

General Terms and Conditions

of Contract

Dated June 10th, 2011

1. Scope, conclusion of contracts

1.1 The present General Terms and Conditions of Contract ("AGB") apply to all business relationships of cycos AG, Joseph-von-Fraunhofer-Str. 5, D-52477 Alsdorf ("cycos") with enterprises ("Customer(s)") to the extent they involved the following business activities:

- The sale and delivery of hardware and software products, particularly standard software ("Goods"), to the extent that it is provided in a physical or non-physical form, e.g. via electronic means of communication ("online").
- Services, such as the maintenance of servicing of the hardware and software products ("IT-Services").

1.2 The AGB apply as amended an as a master agreement also for future contracts with the same Customer, even if their application is not expressly agreed again.

1.3 The present AGB apply exclusively. Differing, conflicting, or supplementary AGB of the Customer become part of the contract only if and insofar as cycos has explicitly consented to their application. This consent requirement applies in any case, e.g. also if cycos renders services to the Customer without reservations.

1.4 Individual agreements concluded in an individual case with a Customer, including side agreements, supplements, and changes, have priority over these AGB in any case. For the content of such agreements, a written contract or, as the case may be, a written confirmation from cycos is relevant.

1.5 Declarations and notices with legal relevance, which the Customer has to issue to cycos after the contract is concluded, e.g. setting deadlines, reporting defects, declaring rescission and purchase price reduction, as well as contract changes require the written form to be effective; the text form of Section 126b of the German Civil Code (BGB), e.g. e-mail, is not sufficient for this purpose. The above rule applies to any waiver of the written-form requirement accordingly.

1.6 References to the application of statutory provisions are for clarification purposes only. Therefore, the statutory provisions also apply without any such clarification, unless they are directly modified or explicitly excluded in these AGB.

1.7 cycos products delivered under these conditions may not be used in nuclear power plants, other nuclear applications, for means of public transport, or aviation. cycos supplies for these areas of applications only subject to special contractual agreements.

1.8 cycos will provide all services subject to a written offer, which remains binding for sixty (60) days, unless agreed otherwise in writing.

2. Customer's cooperation and assistance duties, data security

2.1 Through the performance of his duties to cooperate, Customer shall contribute to the ability of cycos to begin its performance on time and be able to execute it without obstruction or interruption. In particular, Customer shall provide at his own expense, provided this is required for the execution of performance for the purposes of this Agreement:

- unrestricted access at all times to all of his properties, buildings, substations and rooms, etc.
- available facility documentation, service manuals, operating regulations, building descriptions and floor plans,
- access to hardware and software in the relevant information technology and communication technology facilities,
- administration rights in the scope required for the performance under the terms of contract,
- telephone connections in the public telephone directories in proximity to the equipment, and the technically required transmission facilities,
- electricity, including the required connections to the points of use, heating, general lighting and, to the extent required, air conditioning, ventilation and water, appropriate safety measures to protect against theft, damage and destruction and other negative influences on the material stored by cycos at the work site.

2.2 Customer is himself responsible for regularly saving his programs and data. In addition, he shall save his relevant data in good time prior to all work to be executed by cycos under his instructions or within the scope of remedial performance on his system, provided this can be reasonably expected of him. Upon Customer's request, cycos shall perform the securing of his data for a separate fee to be calculated according to the expense of time and money.

2.3 If the Customer does not fulfill his cooperation and assistance duties properly or not in time, cycos notices the Customer of the delay or, as the case may, be defects after it becomes aware thereof. Furthermore, the contractually agreed periods/deadlines shall be extended, to the extent that these periods/deadlines concern IT-Services, which cannot be provided without the proper or timely cooperation or, as the case may be, assistance. cycos has the right to charge the additional efforts caused by the improper or delayed cooperation or assistance of the Customer, particularly for making own personnel or own equipment available for longer periods of time, in addition at the prices agreed for rendering the IT-Services.

2.4 The application of Sections 642, 643, 645 of the German Civil Code (BGB) remains unaffected. In the case of an early termination of the contract pursuant to Section 643 sentence 2 BGB, cycos has the right to demand part of the remuneration and reimbursement of the expenses included in this remuneration corresponding to the work performed

3. Prices and payment terms

3.1 Unless agreed otherwise in an individual case, the prices stated in the offer from cycos pursuant to Clause 1.8 apply as contractually agreed prices, in each case plus statutory value-added tax. Beyond this, price lists and other advertising materials of cycos are subject to change without notice and non-binding. Installation costs shall only be included if this has been expressly agreed to in writing.

