

i-doit Products and services

General terms and conditions

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Version 1.00

This document contains the general terms and conditions for all i-doit products and services offered and is a component of the associated contracts and agreements.

1. synetics services

The details regarding the care and support services result from the respective service descriptions. In addition, the following shall apply:

1.1 Product updates

synetics provides the user product updates of the i-doit software without additional charges in the form of minor releases (every 4 weeks, debugging, improvements) and major releases (every 2-4 months, function enhancements) as soon as they have been developed by synetics and also been made generally accessible to other users. The users themselves are responsible for installing upgrades and updates in a timely manner.

1.2 Support in case faults occur

synetics shall undertake the analysis and correction of documented, reproducible faults of the i-doit software by competent personnel and in accordance with recognised industry standards. Unless deviating determinations have been made, synetics is not responsible for the success in correcting faults and inasmuch also does not assume a guarantee. A "fault" for the purposes of this agreement is each disruption reported by the user which results in the quality or functionality of the i-doit software deviating from the documentation and the respective applicable service description of the licensing agreement and

- which has more than minor repercussions on its usability, or
- if there is corruption or loss of the data which the i-doit software processes or creates.

An occurring disruption is not considered a fault if it cannot be reproduced either by synetics or the user. In this case, the parties will jointly come to an agreement regarding how to proceed.

1.3 Installation support

synetics supports the user in setting up the i-doit software, installing patches, minor and major releases as well as selecting suitable providers for hosting services. General training measures are excluded from the scope of service.

1.4 Hotline

synetics provides the user with a hotline to record and forward disruption reports and requests. The hotline can be accessed by telephone (*Advanced*) or e-mail (*Basic* and *Advanced*). In addition, if it is possible from a technical point of view, synetics will grant online access to the database in which the respective disruption reports are administered (trouble ticket system)

1.5 Development services

Individual developments or program adaptations which are carried out as part of the Codingent must be accepted by the user within four weeks of delivery at the latest. Acceptance is confirmed in a protocol by the user. If the user allows the four-week time period to expire without accepting the program, the delivered software shall be considered accepted on the final date of the stipulated time period. If the software is used in actual operation by the user, the software is also deemed accepted.

Any defects, i.e. deviations from the agreed upon service description, which occur must be sufficiently documented by the user and reported to synetics. If there are major defects which have been reported in writing, meaning that actual operation cannot be started or continued, repeated acceptance is necessary after the defect has been corrected. The user is not authorised to reject the software acceptance due to minor defects.

If it emerges as part of the work that executing the order in accordance with the service description is actually or legally impossible, synetics is obligated to notify the user of this immediately. synetics can refuse to carry out the order if as a result of this notification the user does not modify the service description or create the preconditions so that execution is possible. If execution is impossible as a result of the user's neglect or retroactive modification to the service description by the user, synetics is authorised to withdraw from the order. The costs and expenses accrued by synetics for the work until that point, as well as all costs for disassembly must be reimbursed by the user.

1.6 Information

synetics regularly makes updated product information available for the i-doit software.

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2. Exceptions and restrictions

synetics is not obligated to provide care and support services:

- for i-doit software which the user did not duly purchase and/or did not register with synetics;
- for i-doit software which is older than the latest release version;
- for the updating of user-specific adaptations, modifications and enhancements of the i-doit software which may become necessary following an upgrade or update;
- in case of faults caused by improper modifications or adaptations of the i-doit software;
- for other software produced by synetics or external software, apart from the i-doit software;
- in case of faults caused by improper or unauthorised use of the i-doit software or operating errors unless the operation was carried out in compliance with the documentation;
- in case of any hardware defects;
- in case of faults caused by the software products or systems produced by other manufacturers which the user linked to the i-doit software;
- if the i-doit software is used on hardware and operating system environments other than those listed as authorised in the documentation;
- in the form of on-site service by synetics employees.

synetics is authorised to treat such service as a separate commissioning and to charge it to the user according to the respective valid service rates, in addition to the care and support fees. synetics notifies the user of this payment obligation as soon as synetics becomes aware of the fact that one of the services commissioned by the user falls under Point 2.

3. Obligations to cooperate

3.1 General

The user shall fulfil all of the obligations to cooperate fully and on time which are required to execute the services stipulated in the agreement.

3.2 Fault reporting

In case of a fault report, the user will immediately provide synetics with all documentation, protocols, example outputs and other information relevant to debugging.

