertake to verify that the software (including documentation) complies with the contract and has all basic functions without delay and accept in writing if it complies with the contract. The verification period shall be max. 1 week, unless otherwise agreed. **tef-dokumentation** shall be available to support the customer in an acceptance test within the scope of installation for separate remuneration.
- 4.3 The software shall be deemed accepted when, after expiry of the verification period, the usability is not severely limited due to reported faults after a duration of 2 weeks.
- 4.4 Should instalments have been agreed upon, each instalment shall be accepted separately. The interaction of all parts shall be the subject of the acceptance test of the last instalment.

A.7 § 5 Rights of use

- 5.1 The customer shall have the right to use the software, including documentation, for the purpose agreed upon in the contract in any manner.
- 5.2 Any other rights of use remain with **tef-dokumentation**. **tef-dokumentation** shall be authorised to utilise the software for other purposes, insofar as § 3 GTC-A does not require secrecy.

A.7 § 6 Warranty

- 6.1 **tef-dokumentation** warrants that the software (including documentation), if it is used in accordance with the contract, corresponds to the tasks within the form it may have taken according to § 1.4 GTC-ES, and does not have any faults that nullify or impair its suitability. The warranty period of 12 months shall begin upon acceptance.
- 6.2 The customer shall only have warranty rights if the reported faults are reproducible or can be displayed by means of computer-generated output. The customer must report any faults in writing in a comprehensible way – stating any information relevant to detect the faults. The customer shall support **tef-dokumentation** – where required – with the removal of the faults; in particular the customer shall at the request of **tef-dokumentation** provide a data medium with the relevant programme and provide work material.
- 6.3 **tef-dokumentation** must remedy faults within an appropriate time period.

- 6.4 The customer can set an appropriate deadline for the removal of the faults. Should the fault removal fail, the customer shall have the right, subject to statutory requirements, to demand reduction of remuneration, cancellation of the contract or – within the framework of § 6 GTC-A – claim damages.
- 6.5 The warranty shall be invalid for such programmes that have been changed or interfered with by the customer, unless the customer provides evidence in connection with the fault report that such interference did not cause the fault.
- 6.6 **tef-dokumentation** shall have the right to raise claims for remuneration of their expenses if they started work based on an error report without such error present or without the customer having set out the conditions according to § 5.2 GTC-ES, insofar as **tef-dokumentation** pointed this out but the customer nevertheless asked for a search for the defect but **tef-dokumentation** could not detect any fault.

These general terms and conditions were prepared in German. In the case they are translated into other languages, the German original version is legally binding.

tef-dokumentation GmbH

Techn. documentation and software development

Angelestr. 56

D-88214 Ravensburg

Phone: +49 (0) 751 – 766990-0

Fax: +49 (0) 751 – 766990-98

www.tef.de