3.2 The remuneration is due immediately and payable within thirty (30) days without deductions after invoicing and delivery of the Goods or, as the case may be, rendering of the IT-Services. The Customer is entitled to set-off and retention rights only with claims that are undisputed or have been established with legally-binding effect.

- 3.3 The Customer is in default upon expiration of the payment period set forth in Clause 2.1 above. The remuneration bears interest at the statutory default interest rate applicable from time to time. The assertion of further damages based on default remains explicitly reserved. In respect to commercial parties, the claim based on the commercial interest after the due date (Section 353 of the German Commercial Code (HGB)) remains unaffected.
- 3.4 The Customer shall reimburse cycos the expenses for necessary travel and any necessary accommodation costs. The following rates and rules shall apply:
- Car: EUR 0.60 per kilometer travelled
 - Expenses: EUR 30.00 Euros per day
 - Accommodation: EUR 90.00 / night
 - Travel time: EUR 40.00 for each commenced half hour
 - Train: 1st class
 - Other costs: as effectively incurred
- 3.5 If it becomes apparent after the conclusion of a contract that the claim for the agreed remuneration is endangered due to the Customer's lack of capability (e.g. because an application for the opening of insolvency proceedings has been filed), cycos has the right to refuse performance and – also after setting a grace period – to rescind the contract in accordance with the statutory provisions (Section 321 of the German Civil Code (BGB)), unless the Customer demonstrates that cycos would have had to be ware of the Customer's lack of capability already before the contract was concluded, if cycos had used the necessary diligence.
- 4. Delivery terms, transfer of risk, product changes**
- 4.1 Unless agreed otherwise, cycos shall reasonably insure the Goods at the Customer's expense against transport risks.
- 4.2 Deliveries shall be EXW (Ex Works cycos) under INCOTERMS 2000. If software products are provided via electronic communication media, e.g. via the Internet, risk passes to the Customer as soon as the software leaves the sphere of influence of cycos influence (e.g. the server upon downloading). In this case, cycos only owes that the software is duly made available for the software download.
- 4.3 cycos reserves the right to make product changes, which do not affect the function and serve product and production improvements.
- 5. Delivery and Delay in Delivery**
- 5.1 cycos has the right to make partial deliveries to a reasonable extent, which may be invoiced separately.
- 5.2 Unless agreed otherwise, Goods are delivered within a period of no more than thirty (30) days after the contract is concluded. Compliance with deadlines for delivery or performance shall be subject to the timely receipt of all of the documents to be delivered by Customer, the required licenses and clearances, including, but not limited to, plans, as well as compliance with the agreed terms of payment and other obligations by Customer. If these requirements are not met in time, the deadlines shall be extended accordingly; this shall not apply if cycos must bear responsibility for the delay. If the non-compliance with deadlines is attributable to acts of God, e.g. mobilization, war, unrest or similar events such as strikes or lock-outs, these deadlines shall be extended by a reasonable period.
- 5.3 If cycos is in default, Customer may demand compensation for each completed week of the default in the amount of 0.5 % of the net value of contract for the portion of goods or services which could not be used in accordance with their intended purpose, but for not more than a maximum of 5 % of the net value of contract for such goods or services, provided he provides plausible evidence that he has incurred a loss as a result. To the extent performance is paid for on a monthly basis or per quarter, the monthly or quarterly payment shall be deemed to be the value of contract within the meaning of the foregoing sentence.
- 5.4 Both the damage compensation claims of Customer for delays in the delivery of goods or services and damage compensation claims in lieu of performance which are in excess of the limits set down in Clause 5.3 shall be excluded in all cases of late delivery of goods or services, even after the expiration of a period of grace which may have been set for cycos. This shall not apply in those cases of willful misconduct, grossly negligent dereliction of duty or of personal injury or death in which liability is mandatory. Customer may only rescind the contract within the scope of the statutory provisions if cycos bears responsibility for the delay in performance.
- 5.5 Customer is obliged to declare within a reasonable period, upon the request of cycos, whether he desires to rescind the contract, continue to insist upon performance because of the delay in the delivery of goods or services and/or which of the claims and rights to which he is entitled he desires to assert.
- 6. Installation**
- 6.1 If commissioned, cycos shall install the Goods to be ready for operation at Customer on the site of installation within the Federal Republic of Germany. The available installation services are set down in the cycos price and product list.
- 6.2 The installation by cycos requires that
- Customer provides and equips a suitable location conforming to the installation instructions of cycos;
 - Customer provides for the internal transport to the site of installation at his own expense;
 - Unpacking and placement are only carried out upon the instructions and under the supervision of cycos;
 - Prior to installation, the Deliverables have not been subjected at Customer's premises to changes, improper handling or unusual strain;
 - All requirements Customer is responsible for have been established, in particular in case of installation of software, all relevant systems are ready for installation.
- Costs for delays or additional work for which Customer bears responsibility shall be charged separately in accordance with the cycos price list in effect at the given time.
- 6.3 Provided nothing to the contrary has been expressly agreed, cycos is not obliged to connect the Deliverables to Customer equipment provided by other manufacturers or to coordinate them with the interfaces of other manufacturers or to test their interoperability with the computer programs of other manufacturers.
- 7. Agreed dates**
- 7.1 If cycos has agreed with Customer upon a date for provision of contractual services or installation work ("Appointment") in writing and Customer cancels such Appointment or is not present on such Appointment, Customer shall pay to cycos without restriction to any further claims of cycos the following cancellation charge:
- If Customer cancels the Appointment at least two (2) weeks before the time of Appointment: none;
 - If Customer cancels the Appointment less than two (2) weeks but at least one (1) week before the time of Appointment: twenty percent (20%) of the contractual service or installation fee including travel expenses; -
 - If Customer cancels the Appointment later than one (1) week before the time of Appointment or is not present on the Appointment: thirty-five percent (35%) of the contractual service or installation fee including travel expenses.
- 7.2 Customer may prove that cycos has not incurred any damages or that the damages incurred by cycos are significantly lower than the aforementioned amounts.

