

**Specific Terms and Conditions for Work
Performance
(STC Work Performance)**

§ 1 General

1.1 This STC Work Performance shall apply in addition to the REALTECH General Terms and Conditions for the Provision of Consulting Services (GTC Consulting) constituting a work performance, i.e. aiming at achieving a certain result (Werkleistung), by REALTECH AG (hereinafter individually and collectively referred to as REALTECH).

1.2. The type and scope of the Services and the delivery dates and remuneration shall be specified in detail in individual contracts in which reference is made to this STC Work Performance. The individual contract including its exhibits and provisions in other customer-specific contract documents (e.g., in quotations submitted by REALTECH) shall prevail over the STC Work Performance; the STC Work Performance shall prevail over the GTC Consulting. In the event that more than one STC document applies to a contract at the same time, the more specific provisions shall prevail over the more general provisions.

1.3. General Terms and Conditions of Customer do not apply, including all cases where REALTECH provides Services without objecting to them.

§ 2 Provision of Services

2.1 Generally, REALTECH shall provide Services under a contract for work based on a specification provided by Customer and confirmed by REALTECH in writing. In the absence of a deviating agreement, the specification contains the conclusive description of the requirements and expectations of Customer. The specification confirmed by REALTECH will be attached to the individual contract and becomes an integral part of it.

2.2. Upon Customer's request, REALTECH shall draft the specification on its own, for separate remuneration and with Customer's assistance, or assist Customer with the drafting of the specification. Customer shall check the specification that has been jointly drafted by the parties or solely by REALTECH whether the scope of Services described therein fully and correctly reflects its requirements and expectations. In the event that Customer detects defects, gaps or contradictions while checking the specification, it shall promptly notify REALTECH hereof and REALTECH shall amend and/or rectify the specification accordingly; otherwise Customer shall declare acceptance of the specification in writing. The specification is deemed to have been accepted in the event that Customer fails to object to it by written notice to REALTECH within two (2) weeks from its receipt.

2.3. Upon REALTECH's confirmation of the specification drafted by Customer or upon Customer's acceptance of the specification drafted by REALTECH, respectively, this specification shall constitute the binding and conclusive basis for the provision of the Services and supersedes any other existing service descriptions. In the event that Customer requests changes with regard to the conception or content of the Services following the confirmation and/or acceptance

of the specification, this shall be deemed a change request subject to § 5.

2.4. The estimated course and schedule of the project, the individual project phases and the milestones and the remuneration and their due dates will be recorded in a project plan. The delivery dates and periods are not binding, unless they are referred to as binding in the project plan. Binding milestone dates shall be explicitly referred to as such. They will be postponed or extended by such period during which REALTECH waits for pre-requisite contributions or the cooperation of Customer or is prevented from performance with no fault on its part – e.g., by labor unrest, natural disasters, force majeure and other contingencies – and by a reasonable period to resume the Services following the end of the impediment or impairment. When a milestone has been reached, Customer shall inspect and accept the project state upon a corresponding request submitted by REALTECH.

2.5. The scope and quality of the Services are exclusively governed by the individual contract and by the documents that were confirmed by REALTECH to be binding (in particular, the specification). Additional requirements of Customer need to be confirmed by REALTECH in advance in writing.

§ 3 Software Development

3.1. REALTECH reserves any copyrights and other proprietary rights in and to the software developed and in and to any other customerspecific work results (planning, design and concept documents, documentation, etc.), including all cases where software (e.g., customer-specific adaptations or enhancements) is developed on the basis of the specifications of Customer and/ or with its cooperation.

3.2. In the absence of a deviating agreement, Customer will be provided with the software exclusively in object code form together with adequate documentation in German or English language. Development documentation will only be created and provided to Customer under a separate agreement and for separate remuneration.

3.3. In the absence of a deviating agreement in the individual contract and upon payment of the agreed remuneration Customer will be granted the non-exclusive rights to use the software set forth in the GTC Software, if this document should not form part of the contract alternatively the rights set forth in § 8 of the GTC Consulting, that allow the use of the software for the internal purposes of Customer to the extent contractually agreed or intended.

§ 4 Project Organisation

4.1. The parties shall designate a contact person as their project manager in the individual contract (and his/her alternate) who will be responsible for the project and the contract performance. The parties shall replace their project managers and their alternates only for important reasons and shall promptly notify the other party of this fact.

4.2. The project managers and their respective alternates are authorised to make any decisions that are relevant to the project and to make statements, in particular, to notify the other party of defects and to

declare acceptance. The responsibilities of Customer's project manager shall also include the integration and coordination of any of Customer's business departments involved in the provision of Services and of any external service providers retained by Customer, in particular, with regard to the timely, due and full compliance with Customer's cooperation duty.

4.3. The project managers designated by the parties, together with one representative of the management of either party, will form the Steering Committee. Upon request of either party, the Steering Committee will meet and make material decisions concerning the project approach.

4.4. The parties shall hold project meetings at regular intervals. In the event that REALTECH drafts minutes of the project meetings at project manager level and/or of the Steering Committee this document will be binding on either party when REALTECH provides it to Customer and Customer fails to object within one (1) week of its receipt in writing including a statement of reasons.

§ 5 Change Requests

5.1. Either Party may propose modifications and extensions to the agreed Services in writing at any time (Change Request). REALTECH may refuse the execution of a change request if the modifications and extensions are not feasible or if REALTECH cannot be reasonably expected to perform in view of its operational capacity or capacity planning. The provision of the Services described in the individual contract and/or the specification shall always take precedence over the execution of a change request.

