

§ 1 Scope

- (1) The goods, services and scope of products from InBetween Deutschland GmbH (hereinafter referred to as "InBetween") shall be offered exclusively based on these General Terms and Conditions and the additional special terms and conditions (such as for software or for services), which are declared as applicable in a separate agreement.

Unless the Client was presented with an updated version of the General Terms and Conditions, the provisions herein shall apply to the overall range of current and future business transactions relating to performances (such as software, services, projects, maintenance) offered to the Client, even if the General Terms and Conditions do not expressly reference them.

- (2) Any deviating or additional general terms and conditions shall not be an integral part of the agreement.

§ 2 Prices and Payment

- (1) InBetween's price list (service charges) shall apply as amended at the time the order is issued unless services are invoiced by time and effort.

- (2) Where services are provided in coordination with or upon request of the Client outside of the InBetween business premises, any costs for travel and accommodations as well as expenses shall be invoiced separately based on the actual expense and on a separate written agreement. In this case, travel times shall be deemed work time.

- (3) All prices shall be net, i.e. plus any legal sales and value added taxes where applicable.

- (4) Invoices from InBetween shall be payable net within 10 days after the date listed in the invoice without any deductions, at the very latest.

- (5) InBetween shall have the right to charge maturity interest and, as damage, default interest in the amount of 5 percentage points above EURIBOR.

- (6) The Client may only offset against counterclaims, which have been legally established, are undisputed or which InBetween has accepted.

The Client shall only have a right of retention based on counterclaims that are derived from the same contractual relationship, are undisputed, have been legally established or are ready for a decision.

In the event of an ongoing business relationship, every contract shall represent a separate contractual relationship as understood under this paragraph (6).

§ 3 Force Majeure, Reminders

- (1) If, after having entered into the agreement, InBetween is prevented by a force majeure from observing the delivery, performance or completion deadline, said deadline shall be extended without further ado by the dura-

tion of the effects of the force majeure plus a reasonable start-up time. Unforeseeable circumstances for which InBetween cannot be held responsible and which hamper the delivery, performance or completion to an intolerable extent are deemed equivalent to the force majeure. This shall include, in particular, labor disputes, sovereign acts, scarcity of raw materials or energy shortages, severe transport disruptions, third-party data line outages, even if such occur at the facilities of InBetween's vicarious agents, suppliers or subcontractors.

- (2) Agreed upon delivery, performance or completion deadlines shall be extended automatically by the period of time during which InBetween waits for collaboration or information from the Client, provided InBetween grants the customer a reasonable extension of time in written form to fulfill his obligation to co-operate and submit the necessary information and provided this time expansion has expired.

- (3) Any warnings or settings of deadlines addressed to the Client must be in written form to be effective, given that email and fax fulfill the requirement for written form.

§ 4 Retention of Title

- (1) InBetween shall retain title to the objects delivered in its own name (such as data carriers or publications) until all accounts receivable from the relevant contractual relationship with the Client have been paid in full. Maintenance and/or upkeep of the hardware and software establish separate contractual relationships as understood herein.

- (2) The Client agrees to hold the goods subject to retention of title harmless from any third-party rights and to immediately inform InBetween in writing or by phone if any third-party has seized the goods subject to retention of title and to instruct said third party of the rights of InBetween.

§ 5 Liability

- (1) Damage claims by the parties, irrespective of their legal basis, in particular due to unlawful acts, product liability, false or omitted advice, negligent contract negotiations, or intentional breach of a contractual obligations shall be excluded for negligence and slight negligence of the parties, its representatives, staff, workers, and vicarious agents, unless governed otherwise below.

- (2) The parties shall be liable in accordance with legal provisions for any culpable violation of its obligations that are critical in order to ensure that the agreement is properly executed ("cardinal obligation").

- (3) Insofar as the parties are also liable for slight negligence pursuant to paragraph 2, their liability shall be limited in terms of the total amount to reimbursement of typical, foreseeable damage.

- (4) For the time-limited use of the licensed material, damages payable pursuant to the aforementioned provisions shall be limited to 300.000 EUR.
 - (5) The parties shall not be liable for a lack of economic success, lost profits, savings that were not realized or indirect damage. Moreover, InBetween shall also not be liable for improper installation by third parties or negative interactions between the service rendered and the Client's existing of future software or hardware. InBetween shall also not be liable for inappropriate or improper use as well as faulty or negligent maintenance by the Client or a third party.
 - (6) The aforementioned exclusions from liability and limits to liability shall not apply where liability is mandatory by law, in particular (i) in cases of liability regardless of culpability, such as in accordance with product liability laws, (ii) in the event of liability for initial inability, (iii) in the event of damage to health and bodily injuries or loss of life.
 - (7) If the parties' liability for damages is excluded or limited, this shall also apply to the personal liability of its representatives, staff, workers, employees, and vicarious agents.
 - (8) Damage claims shall expire after two years calculated based on the point in time as of when the parties become knowledgeable of the damage, and irrespective of this knowledge two years after the damaging event. § 852 BGB (German Civil Code) shall remain unaffected. If negotiations are pending between InBetween and the Client with regard to the damages to be paid, the limitation period shall be suspended until one of the contractual partners has refused to continue with the negotiations.
- (3) In order to allow InBetween to take all of the measures to be performed or to replace the delivery, the Client must provide InBetween with the required information, as well as the necessary time and opportunity. The Client shall have the right to itself commence with remedying the faults or to have such remedied by a third party only in urgent cases of operational safety or if disproportionate harm can otherwise be expected.
 - (4) If the complaint is found to be justified, InBetween shall bear the costs incurred for remedying the damage. Otherwise, the Customer shall be invoiced said costs based on the price list.
 - (5) If a Maintenance or Upkeep Agreement is concluded between the parties, InBetween shall provide all warranty measures after the expiry of the warranty period pursuant to said Maintenance or Upkeep Agreement.