8. Reservation of Title (in the case of hardware products)

- 8.1 Until the full payment of any and all claims resulting from this contractual relationship and all of the other claims against Customer existing at the time of the conclusion of contract, cycos reserves title to the hardware products (hereinafter referred to as the "Reserved Products").
- 8.2 In the event of the breach of obligations by Customer, including, but not limited to, default in payment, cycos shall be entitled to take rescind the contract in accordance with the statutory provisions, demand surrender of possession of the Reserved Products based on the reservation of title, and demand compensation of the incurred loss against evidence. In this case, cycos has the right to realize the Reserved Products and satisfy itself from the proceeds upon application to the unpaid claims against Customer.
- 8.3 Customer may install and transform the Reserved Products within the scope of his properly conducted business transactions. Reserved Products shall be joined, mixed, processed or transformed, however exclusively for cycos, which shall acquire co-ownership to the finished product or the new item in the ratio of the value of the Reserved Product to the value of the fixed product or the new item.
- 8.4 Customer is entitled to resell the Reserved Products and the items to which cycos holds co-ownership in properly conducted business transactions upon the reservation of title. Customer is not allowed to make any other disposals, including, but not limited to, pledges and chattel mortgages.
- 8.5 If third parties take recourse to the Reserved Products, Customer shall advise them of the ownership of cycos and inform cycos without undue delay in writing. Customer shall bear all of the costs of an intervention procedure and other defensive measures relating to such third-party attachments.
- 8.6 Upon Customer's request, cycos shall release security interests to the extent the value of all of the security interests exceeds the total claims to be secured by more than ten (10) %. cycos shall be entitled to select which of the various security interests are to be released.
- 8.7 Provided cycos is entitled to exercise a right to reserve title, Customer shall grant cycos irrevocable and unlimited access to its offices and company grounds for the purpose of collecting the Reserved Products during normal business hours.
- 8.8 If cycos replaces items in order to execute a contract or remedy a defect in materials, title to the returned items shall pass to cycos upon replacement and title to the items delivered in their stead shall pass to Customer upon satisfaction of claims against Customer to which cycos is entitled.