3.3 Trainings

The user is obligated to participate in corresponding product trainings regularly, or to acquire the information necessary to use and operate the i-doit software by other means.

3.4 Database analysis

The user shall provide synetics with its i-doit databases for fault analysis. Delivery is the responsibility of the user (*Basic*).

3.5 Remote support

The user establishes for synetics remote access (remote support) to the system on which the i-doit software is installed (*Advanced*).

3.6 Technical contacts

The user may designate a maximum of one (*Basic*) or three (*Advanced*) technical contacts who are responsible for solving user problems on the customer's end. Only these appointed technical contacts are authorised to contact synetics regarding the provision of maintenance and support services. Optional additional contacts should be provided on the order form.

3.7 Contact data of the synetics support

The care and support services are only intended for users and the i-doit software they have licensed. The user may not pass these services on to third parties, nor may they make the services accessible to third parties. The user commits to securing the contact data of synetics support effectively from unauthorised access or unauthorised transmission. This contact data may only be made available to the user's technical contacts.

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4. Granting of rights

The granting of rights of the i-doit pro version licensing agreement applies accordingly to all patches, minor releases and major releases which are provided to the user in accordance with the provisions from the service descriptions.

5. Service description

The service description of the i-doit software (including the quality guarantees) applies accordingly to all patches, minor releases and major releases in accordance with the provisions of the licensing agreement.

6. Penalties

If there is a breach of the service level as part of the *Full Protection* care option, synetics is liable to pay the following penalties:

Reaction time: 15% of the monthly portion of the care fee per hour exceeded.

Debugging: 20% of the monthly portion of the care fee per day exceeded.

Service level for support services:

Reaction time: 15% of the monthly portion of the care fee per hour exceeded.

The total of the penalties per month may not exceed 50% of the monthly portion of the annual fee, or with regard to the contractual year, the total of the penalties may not exceed 20% of the total annual fee. This applies separately to care and/or support services.

7. Remuneration

7.1 Support & care

The annual support and care fees are due and payable in advance as a total for one contractual year.

7.2 Codingent

The flat fees for time packages are due and payable in advance. There is no time limit to exhaust the time package; the package is available to the user for an unlimited period of time.

7.3 Other products

The prepayment of contractual agreements with a respective term of one year as the method of payment also applies to subscription, academy and upgrade protection.

7.4. Expense-related remuneration

All other synetics services are compensated according to the service rates on the current price list.

7.5 Taxes

All fees are quoted as net prices and are to be paid plus the statutory value-added tax.

8. Extraordinary termination

8.1 Termination for good cause

The right of each party to terminate the agreement for good cause shall remain unaffected. synetics is particularly entitled to the extraordinary termination of this agreement without adhering to a deadline if the user has fallen into arrears with the payment of the compensations due for an amount which corresponds to the amount of support and care fees for two months.

8.2 Reinstatement

If the support agreement is terminated by the user and the user subsequently requests care and support services from synetics, synetics is authorised to resume the contractual services at its own discretion, however only if the user first pays to synetics the annual care and support fee valid at the time of reinstatement plus a reinstatement fee. The reinstatement fee is calculated based on the number of years or the part of (a) year(s) in which the user was not contractually entitled to receive care and support services, multiplied by the annual care and support fee for the i-doit software valid at the time of reinstatement.

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9. Rights of third parties

If the rights of third parties are violated by the use of the updates and upgrades in accordance with the agreement, and if third parties assert claims against the user due to such violations, then at its discretion, synetics shall choose to either

- obtain the right to use the software for the user or
- re-engineer the software in such a way that it no longer violates the rights of third parties and at the least has the features agreed upon in the agreement.

9.1 Exemption

If the claim of the third party is not based on modifications to the software made by the user or the combination of the software with software not supplied by synetics, at its discretion, synetics shall either defend the user or exempt and indemnify the user from damages directly resulting from a claim of this type and asserted against the user, in line with the liability restrictions in Point 10. The obligation to pay compensation is excluded if synetics proves that it is not at fault for violating the rights of the third parties.

9.2 Procedure

If third parties assert property rights against the user, the user shall immediately notify synetics accordingly in writing. The user is only authorised to take actions, specifically take legal action to defend itself against the claims or satisfy the legal claims of the third party under reserve, if synetics informs the user that it will not defend the user against the claim.

9.3. Limitation period

The limitation period for claims based on the violation of third-party rights is within 12 months of the delivery of the minor or major release.

