



General Terms and Conditions of

tec4U-Solutions GmbH
Saar-Lor-Lux-Strasse 13
66115 Saarbrücken

Partner authorized to represent: Stefan Nieser
Saarbrücken Magistrates' Court, HR B 100974

Valid from: 01 November 2017

1. Scope

These terms and conditions apply to all services provided by tec4U-Solutions GmbH to enterprises within the meaning of section 14 of the German Civil Code (hereafter: "customers"). The customer's general terms and conditions are inapplicable. This also applies if tec4U-Solutions GmbH has failed to expressly object to the customer's general terms and conditions. General terms and conditions of clients are only binding for tec4U-Solutions GmbH if the latter has expressly recognized them in writing. The present general terms and conditions apply to all future business relations even if not expressly agreed again.

Use of the "DataCross" platform is exclusively subject to the terms of use for "DataCross".

2. Right to adjustment

tec4U-Solutions GmbH reserves the right to adjust the general terms and conditions for important reasons. An important reason is provided if a change in the legal situation, jurisdiction or economic circumstances necessitates a corresponding adjustment. Adjustments are communicated in writing, usually by e-mail. Adjustments are regarded as accepted if not objected to in writing within 4 weeks. The right to object and consequences of failing to react to adjustments will be expressly and specifically pointed out at the start of this period.

3. Offer and contract conclusion

1.

All offers by tec4U-Solutions GmbH are subject to change and non-binding unless expressly identified as binding by tec4U-Solutions GmbH.

2.

Customer orders constitute a legally binding proposal to enter into a purchase contract. A contract is only formed upon express order confirmation in writing, but at the latest with the customer's notification of the ordered services' performance.

3.

The parties enter into respectively individual contracts that can provide for various services, terms and settlement periods.

4. Service scope

The written order confirmation by tec4U-Solutions GmbH relating to the main contract is decisive for the scope of the service. Side agreements and changes must be in writing to be effective.

Orders can concern the performance of work or provision of services such as, for example, the:

- Elaboration of organization concepts
- Status analyses
- Data research
- Provision of software for rent
- Provision of memory space on a server
- Trainings
- Program support and maintenance
- Other consultancy services

5. Service provision

In case of a service (e.g. analysis, consultancy) being provided, the service is considered provided by tec4U-Solutions GmbH as soon as tec4U-Solutions GmbH has created the required services and resulting conclusions, concepts or recommendations, and explained them to the customer. Whether or when the conclusions and/or recommendations are implemented is immaterial.

6. Obligations of the customer

1.

The customer ensures that all acts of participation required for performing the services to be provided by tec4U-Solutions are performed in time and free of charge for tec4U-Solutions GmbH. Additional cooperation obligations of the customer can be agreed in the main contract and apply supplementarily, with the main contract's provisions in the respective regard taking precedence in case of contradictions.

2.

These cooperation duties particularly include the following points:

- The customer names a contact person who is authorized to make decisions, able to also provide detailed information and a documentation about the employed technology and software for resolving service issues, and will, upon request, make independent use of diagnostic tools, documentations and other aids from tec4U-Solutions GmbH to identify or eliminate possible defects. Should the contact person change during the contract term, tec4U-Solutions GmbH needs to be informed about this replacement immediately, while naming the new contact person accordingly.
- Customers are required to exhort their personnel to cooperate with tec4U-Solutions GmbH and its representatives.
- The customer will provide tec4U-Solutions GmbH with all work materials, information and records in time, in their entirety and free of charge as tec4U-Solutions GmbH deems necessary for providing the contractual services.
- The customer is required to grant the access to the IT appliances and infrastructure required by tec4U-Solutions GmbH and its personnel to provide the contractual services to the extent necessary for contract fulfilment.
- The customer agrees to tec4U-Solutions GmbH's remote access to its system. If tec4U-Solutions GmbH is required to provide services on site because the customer has failed to ensure access by remote access, a separate compensation will be payable for these services, including travel costs and journey times.
- The customer is responsible for backing up its entire data inventory before the start of possible work on its IT system by tec4U-Solutions GmbH.