§ 7 Third-Party Rights

- (1) InBetween shall defend the Client against any claims derived from a violation against an industrial property right or a copyright by InBetween with the delivered product (the software in particular) or with the transferred work results, which the Client uses in accordance with the Agreement. InBetween shall assume any costs and damages imposed the Client by the court, provided the Client has notified InBetween immediately of any such claims in writing and InBetween is reserved the responsibility for all defense measures and settlement negotiations.
- (2) If claims have been asserted or can be expected against the Client pursuant to paragraph 1, InBetween may change or replace the products or the work results to an extent reasonable for the Client. If this is not possible or if it is only possible to obtain a right of use at an appropriate expense, where software is concerned, either contractual partner may terminate the license for the software affected without notice. In this case, InBetween shall be liable towards the Client for the damages that arise due to the termination in accordance with Section 5.

§ 8 Miscellaneous

- (1) Any faults in the software delivered, including any supplied manuals and other documents, shall be remedied within the warranty period of 12 months from the date of delivery after the Client has submitted notification thereof accordingly. It shall then be at InBetween's discretion to either subsequently improve the relevant performances twice or to supply new product.
 - (2) The Client agrees immediately after receipt of the agreed upon deliveries and services or upon request by InBetween to check such within a reasonable time, as a rule within 10 days, for correctness and completeness and, where programs have been supplied, to run a test of such and verify the test results. If as a result there are any faults or deviations from the agreed upon scope of performance, the Client agrees to notify InBetween thereof within a reasonable time and in writing and to include examples of the faulty results. InBetween shall make every effort to remedy the faults short-term and to provide the corrected program to the Client, or to describe a reasonable method by which to circumvent the fault.
- (1) InBetween may employ the help of subcontractors and other vicarious agents in order to satisfy its contractual duties toward the Client InBetween shall inform the client in case it uses subcontractors or vicarious agents to perform its obligations. The customer shall have the right to reject subcontractors or vicarious agents used by InBetween in justified cases.
 - (2) The laws of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
 - (3) No ancillary verbal agreements have been made. Any changes or additions to an agreement must be in written form. This also applies to any change to the written form clause.

- (4) Any rights of the Client arising from an agreement may – with the exception of affiliated companies according to § 15 AktG - not be transferred to a third party by the Client by way of an assignment, sublicense or in any other form, unless InBetween has expressly given its approval to do so in writing. This non-assignment clause shall not apply to any of Client's monetary claims, if the relevant agreement represents a commercial transaction within the meaning of Section 354a HGB, or in scenarios otherwise provided in the Special Terms and Conditions.
- (5) Place of performance shall be Stuttgart, Germany. Exclusive legal venue for any disputes arising from or in connection with these General Terms and Conditions, the applicable Special Terms and Conditions, and the separate agreement, in which reference is made to these General Terms and Conditions, shall be Stuttgart.
- (6) If individual provisions in the Agreement between InBetween and the Client, including the General Terms and Conditions or incorporated Special Terms and Conditions should be or become fully or partially ineffective or should there be a loophole in these regulations, this shall not affect the validity of the remaining provisions.

Instead of the ineffective provision, the effective provision shall be deemed to have been agreed upon that is closest in meaning to the purpose of the ineffective provision. In the event of a loophole, the provision shall be deemed to have been agreed upon that is equivalent to what would have been agreed upon according to the purpose of the agreement had the contractual partners considered the matter to begin with.

- (7) Where there are contradictions to the applicable Special Terms and Conditions, the Special Terms and Conditions shall take priority over these General Terms and Conditions.
- (8) Where InBetween performs activities on site at the Client's location, the Client's house rules shall apply, provided InBetween's employees have been made aware of such.
- (9) Both contractual partners agree to observe German and European data protection provisions with regard to the performances that are subject matter of the agreement.
- (10) Both parties shall be bound while providing the performance that is subject matter of the Agreement to treat any information received by the other contractual partner as confidential, insofar as such information is designated as confidential or based on its nature should be considered confidential. This shall not apply to information that other contractual partner was aware of prior to concluding the Agreement, which is freely available in the market, is the current state of technology or any information which is known to third parties without any action taken by the other party.

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