9. Warranty for Hardware Products

- 9.1 cycos warrants that the delivered hardware products have the quality agreed to under the terms of contract at the moment of the passage of risk. Public comments, puffing or advertising by cycos or a third party shall not constitute any representations under the terms of contract regarding the quality of the products. cycos shall not assume any warranty for the ability of the products to be resold or their suitability for a particular use. Defect claims shall not exist in the case of insignificant deviations from the agreed quality, in the case of a merely insignificant impairment of usefulness, in the case of normal wear and tear or damage caused after the passage of risk as a result of faulty or careless handling, excessive use or through outside influences.
- 9.2 In the event of warranty, remedial repair or the delivery of a replacement, both free of charge, shall be carried out as selected by cycos. Should cycos not have remedied defects within a reasonable period of grace which has been set in writing or should the supplementary performance

have failed, Customer may rescind the contract or demand a reasonable reduction of the purchase price.

The statute of limitation for defects in materials shall be twelve (12) months as of the passage of risk pursuant to Clause 4.2. This period shall not apply if the statute prescribes a longer period under Section 438 (1) no. 2 German Civil Code (materials for building structures), Section 479 (1) German Civil Code (claims of recourse) and Section 634a German Civil Code (building defects), in the case of the fraudulent nondisclosure of a defect and in the case of non-compliance with a guarantee of quality. The statutory provisions on the suspension of expiration of the statute of limitations and on the suspension and restart of periods shall remain unaffected. Notices of defects under Section 377, Section 381 (2) German Commercial Code must be given without undue delay in writing.

- 9.3 The measures to remedy defects shall be carried out by cycos at either the Customer or in a cycos repair centre at the election of cycos.
- 9.4 An assignment of liability claims for defects in materials by Customer shall require the prior written authorization by cycos.
- 9.5 There shall be no liability on the part of cycos for defects in materials if the product was improperly installed, maintained, repaired, used, changed or subject to ambient conditions by Customer or a third party which do not conform to the installation requirements of cycos, unless Customer can prove that these circumstances were not the cause of the notified defect. No warranty shall furthermore be given if original technical markings have been altered or removed or if the installation site has been changed without the written consent of cycos.
- 9.6 If the investigation of a notice of defect establishes that the liability for defects in materials on the part of cycos does not exist, the costs of investigation and repair shall each be charged in accordance with the customer service prices and terms of cycos in effect at that time.

10. Warranty for software products

- 10.1 Software products are free of defects if, at the time of the passage of risk, they essentially fulfill the functions and performance features contained in the valid software product description for the relevant software products at the time of the grant of license (passage of risk). cycos shall receive all of the documents and information necessary for remedying software defects. Software defects must be reproducible. There shall be no claims for defects in the case of a merely insignificant deviation from the agreed quality, in the case of an insignificant impairment of use, for damage caused by faulty or careless handling, unsuitable operating materials or due to special outside influences which were not provided for under the terms of contract, as well as in the case of non-reproducible software defects.
- 10.2 In the event of software defects, cycos shall render remedial performance through the provision of an upgrade, of service packs or hotfixes/workarounds as soon as these are available at cycos or can be created with reasonable effort and at a reasonable expense.
- 10.3 In particular, no warranty claim shall exist
- for software copies which were not supplied by cycos or which were not created in compliance with Clause 11 or
 - for software operated on a computer system which does not exhibit the minimum hardware configuration and software features pursuant to the software product description.
- 10.4 Furthermore, the provisions of Clauses 9.5 to 9.6 as well as Clause 9.2. with regard to statutory period of limitation apply mutatis mutandis.