5.2. In the event of a change request, Customer shall initially commission REALTECH with analysing the required modifications or extensions and their consequences on the mutual contractual obligations. REALTECH shall determine the consequences on the agreed scope of Services and, if applicable, the necessary modifications of the specification, the project plan and the remuneration and shall document them in a supplementary quotation.

5.3. REALTECH may claim a reasonable additional remuneration on a time and material basis for the necessary validation of a change request submitted by Customer and for the preparation of a corresponding supplementary quotation. REALTECH shall advise Customer of the necessity for validation and the costs that may be incurred due to this validation. This provision shall apply accordingly, if REALTECH proposes a change request and if the parties mutually agree on its validation by REALTECH.

5.4. Modifications of the agreed scope of Services, the specification, the project plan and other contract amendments shall be agreed upon in writing in the form of an amendment to the individual contract. In the event that the parties fail to agree on the contract amendment based on the supplementary quotation submitted by REALTECH within two (2) weeks from the date of its receipt, REALTECH shall continue to perform the contract without taking the change request into consideration.

5.5. Unless otherwise provided in the contract amendment, the agreed performance periods shall be

extended by the number of calendar days during which the project work had to be suspended due to the change request, plus a reasonable period to resume the contract performance.

§ 6 Acceptance

6.1. Upon completion of the agreed Services, REALTECH shall provide the work results to Customer for acceptance testing and shall notify Customer of their readiness for acceptance. Customer shall perform the acceptance procedure within two (2) weeks and declare acceptance, unless a defect occurs during the acceptance test that prevents the acceptance. During the acceptance test, the parties shall jointly draft a protocol recording the test cases, the functionality tests performed, and the defects detected, if any.

6.2. Acceptance will only be prevented or a discontinuation of the acceptance test will only be justified, respectively, if there are defects in the work results that preclude or significantly restrict their use. If possible, defects that prevent the acceptance shall be rectified by REALTECH during the acceptance test, in all other cases during a reasonable period after the acceptance test. Following the rectification of any defects preventing acceptance, REALTECH shall provide Customer with another notice regarding the readiness for acceptance. Customer shall carry out another acceptance test within one (1) week. Any defects that remain unresolved shall be rectified after acceptance by way of subsequent performance (or as part of the support services).

6.3. Upon request of REALTECH, those parts of the Services that may be treated as independent components (in particular, milestones) shall be tested and accepted by Customer in accordance with the above provisions, to the extent that the corresponding work results are suitable for an acceptance test. By way of such partial acceptance, Customer declares its consent with the corresponding part of the Services. Thus, any partial acceptance serves as an acceptance within the meaning of § 640 of the German Civil Code (BGB). During subsequent partial acceptance tests, only such parts of the Services that have not been tested and accepted by that date shall be inspected, as well as the interoperability of these parts with the work results that had been tested and accepted at an earlier date. Those parts of the Services for which partial acceptance has already been declared shall remain unaffected by the results of subsequent acceptance tests and the final acceptance procedure.

6.4. Acceptance or partial acceptance is also deemed to have been declared when Customer expresses its approval of the Services or any part thereof in any other manner, e.g., by starting the use of the Services in a productive environment, by due payment of the agreed remuneration, or if Customer does not notify REALTECH of any defects preventing acceptance within two (2) weeks after notification regarding the readiness for acceptance from REALTECH.

6.5. The parties may set forth deviating provisions in the individual contract. Customer is by no means authorized to use the work results provided in its production operations until acceptance has been declared.

§ 7 Claims based on Defects

7.1. Customer shall promptly notify REALTECH in writing of any recognisable defects in a comprehensible form together with any information that may be useful for the rectification of the defect.

7.2. REALTECH ensures that any work results provided to Customer meet the requirements set out in the specification (taking into consideration any change requests, if any). In the event that REALTECH provides Services in accordance with Customer's requirements and specifications or integrates third-party components or Customer's in-house developments into its own developments or into the existing systems of Customer upon Customer's request, REALTECH does not assume any responsibility for the technical and legal characteristics of these third-party or Customer's components and the consequences of its compliance with Customer's requirements.

7.3. Any impairment of a function resulting for instance from mal-operation of the work results by Customer, from Customer's system environment or any other reasons for which Customer is responsible, shall not be deemed a defect. Furthermore, REALTECH shall be released from its warranty obligations if Customer has modified the work results or used them in violation of the contract, unless Customer is able to show that the defect is not related to these circumstances.

7.4. In the event of a defect, REALTECH shall discharge its warranty obligations by subsequent performance, in its own discretion, either by shipment of a work result that is free from defects or by rectifying the defect. The defect may also be rectified by REALTECH initially by presenting to Customer a reasonable workaround that avoids or circumvents the effects of the defect.

7.5. In the event that subsequent performance finally fails (no less than two (2) attempts for each notified defect), Customer may either rescind the contract or reduce the remuneration. In view of the complexity of the Services, more than two (2) attempts of subsequent performance may be reasonable and Customer may be expected to accept them. In the event of only a slight deviation of the work results from the contractually agreed quality Customer has no right to rescind the contract. REALTECH shall be liable for compensation of damages and reimbursement of wasted expenditures based on a defect in accordance with the limits set forth in § 7 of the GTC Consulting.

7.6. In the event that REALTECH performs services in connection with the trouble shooting or rectification of alleged defects without being obligated to do so, it may claim a separate remuneration from Customer on a time and material basis. In particular, this shall apply if a defect reported by Customer cannot be reproduced or if it cannot be attributed to REALTECH. There is no claim to additional remuneration, if Customer was unable to recognize that the defect was not related to the REALTECH Services.

7.7. Customer's claims based on defects will come under the statute of limitations within one (1) year from acceptance of the work results concerned. This shall not apply if REALTECH has intentionally caused the defect or in a grossly negligent manner or has maliciously concealed it.