10. Liability

The contracting parties shall bear liability for all damage resulting in connection with this agreement, irrespective of the factual or legal reason, only in accordance with the following regulations:

10.1 Unlimited liability

The contracting parties shall bear unlimited liability in accordance with statutory regulations in case of intent or gross negligence, claims under the German Product Liability Act as well as loss of life, bodily injury or damage to the health of a person.

10.2 Limited liability

Moreover, liability of the contracting partner is limited to the amount which corresponds to 50% of the agreed upon compensation per contractual year according to this agreement. This liability limitation also applies in case of data loss and a decrease in the quality of data.

11. Data protection, data security

synetics may have access to the personal data of the user as part of maintenance and support services. In accordance with Article 11 of the German Federal Data Protection Act (BDSG), synetics is obligated to follow the instructions of the user when handling and using personal data. The instructions must be in writing. The user is responsible for the reliability of the data collection, processing and use as well as for the protection of the rights of the parties concerned.

11.1 Authorisations

synetics may only give access rights to the data which it has been provided to its own employees to the extent necessary for their respective roles. If a synetics employee leaves the company or if there is a change in the employee's role with the consequence that the employee no longer requires access to the user's data, the access rights of this employee must be rescinded immediately.

11.2 Copies; records

synetics commits not to make any copies or other records of the personal data which it was given for processing or provided, nor shall synetics forward the data to third parties or tolerate third parties making copies. Copies and other records which are absolutely necessary as part of proper data processing are excluded.

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11.3 Improper use of the data

Beyond the instructions, synetics may not use data which it was given for processing or use for its own purposes or the purposes of third parties, nor may synetics make it possible for third parties to access such data.

11.4 Requests from concerned parties

If, due to valid data protection legal provisions, the user is obligated to give an individual information regarding the collection, processing or use of the data pertinent to that person, synetics shall support the user in providing this information.

11.5 Data security

synetics commits to using the latest technology to safeguard all information and data of the user and its employees immediately and effectively against unauthorised access, modification, destruction or loss, illicit transmission and other misuse.

11.6 Obligation to maintain data confidentiality

synetics is obligated to use only employees and subcontractors who are obligated to maintain data confidentiality.

12. Confidentiality

12.1 Scope

The contracting parties are obligated to handle this agreement confidentially, as well as the information made accessible to them by the respective counterpart as part of this agreement and knowledge of the other contractual party, which it has the opportunity to acquire as part of this cooperation by technical, commercial or organisational means. The parties are also obligated not to utilise, use or make this information accessible to third parties during the term of the agreement or after the termination of the agreement without the prior written consent of the party concerned. Giving the information to third parties who are subject to a statutory obligation to maintain confidentiality does not require consent. Giving the information to employees who require it for their work in carrying out contractual services also does not require consent. However, the contractual parties shall ensure that such employees are bound to suitable confidentiality obligations. Utilising this information is solely limited to use for executing this agreement. Each party shall inform the other party immediately if it becomes aware of any unauthorised disclosures or a possible loss of confidential information.

12.2 Boundaries

This obligation does not apply to information which

- the other party has demonstrably legally obtained or will legally obtain from third parties,
- was already generally known when this agreement was concluded or which subsequently became generally known without violating this obligation to maintain confidentiality.
- was previously already available to the party which receives this information, or
- was already developed by the party which receives this information independently of its communication.

12.3 Restriction of the granting of rights

No rights of ownership, licensing or use or any other rights are granted by this Point 12 or by the mutual communication of information, regardless of whether there are existing property rights for it or not.

12.4 Disclosure requirements

The disclosure ban in accordance with Point 12.1 above does not apply if the contractual partners are obligated to disclose the information by judicial or official orders. However, in this case, the party which is obligated to disclose the information must notify the other party of the disclosure of the information in advance so that the other party has the opportunity to defend itself against a disclosure of this type and prevent or restrict it. The party which is obligated to disclose the information will campaign the authorities requiring the disclosure to the best of its abilities to handle all confidential information which must be disclosed confidentially.

12.5 Duration of the obligation to maintain confidentiality

The obligations to maintain confidentiality made in this agreement shall also persist for a period of three years following the end of this agreement. With regards to the protection of personal data, the obligation to maintain confidentiality shall persist for an unlimited period of time.

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12.6 Restriction of the data protection legal provisions

The provisions regarding data protection and data security according to Point 11 of this agreement shall remain unaffected.