11. Usage rights

- 11.1 Software shall only be provided to Customer for its use (license). Customer shall receive a non-perpetual license under the following terms against a single payment. The software shall be supplied in a machine-readable form. A claim to the delivery of the source code is excluded.
- 11.2 Customer is entitled to a non-exclusive, non-transferable right to use the software provided to him in the country of delivery together with the relevant Deliverable, if any, as agreed to under the terms of contract, or if no agreement has been made, in accordance with the purpose pursued under the terms of contract. The rights of use may depend on the number of users and/or the type and number of licensed services and/or the number of licensed communication channels. The relevant number of licensed users/services/ communication channels of Customer are described in the cycos offer. Where data media contains several software products, Customer may only use the licensed software. The unbundling or repackaging of software for distribution or resale is prohibited.
- 11.3 Provided no other agreement has been made, Customer may only use the software under the terms of contract for his own internal purposes or have it used by third-party service providers.
- 11.4 Customer may only reproduce or alter software or software documentation upon the prior written authorization of cycos. He shall not reverse, develop or reverse translate the software and shall not take out any program parts. He shall neither decompile nor disassemble the software, undertake reverse engineering or otherwise attempt to derive the source code. Provided Customer is allowed to carry out reverse engineering or a decompilation under mandatory law in order to achieve a full functioning or interoperability of the software with other computer programs, cycos must be informed in advance of the nature and scope of the intended actions. Customer shall not remove alphanumeric identifications, trademarks and copyright notices. In the event of a permitted reproduction, Customer shall also reproduce them without change, provide all of the copies with a consecutive number from which the software serial numbers can also be seen and keep records, which cycos may inspect upon request, on the location of the copies. Customer is entitled to install and use the software on an unlimited number of servers within its network, provided the maximum permitted number of users and/or services and/or communication channels is not exceeded.
- 11.5 Upon request of cycos, the Customer is required to provide information in writing without undue delay about the scope of the use of the software and to present suitable evidence according to which the contractually agreed scope of use is not exceeded. cycos furthermore has the right to review at the Customer once each year, whether the latter complies with the contractually agreed scope of use. In order to review this information, the Customer will grant cycos or an auditor authorized by cycos during customary business hours access to his premises and buildings as well as access to the hard and software with administration rights on which the software is installed, to an extent necessary to review the scope of the usage. cycos undertakes to keep all findings about the business, the Customer, which cycos becomes aware of in connection with the review and which is not publicly known, secret.
- 11.6 If a software product is labeled as single workstation software, Customer may use the software on one single data technology workstation. In addition, Customer may install one copy on a file server within his network in order to be able to download and install the software on other computers in his network for up to the number agreed to under the terms of contract, provided the single workstation software enables this kind of installation routine. Any other use of single workstation software in a network is prohibited.
- 11.7 Customer may conduct data security measures in accordance with the state of the art and produce the back-up copies necessary for this purpose. He may make one back-up copy of each software product on one transportable data medium.
- 11.8 cycos shall provide the relevant software descriptions for standard software, e.g. for performance features, special functions, hardware and software requirements, installation requirements, terms of use and operation (specifications). These may also be provided electronically, e.g. on the Internet.
- 11.9 Each supplementary software code (e.g. patch) provided to Customer within the scope of a service or remedial performance shall be deemed to be an element of the software which has been provided and shall be governed by the terms and conditions of this Agreement, provided nothing to the contrary is agreed to in the individual case.
- 11.10 Upon the delivery and installation of upgrades or migration versions of a software, the rights of use to the replaced versions shall expire. Existing copies must either be destroyed by Customer with verification or returned to cycos upon the demand of cycos.
- 11.11 The software is protected under both the copyright laws and the international copyright treaties, as well as by other laws and agreements concerning intellectual property.
- 11.12 Customer shall ensure on a perpetual basis that the software, including the reproductions and documentation, is not disclosed to third parties, even in edited, expanded or changed versions, without the express written authorization of cycos. In the case of a permitted disclosure, Customer agrees to impose the duty to comply with Clause 13 of this Agreement on the third party.
- 11.13 If the software requires activation, Customer shall activate the software within thirty (30) days of its initial installation. To this end, the required information shall be entered by Customer in the manner described in the installation sequence of the software. Following changes to the hardware, it may be necessary to reactivate the software. If the activation does not take place within thirty (30) days of the first installation, the software could be disabled for a further use. Customer has the opportunity, however, of having the software reactivated through the entry of a valid activation code which can be requested from cycos at any time against proof of authorization.
- 11.14 The rights and duties described in this Clause 11 shall apply accordingly for license keys and access codes.
- 11.15 Individual cycos software products, including, but not limited to, open source software, contain components in respect to which third-party rights may exist ("Third-Party Software Components"). These may be subject to the special license terms. The special license terms, which are part of the Agreement, apply to these Third-Party Software Components. By entering into the Agreement, the Customer agrees to the license terms.

