

Terms and Conditions for Consultancy Services

1. Consultancy Services

- 1.1 Vector shall perform consultancy services as specified in writing in accordance with the current state of the art.
- 1.2 The customer shall support Vector to the extent required, in particular provide all required information.

2. Cooperation

- 2.1 Vector shall name a consultant, the customer a representative. Both shall promptly make all decisions on their authority or provide all authorizations required without delay. The consultant shall record all decisions in writing. The representative shall provide all required information. Vector shall contact the representative as necessary to ensure the proper performance of the mutual obligations.
- 2.2 The services shall be performed at the customer's location if necessary, otherwise at Vector's location. In the first case, the customer shall provide Vector's employees with adequate working conditions.

3. Rights of Use

- 3.1 All rights in the documents and work results arising from the services shall accrue to the customer.
- 3.2 Vector shall not be restricted to use the gained know-how and to render similar consultancy services for other customers of Vector, provided Vector complies with Section 6.

4. Charges and Payments

- 4.1 If it is agreed to remunerate Vector on the basis of time consumed, working time, traveling expenses and incidental expenses shall be paid in accordance with Vector's price list valid at the time. Vector may submit invoices on a monthly basis. Persons engaged by Vector shall fill out detailed time sheets which Vector shall hand over monthly to the customer if requested. The customer may audit these sheets at any time.

Travel expenses and travel time shall be reimbursed separately even if a fixed price is agreed on.

- 4.2 Payments shall be due within 30 days after invoicing.
- 4.3 Duties, taxes and levies including V.A.T. – if applicable – shall be paid by the customer on all prices.

5. Vector's Liability

- 5.1 Vector – including any person engaged in performing any obligation under this contract – shall be liable for damages under any claim based on normal negligence only if Vector breaches a basic obligation of the contract which jeopardizes the contract goal (cardinal obligation). In this event, Vector's liability shall be restricted to € 100,000.00 or the contract value, whichever amount is higher. The customer may claim a higher maximum, but Vector may then require a surcharge for the aggravated risk.
- 5.2 The restrictions shall not apply to the extent the damages are covered under Vector's business liability insurance and the insurance company has paid Vector. Vector agrees to maintain the insurance coverage in effect at the time of the execution of the contract.
- 5.3 Claims for bodily injuries shall remain unaffected.

6. Confidentiality

- 6.1 Vector shall keep the customer's trade and business secrets confidential as well as all other information designated in writing as confidential. Vector shall have no obligation with respect to information that is already in its possession, is independently developed or becomes publicly known through no wrongful act of Vector.
- 6.2 Vector is not obliged to keep confidential any ideas, concepts, know-how or techniques related to hard- and/or software services.
- 6.3 Vector shall oblige its employees to adhere to the confidentiality obligations.
- 6.4 Vector may enter the customer's name into Vector's list of customers, together with a short description of Vector's performances. All other references that the customer is Vector's customer are subject to the customer's prior approval.

7. Miscellaneous

- 7.1 The contract shall constitute the entire agreement between the parties and shall not be altered, amended or cancelled, except in writing and with the consent and signature of all parties concerned.
- 7.2 The contract shall conform with and be governed by the laws of the Federal Republic of Germany without regard to its choice of law rules and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Exclusive venue shall be Vector's main place of business.