- During the contract term, the customer will only employ other companies in the task area of tec4U-Solutions GmbH than those relied upon by tec4U-Solutions GmbH to provide the services upon previous coordination with tec4U-Solutions GmbH.
- The customer will inform tec4U-Solutions GmbH of all documents, events or circumstances that could be important for the performance of tec4U-Solutions GmbH's assignment without prompting.

7. Terms

1.

Performance deadlines only count as agreed if confirmed by tec4U-Solutions GmbH in writing.

2.

If the performance by tec4U-Solutions GmbH is delayed by performance hindrances tec4U-Solutions GmbH is not answerable for, the performance deadline is commensurately postponed.

3.

tec4U-Solutions GmbH cannot be held responsible for delays in performance owed to force majeure (e.g. dispute, official orders, general disruptions in the telecommunication, etc.) or circumstances in the customer's sphere of responsibility (e.g. belated performance of acts of participation, delays caused by third parties attributable to the client), which will entitle it to postpone the services in question by the duration of the hindrance plus an adequate lead time. tec4U-Solutions GmbH will inform the customer of delays in performance owed to force majeure.

8. Termination

1.

The notice periods derive from the main contract concluded between the parties. The right to extraordinary termination remains unaffected. Terminations must be in writing.

2.

tec4U-Solutions GmbH is especially, but not only, entitled to extraordinary termination if

- the customer fails to cooperate as required by section 6 of these terms and conditions or otherwise, and tec4U-Solutions GmbH has granted the customer an adequate grace period.
- insolvency proceedings have been instituted against the customer or rejected for lack of assets.
- the customer defaults on compensation payments for more than a month.

In these cases, tec4U-Solutions GmbH is entitled to immediately stop its performance and claim compensation for damages in keeping with statutory provisions.

3.

If the contract is terminated, tec4U-Solutions GmbH retains its claim to compensation in consideration of the provisions in Civil Code section 642.2. tec4U-Solutions GmbH's claims to reimbursement of additional expenses incurred by the customer's fault and of the losses caused also remain unaffected, even if tec4U-Solutions GmbH fails to exercise its right to termination.

9. Subcontractors

tec4U-Solutions GmbH is entitled to delegate the services to be provided to subcontractors in their entirety or with regard to individual partial services.

10. Compensation

1.

All prices and all-inclusive rates are stated excluding VAT, which needs to be added at the respectively applicable, statutory rate.

2.

Payments to be made by the customer must be provided at the agreed dates without deductions. Unless agreed otherwise, payments become due without deductions 10 days after receipt of the invoice.

3.

The customer goes into default as soon as a payment is not provided at the agreed date. Upon default, tec4U-Solutions GmbH is entitled to default interest of 9 percentage points above the currently applicable base rate. The right to claim damages over and beyond this remains unaffected. tec4U-Solutions GmbH can demand reasonable advances on the compensation and reimbursement of expenses, and make the continuation of its services conditional to the satisfaction of its claims.

4.

Unless agreed otherwise in the individual case, the customer covers the expenses for catering costs, accommodation costs and documented or credibly established ancillary costs (e.g. luggage transport and storage, cost of business-related telephone calls and faxes, etc.), cost of tec4U-Solutions GmbH staff travelling to and from the project location.

5.

Discount deduction is only permitted if specifically agreed between tec4U-Solutions GmbH and the customer in writing.

11. End of contract

The contractual relationship between the parties ends at the end of the contract term, insofar as agreed. If no contract term has been agreed, the contract ends upon full provision of the services by both parties or, in case of continuing obligations, upon termination.

12. Limitation

Customer claims under warranty law lapse in a year from handover/delivery of the purchase object and/or customer's acceptance of the work. Exempted from this are damage claims based on injury to life, body or health and/or damage claims based on grossly negligent or deliberately intended damage by tec4U-Solutions GmbH. The statutory limitation periods apply in this respect.

13. Service provision

tec4U-Solutions GmbH undertakes to perform the contractually agreed services diligently and in keeping with the agreements made and principles of proper professional practice.

14. Place of performance

tec4U-Solutions GmbH either meets its performance obligations on site at the client or at the agreed place of deployment in due consideration of a meaningful performance of the required activity.

tec4U-Solutions GmbH can also provide the services or parts thereof by telephone or remote access to the customer's IT system.