12. Infringement of third-party proprietary rights, defects in title

- 15.1 Unless agreed otherwise, cycos is merely obliged to render performance in the country of the place of delivery free of the proprietary rights and copyrights of third parties (hereinafter referred to as "Proprietary Rights"). Provided a third party raises justified claims against Customer because Proprietary Rights have been infringed by delivered products made by cycos and used in accordance with the terms of contract, cycos shall be liable to Customer as follows within the period set down in Clause 9.2:
- 12.1.1 cycos shall at its election and at its expense either acquire a right of use for the relevant delivered products or change them in such manner that the Proprietary Right is no longer infringed or exchange

the delivered products. If this is not possible under reasonable terms, Customer shall be entitled to the statutory of rescission and price reduction rights.

- 12.1.2 The aforesaid obligations on the part of cycos shall only exist if Customer has informed cycos without undue delay of the claims raised by the third party, does not acknowledge an infringement and all rights of defense and any settlement negotiations are reserved for cycos. If Customer ceases to use the goods on the ground of mitigating damages or on other important grounds, he is obliged to advise the third party that the cessation of use is not associated with any acknowledgement of an infringement of Proprietary Rights.
- 12.1.3 Customer claims shall be excluded to the extent he bears responsibility for the infringement of the Proprietary Rights.
- 12.1.4 Customer claims are furthermore excluded if the infringement of Proprietary Rights is caused by special Customer requirements, an application which was not foreseeable for cycos or by the fact that the delivered product was changed by Customer or was used together with products which were not delivered by cycos.
- 12.1.5 In the event of other defects in title, the provisions of Clause 9 shall apply mutatis mutandis.

13. Export / reexport

- 13.1 All deliveries of goods and other services by cycos shall be made subject to the grant of the required export licenses or to the absence of any impediments under the German or other export regulations requiring compliance.
- 13.2 Irrespective of whether Customer has informed cycos of the final destination of the products delivered by cycos and/or the technical data (software and technical information of any kind), it is Customer's own responsibility to procure any necessary licenses from the German Bundesamt für Wirtschaft, the U.S. Department of Trade and other competent government agencies before he exports such products, technical data or systems containing such products and technical data from the country in which the product was delivered under the terms of this Agreement.
- 13.3 Customer is obliged to notify cycos of the final whereabouts of the aforementioned products, technical data or systems.

14. Secrecy; Data Protection

- 14.1 cycos and Customer shall treat all operating and business secrets as well as other information, business matters, and documents of the other party of which they become aware in connection with this Agreement or, as the case may be, fulfillment of the order and which is marked confidential or similar or is obviously of a confidential nature, secret. The secrecy obligation shall not apply to information that is or was generally known or was developed independently from and without using information of another party that is required to be kept secret, or was acquired from third parties, who were not under a secrecy obligation, or was already in the possession of the party without a secrecy obligation.

This duty shall survive the termination of this Agreement. cycos and Customer shall impose an equivalent obligation on their employees affected by this Agreement. cycos is entitled to disclose Information to subcontractors, provided they are obliged under a confidentiality covenant equal to this provision.
- 14.2 cycos will collect, process, and use personal data in the sense of the German Federal Data Protection Act and other relevant data protection provisions only in

accordance with the respective relevant statutory provisions. cycos collects, processes, and uses the data provided by the Customer for purposes of rendering IT-Services by way of an instruction-bound commissioned data protection (Section 11 of the German Federal Data Protection Act ("BDSG") on behalf of the Customer. The Customer retains full control over the data to be collected, processed, and used by cycos on behalf of the Customer. The Customer is "master of the data".

