

**Special part**

**Contractual terms for service contracts**

**1. Object of the contract and service performance**

1.1 Beta Systems will provide the services solely under the conditions agreed in the contract and the following conditions for the contractually agreed fee.

1.2 Beta Systems shall only be responsible for a successful result insofar as

- a) the essential criteria with respect to scope and effect were defined specifically and conclusively in the specification when the contract was signed and have become the object of the contract (agreed performance criteria) and
- b) the Customer meets his duty to co-operate in a timely and proper fashion.

Beta Systems shall not be responsible for a result, if one of the conditions set out in a. or b are not met. This does not apply, where timely or due co-operation (1.2 b) does not impact service performance.

1.3 The specification is based on the Customer's technical and functional requirements as notified by the Customer. The specification particularly sets out the agreed performance criteria (1.2 a) conclusively and any test criteria to be applied to such performance criteria. Changes to the specification shall only be made in accordance with 4. Beta Systems shall only provide analysis, planning and consultancy services for the specification on the basis of a separate contract.

If not already agreed in the specification, the parties shall decide in good time before the agreed start of the performance the test agents to be used to check the performance, such as test cases, test procedures or test data, on the basis of the agreed performance criteria (1.2 a).

Should the test agents not be agreed in good time, Beta Systems may specify binding suitable test agents. The Customer's interests will be considered adequately in this process.

If Beta Systems has no contractual liability to provide a result, Beta Systems' General Terms and Conditions for Consultancy and Support Services shall apply, if not agreed otherwise.

**2. Co-operation of the contractual partners**

2.1 The Customer and Beta Systems shall each name a responsible contact. Unless agreed to the contrary, any communication between the Customer and Beta System shall be made through these contacts. The contacts have to bring about decisions in connection with the execution of the contract immediately and be available to provide any necessary information. Any decisions reached by the contacts must be documented

2.2 Place of service performance is the branch office acting as contractual partner for Beta Systems, unless agreed otherwise.

3. It shall be forbidden for the Customer to solicit or entice employees away from Beta Systems by making active efforts to do so. The non-compete agreement shall end 1 year after the services have been rendered by Beta. In the event of breach a contractual penalty of EUR 30,000.00 shall become payable for each individual breach.

**4. Duties to collaborate**

4.1 The Customer shall ensure that any documents, information and data required for Beta Systems to provide the services are made available in full, correctly, promptly and free of charge, except if they are to be provided by Beta Systems. Beta Systems may assume that these documents, information and data are complete and accurate, unless it identifies or should identify that they are incomplete or incorrect.

4.2 The Customer shall ensure that qualified personnel are available to support Beta Systems.

4.3 The Customer is obliged to support Beta Systems, if required, and to put in place in his business all the conditions necessary for the proper implementation of the contract. If it is agreed in the contract that performance can take place on site at the Customer, the Customer shall provide Beta System with sufficient work stations and the necessary tools free of charge at Beta Systems' request.

4.4 The Customer shall duly hand over the testing agents defined in item 1.3 in due time, insofar as it is agreed that they should be provided by the Customer. Should the Customer be in default of delivery, for example, after a reminder, Beta Systems shall be entitled to produce or procure such test agents at the Customer's expense. As a consequence of default the specified deadlines and delivery dates will be postponed.

4.5 The Customer must offer reasonable support to Beta Systems to rectify any defects. In particular, appropriate analysis material should be provided, where necessary.

**5. Procedure in the event of changes to services**

5.1 Both contractual partners may propose changes to the specification (see 1.3) and service performance. Unless contractually agreed to the contrary, the following procedure shall apply:

5.2 Beta Systems will screen any change request from the Customer and notify him, whether a comprehensive review of the change request is necessary or not.

5.3 If a comprehensive review of the change request is necessary, Beta Systems shall give reasonable notice of the time likely to be required and of any fees involved. The Customer will place or reject the order for a review within a reasonable timeframe.

5.4 If a comprehensive review of the change request is not required or the ordered review is complete, Beta Systems shall either

- a) notify the Customer, that the change request cannot be implemented as part of the agreed services by Beta Systems or
- b) will submit an offer for implementing the changes (quotation for changes) in writing or by e-mail. The quotation for changes shall contain, in particular, the changes to the specification and the impact upon the service period, the planned delivery dates, the test agents and the fees.