15. Liability

1.

tec4U-Solutions GmbH is liable without limitation for deliberate intent and gross negligence.

tec4U-Solutions GmbH is moreover liable for negligent breaches of obligations whose fulfilment enables proper contract performance in the first place, whose non-fulfilment jeopardizes the achievement of the contract purpose, and on whose fulfilment the customer can reasonably rely, limited to the foreseeable damage typical for the contract.

2.

Without prejudice to the cases detailed in section 15.1, tec4U-Solutions GmbH is neither liable for lost profits, indirect losses, consequential damages and third-party claims except for claims arising from a violation of third-party protective rights by the services of tec4U-Solutions GmbH, nor for defects occurring in connection with alterations of tec4U-Solutions GmbH's services applied or otherwise occasioned by the client, or with other external influences originating from the customer's area of risk. The customer bears the burden of proof that any defects to arise are not causally based on external influences.

3.

Without prejudice to the cases detailed in section 15.1, tec4U-Solutions GmbH is only liable for the loss of data or programs up to the damage amount that would have also resulted with regular data backups on the part of the customer. The limitation of liability above consequently especially applies where the damage is based on the customer's failure to perform regular data backups and thus ensure the recoverability of lost data at reasonable expense.

4.

The customer bears sole responsibility for all security measures, including virus protection, data backups, firewall configurations and the installation of security updates, while using tec4U-Solutions GmbH's services and performances, and for its systems. A liability of tec4U-Solutions GmbH for the customer's aforementioned obligations is excluded without prejudice to the cases detailed in section 15.1.

5.

Above liability limitations are inapplicable to injuries to life, body and health. Liability under product liability law remains unaffected along with the liability for defects after issuing a guarantee, or for fraudulently concealed defects. If a liability is effectively excluded or limited, this will also apply to the personal liability of employees, other associates, representatives and vicarious agents of tec4U-Solutions GmbH.

16. Notifiability

The customer is required to immediately inspect deliveries and services for completeness and obvious defects, particularly also obvious shortfalls or damages, and report them to tec4U-Solutions GmbH in writing without delay and no later than 2 weeks after receiving the delivery and/or service. Timely sending of the complaint will suffice to meet the deadline. If the customer fails to file a complaint as required above, liability is excluded for the defect that was not complained about. The customer bears the burden of proof for the compliance and timeliness of the complaint obligation as well as the existence of a defect and time of its discovery.

17. Retention of title and rights reserved

1.

tec4U-Solutions GmbH reserves all rights to deliveries and/or services until all, also future claims from an ongoing business relationship have been settled in full. This particularly applies to the ownership of contractual deliveries (e.g. data carriers, user manuals, other documentations, etc.) and intellectual property rights (e.g. copyrighted rights to software programs and user manuals).

2.

tec4U-Solutions GmbH's deliveries and/or services may neither be pledged to third parties nor assigned by way of security before the secured claims have been paid in full. The customer is required to inform tec4U-Solutions GmbH immediately by registered letter if and insofar as third parties take recourse.

3.

If the customer is in breach of contract, particularly by non-payment of the due compensation, tec4U-Solutions GmbH is entitled to withdraw from the contract in keeping with the statutory provisions and to demand the surrender of possibly delivered contractual goods (e.g. data carriers, user manuals, etc.) based on the retention of title and withdrawal, and to revoke any rights of use for intellectual property possibly granted to the customer (e.g. rights of use for software programs).

18. Applicable law, place of jurisdiction

1.

All legal relationships arising from this contract and possible secondary business transactions for the parties and their legal successors are subject to the law of the Federal Republic of Germany.

2.

The place of jurisdiction for all legal disputes arising from legal relationships between tec4U-Solutions GmbH and the customer is the location of tec4U-Solutions GmbH. tec4U-Solutions GmbH is also entitled to sue at the location of the customer, however.

19. Final provision

Should individual provisions of these general terms and conditions be ineffective, the validity of the remaining provisions will principally remain unaffected. In place of the ineffective provision, the contracting parties will endeavor to find a provision that most closely approximates the contract's objectives in legal and economic terms.