- 14.3 cycos will observe instructions of the Customer, which relate to compliance with the provisions of the BDSG or other applicable data protection law provisions. cycos will collect, process, and use the data received from the Customer exclusively according to the Customer's instruction when performing services.
 - 14.4 To the extent personal data are processed, cycos shall perform this work through employees who have given a pledge to observe the confidentiality of data under Section 5 Federal Data Protection Act and the confidentiality of telecommunications under Section 88 Telecommunications Act. When collaborating with subcontracting firms, cycos bind these firms accordingly under the data protection regulations of this Agreement.
 - 14.5 To the extent personal data are stored or are otherwise processed, cycos shall take the required technical and organizational measures to secure the data against misuse. This duty shall survive the termination of this Agreement. The liability of cycos for data protection violations is excluded to the extent cycos has acted upon the instructions of Customer.
 - 14.6 cycos shall process the received data exclusively for the purposes of rendering performance and shall delete them from the systems at cycos to the extent they are no longer needed.
 - 14.7 cycos is entitled to disclose personal data to subcontractors, provided the disclosure is required for the execution of performance. When transmissions to subcontractors outside of the EU/EEA, cycos shall ensure that a data protection level sufficient to satisfy the data protection regulations of the European Union is in place.
 - 14.8 Customer is responsible for having all of the requirements necessary under statute (e.g. by procuring consent statements or taking into account the rights of codetermination) so that cycos may perform the service agreed to under the terms of contract free of any violation of the law.
 - 14.9 Upon request of the Customer, cycos will enter a separate agreement on commissioned data processing with him.
- ### 15. Test and maintenance materials
- 15.1 Diagnostic software, documentation, equipment and other materials needed by cycos for purpose of installation work, carrying out warranty work or providing services, may be delivered together with the cycos products and shall be stored at Customer's premises upon the request of cycos, but shall remain the sole property of cycos.
 - 15.2 Customer is obliged to ensure that they are stored properly. He may not use or provide access for third parties to the test and maintenance materials without the prior written authorization of cycos.
- ### 16. Liability
- 16.1 Unless these General Terms and Conditions including the provisions below provide otherwise, cycos shall be liable only for its own fault as well as for the fault of its legal representatives, managing employees, and vicarious agents.
 - 16.2 cycos shall be liable for damages – irrespective of the legal reason – only in the case of intent and gross negligence.

cycos shall furthermore also be liable for ordinary negligence,

- (a) in the case of injury to life, body, or health,
- (b) for damage resulting from the breach of a material contractual obligation (obligation, the fulfillment of which makes the proper implementation of the Agreement possible in the first place and on the observation of which the contracting partner regularly relies and may rely, and the violation of which endangers achieving the purpose of the Agreement); in this case, the liability of cycos is, however, limited to the foreseeable, typically arising damage. This limitation of liability does not apply, however, to the extent that cycos has maliciously hidden a defect or has assumed a guarantee for the quality of the performance. The same applies to claims of the customer under the product liability act.

To the extent that cycos is liable pursuant to Clause 16.2 lit. b above only to a limited extent to the foreseeable, typically occurring loss, the liability of cycos shall be limited to EUR 55,000.00 for each damaging event and, irrespective of the number of damaging events, to a maximum of 50% of the respective order amount within a twelve month period. If services are paid for monthly or per quarter, the monthly or, as the case may be, quarterly remuneration is deemed the order amount for purposes of the preceding sentence.

- 16.3 cycos shall be liable for the loss of data only to the extent that the Customer makes a backup in intervals adequate considering the application, at least once every day, in a machine-readable form and thereby ensures that such data can be restored using reasonable efforts. If the Customer does not carry out such data backups, the liability of cycos is limited to the effort that would have been necessary to restore the data from a proper data backup and to the loss, which occurred as a consequence of the loss of current data that would also have been lost, had the data been backed up daily.

17. Code of Conduct for contractors / suppliers

The Customer is obliged to be compliant to all applicable laws. Furthermore, he does not participate actively or passively, directly or indirectly in every kind of bribery, violation of fundamental rights of his employees or child labor. The Customer also takes responsibility for the health and safety of his employees at the working place, insure the compliance to applicable environmental laws as well as advance and claim the compliance of this code at his suppliers as good as possible. If the Customer breaches this code culpably, cycos has the right to withdraw or cancel the contract, irrespective of pretensions. If a termination of the breach is possible, cycos may exercise this right can only after an adequate time period for the termination of such breach has elapsed.

18. Final provisions

- 18.1 The place of business of cycos is place of fulfillment for all deliveries and services.
- 18.2 The laws of the Federal Republic of Germany, excluding the UN Convention on the International Sale of Goods (CISG), shall apply to these General Terms and Conditions and all legal relationships between cycos and the Customer.
- 18.3 Aachen shall be exclusive place of venue for all disputes arising from or in connection with the contractual relationship, unless a different place of venue is required by mandatory law.
- 18.4 Changes and amendments to the General Terms and Conditions require the written form. This also applies to any change of the written-form requirement. The written form requirement is not fulfilled by e-mail. Side

agreements and special agreements require a written confirmation from cycos.

- 18.5 The assignment of rights and claims of the Customer from the respective contractual relationships requires the prior consent of cycos.

- 18.6 cycos may use the company name and brand of the Customer as reference for marketing purposes.