5.5 The Customer shall either reject a quotation for changes within the acceptance period (binding period) mentioned therein, or state acceptance in writing or in another agreed form. Should no agreement be reached, the application shall be deemed rejected.

5.6 Beta Systems and the Customer may agree that services affected by the change request may be interrupted until the end of the review or - if a change quotation is submitted - until the end of the binding period.

5.7 The work will be continued on the basis of the hitherto existing contractual conditions until the change quotation is accepted. The specified period shall be extended by the number of calendar days, on which work connected with the change request or its review was interrupted. Beta Systems may ask for a reasonable payment for the period of the interruption, unless Beta Systems is able to employ its staff affected elsewhere or has maliciously omitted to do so.

5.8 Upon Beta Systems' request the change process shall be documented in writing. Any change to the specification must be agreed in writing.

5.9 Items 4.2 to 4.7 shall apply accordingly for any change requests by Beta Systems.

5.10 Any change requests must be addressed to the contractual partner's contact (2.1).

**6. Rights of use**

Unless agreed to the contrary, Beta Systems shall grant the Customer the same rights of use as to the initially acquired software.

## General Terms and Conditions of Beta Systems IAM Software AG

### 7. Acceptance

- 7.1 The Customer must declare acceptance in writing within 14 days of receiving the written request for acceptance from Beta Systems, unless another time limit has been agreed. During this test period the Customer will be able to assure himself, if necessary, with the help of the test agents, (1.3) that the work performance is in line with the contract.
- 7.2 Unless agreed to the contrary, a reported defect will be assigned to one of the following categories:
- Category 1:  
Work performance has a defect that renders its use impossible or only permits it with serious restrictions
  - Category 2:  
The work performance has a defect that restricts its use without being a category 1 defect
  - Category 3:  
The work performance has a defect that only slightly restricts its use
- 7.3 In the event of a category 1 defect, the Customer may refuse to give a declaration of acceptance. This also applies, if several category 2 defects together result in category 1 effects (6.2 a). Beta Systems shall properly rectify any reported defects with category 1 effects within a reasonable period of time (7.2 of the Beta Systems' General Terms of Business - General part), so that there are no longer any further category 1 effects. If the acceptance test cannot be properly continued due to such a defect, its effects or its rectification, the acceptance period for the affected goods and services shall be reasonably extended.
- 7.4 Subsequent acceptance tests for other services shall not affect any partial acceptances already declared. The same applies to acceptance tests already carried out, unless these are affected by a defect or its rectification.
- 7.5 The goods and services shall be deemed fit for acceptance, if there are no category 1 defect effects. In that case, the Customer shall declare acceptance immediately after any tests have been completed, though at the latest at the end of the test period (see 7.1).
- 7.6 The goods and services shall be deemed to have been accepted, even without an explicit declaration and without a request for acceptance from Beta Systems
- if the Customer takes the goods and services into use other than for test purposes, or
  - if the Customer does not report a defect that would prevent acceptance within the acceptance period in accordance with 7.1, or
  - if the Customer does not report any defect that would prevent acceptance within a reasonable period set for him by Beta Systems, and where Beta Systems indicated this consequence when setting the deadline or
  - if, when using the test agents (1.3, 3.4) the tests are carried out without any defects that would prevent acceptance.
- 7.7 Unless agreed to the contrary, definable partial performance shall also be accepted individually in accordance with these rules.

### 8. Claims for defects

- 8.1 The Customer only has claims for defects, if the reported defects can be reproduced or verified in another way. This also applies to defects, for which the Customer reserves to assert further rights at acceptance. 7.2 Beta Systems' General Terms of Business – General Part shall apply, in particular, to the notification of defects.
- 8.2 Beta Systems can demand payment for its time and effort, insofar as
- it acted on the basis of a problem report, even though there was no defect, unless the Customer was unable to identify with reasonable effort that there was no error or

- a reported malfunction cannot be reproduced or otherwise verified ,  
or
- additional expenditure is incurred due to the Customer not meeting his obligations to collaborate.

- 8.3 Furthermore, the rules for claims for defects under the General Terms of Business - General Part of Beta Systems shall apply accordingly.

### 9. Closing conditions

In addition, the regulations of the General Part of the General Terms and Conditions of Beta Systems IAM Software AG (Version 07/2011) and the Special Part, Software License for Permanent Use (Version 07/2011) or the Special Part, Software License for time-limited Use (Version 07/2011) shall apply.