

### § 1 Scope of Services

- (1) Services offered by InBetween Deutschland GmbH (hereinafter referred to as "InBetween") are intended as support services to the Client in relation to InBetween products. The specific scope of the services to be provided can be found in the Maintenance Contract.

### § 2 Process

- (1) Both parties shall appoint a contact responsible for the project.
- (2) The contacts shall coordinate the content and schedule of the services to be provided on a regular basis.
- (3) A detailed schedule shall be prepared. This schedule shall form the basis for controlling the scheduled dates and shall be updated continuously.
- (4) The work shall be performed and any content shall be finetuned in close coordination with the Client.

### § 3 Subcontractors and Employees

- (1) InBetween shall have the right to assign subcontractors with the performance of the services. 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 employees assigned with the provision of the services shall always be subject to the instruction authority of InBetween.

### § 4 Collaboration by the Client

- (1) The Client agrees to support InBetween with regard to the activities it performs. In particular, the Client shall create all prerequisites within its operation facility required for the proper provision of services free of charge and in due time. This shall include, in particular, that the Client (i) provides a sufficient amount of work space and tools for InBetween employees; (ii) provides access to the information that the employees of InBetween need for their work and shall supply it with all required documents in due time; and (iii) makes the computer time, test data, and data-recording capacities available in due time and to a sufficient extent.
- (2) The contact appointed by the Client is responsible for the provision, accuracy and completeness of all information, work documents, and tools that are required in order to provide the services offered. Said contact shall also be responsible for establishing contact with his technical functional

supervisors and for ensuring that the Client's necessary decisions are made and implemented in due time.

- (3) If the Client culpably does not comply with its duty to cooperate or fails to do so in due time or to a sufficient extent, it must reimburse InBetween for the resulting consequences, such as additional expenses or delays and damages that occurred as a result. Any deadlines shall be extended automatically by the time period during which InBetween waits for the collaboration of 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.

### § 5 Compensation

- (1) The amount of compensation shall be based on the Maintenance Contract or, if not governed therein, based on the service charges applicable at the time the Maintenance Contract is concluded. (s. attachment).
- (2) Unless agreed upon otherwise in the Maintenance Contract, the services rendered by InBetween shall be compensated based on time and effort and in accordance with the service charges agreed upon (s. attachment). Those values specified as "estimates" in the Maintenance Contract are non-binding; they represent an assessment of the estimated scope of services made based on best judgment. Should, during the course of rendering the service, InBetween determine that the estimated quantity rates will be exceeded, InBetween shall notify the Client thereof immediately. Until a written approval has been presented by the Client, InBetween shall not exceed the quantity rates that the estimated price is based on, however it shall also not render any services that exceed the estimate.
- (3) InBetween shall have the right to settle its services on a monthly basis.

### § 6 Rights of Use, Publications

- (1) The Client shall receive a single, not including its affiliated companies in accordance with § 15 AktG non-transferable right of use to the work results of the services. The same shall apply to ideas, processes, concepts or any other techniques created during the execution of the services and which flow into the work results.
- (2) If, in an individual case, the Client is granted an exclusive right of use to the work results provided by InBetween on the basis of a special agreement, InBetween shall continue to have the right

to use its own knowledge or the knowledge of its employees and the tools and methods used in the creation of the work results that are intended for re-use in other performance relationships or for the purposes of its business operation.

### **§ 8 Provision of Support Services**

- (1) In return for the maintenance fee agreed upon in the Support Agreement, InBetween Deutschland GmbH shall provide the Client with support services at a reduced hourly rate as defined in the Support Agreement and shall respond to requests from the Client within the response time agreed upon in the Support Agreement. If a time allotment was agreed upon in the Support Agreement, said allotment shall first be used up at no additional charge.
- (2) InBetween Deutschland GmbH shall set up a contact office (service desk) for the Client. This office shall respond to the Client's requests in connection with application problems and technical problems.
- (3) InBetween Deutschland GmbH shall accept requests properly submitted by the Client in accordance with item 5.4 during regular business hours, shall process such in the course of regular business operation, and shall respond to such to the extent possible, providing each request with its own ticket number. Insofar as response times are agreed upon in the Support Agreement, InBetween shall respond during regular business hours within the agreed upon response times.
- (4) The Client shall have the following options to submit requests to the Service Desk:

By completing the online support form at  
<http://www.inbetween.de/support>

To a limited extent by phone by calling  
+49-711-722332-15

Generally, phone requests shall require a Maintenance Agreement. The time required for the support employee to accept and input the request into the ticketing system by phone shall also be invoiced for each commenced quarter of an hour.

Each of the Client's request will be given a ticket number and the Client shall be informed of the ticket number by e-mail. Only then will it be deemed a proper request.

- (5) The Service Desk shall have the choice to respond to questions either by phone, e-mail or by way of an online chat session. In response to the request, the Service Desk may refer the Client to

the existing documentation and other training means.

- (6) Faults or errors shall be classified according to the accompanying error classification document (s. attachment) and shall be treated and fixed accordingly.
- (7) Any of the Client's hardware or software problems, problems in the system environment or third-party applications that are required for the use of InBetween and the additional modules shall likewise not be subject matter of the support services. In particular, this shall include any difficulties with the operating system, the Client's hardware environment, DTP programs, databases, XML data sources, and other software systems from third-party manufacturers. Moreover, system administration, including user administration on the operating system side, hardware problems, application hosting for external providers or network configuration are also not included in the support services.

### **§ 9 Term**

- (1) The Maintenance Contract shall commence as of the date specified therein. If no date is specified therein, the Maintenance Contract shall commence as of the workday following the date of signing by both parties, except as provided in the Maintenance Contract the earliest effective date of ordinary termination is the fifteenth day of the month for the end of the calendar month.
- (2) The Maintenance Contract may be terminated by either contractual partner for important reasons without notice. An important reason shall be at hand in particular if bankruptcy proceedings have been initiated against the other contractual partner or if an application to initiate bankruptcy proceedings has been denied due to insufficiency of assets.

### **§ 10 Additional Provisions**

The General Terms and Conditions of InBetween Deutschland GmbH shall apply in addition to the above.

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