

## General Terms and Conditions (GTC-D) of "inet"-logistics GmbH

### 1. Preamble

1.1 Subsequent General Terms and Conditions (GTC) shall govern the legal relationship between "inet"-logistics GmbH Oberursel and the client within the framework of the *Service-Contract* agreed upon. General Terms and Conditions of the client which run counter or deviate from the GTCs laid out herein do not apply, even in the case where "inet"-logistics does not expressly refute them.

1.2 "inet"-logistics is entitled to change or complement these GTCs. If the client does not challenge the changed terms in writing within a 4-week period following receipt of the notice of change, the new, changed GTCs will become effective also for existing contracts. If the client submits a challenge by this due date, "inet" logistics is entitled to terminate its contract with the client from the time the changes would have become effective.

### 2. Conclusion and Termination of Contracts

2.1 Any services to be rendered by "inet"-logistics are exclusively governed by the *Service Contract*. "inet"-logistics is only required to perform those services to the extent that it has received and accepted a pertinent order. At the same time, "inet"-logistics implicitly enters into a contract agreement if it performs related actions for the completion of such contract.

2.2 Contracts will enter into force on the day of signing. They extend for an unlimited period of time, unless otherwise expressly stipulated in the contract. Any addition to and extension of the contract shall enter into force on the day of signing.

2.3 Regular termination of a contract may be done through registered letter observing a six-month (6) deadline at the end of the month by either party to the contract. The date shown on the postal stamp confirming receipt determines whether the deadline has been met. Extraordinary termination of contract is possible for either party to the contract at any time in single, well founded cases (e.g. unacceptability, continued delay of payment), following written notification, observing a one (1)-month deadline at the end of each month. The responsible party has to compensate the other party for the damage resulting from such termination.

2.4 Both parties to the contract are entitled at any time, and without observation of any deadline, to withdraw from the contract, if insolvency or composition proceedings with regard to the assets of one of the two parties have been initiated, or if initiation of insolvency proceedings has been rejected due to lack of assets.

### 3. Impairment of Services due

If "inet"-logistics has to delay a promised service for reasons outside its scope of responsibilities, "inet"-logistics may ask for an appropriate extension of due date to perform this service. Any costs which "inet"-logistics may incur shall be compensated by its client.

### 4. Prices and Terms of Payment

4.1 Calculation of any costs and fees shall be exclusively governed by the concluded *Service Contract*. One-time charges are fixed prices. Periodically clearable charges and charges which get calculated on a time and material basis, may be changed by "inet"-logistics. These changes have to be submitted in writing and are subject to a term of three months. Changes come into effect on the first day of the clearing period which either commences on the effective date which is stated in the written notification or later.

4.2 Project costs will be charged to the client by "inet"-logistics in two segments. The first segment is due when the contract is awarded, the remaining half shall be due following the go live. Invoicing of partial services rendered is possible. "inet"-logistics may also do monthly billing. If there is evidence that facts provided by the client and which are essential for "inet"-logistics' pricing policy have been incorrect or incomplete, or should those facts subsequently change substantially, "inet"-logistics is entitled to adequate adjustment of prices.

4.3 Licence fees will be charged to the client by "inet"-logistics in two segments. The first segment is due when the contract is awarded, the remaining half shall be due following the go live.

4.4 The client shall be billed monthly for any transaction fees by "inet"-logistics at the beginning of each subsequent month.

4.5 Period of payment for costs and fees shall be ten (10) days. All costs and fees are quoted net. Invoiced amounts are due non-cash and without deductions. The client must examine invoices regularly. Any disputes have to be submitted in writing to "inet"-logistics immediately, no later than four weeks after receipt thereof. In case of delay of payment, interest shall be levied in the amount of 8% above the prime rate of the European Central Bank.

4.6 The client is not entitled to withhold payments. He/she may only counterbalance with those demands which have been assessed non-appealable by law or which are recognized by "inet"-logistics.

4.7 All tax obligations which are a result of the contractual relationship or of the activities of "inet"-logistics related to the fulfilment of the contract with the exception of income taxes shall be paid by the client. In case that "inet"-logistics may be called upon for such taxes the client shall indemnify and hold "inet"-logistics free and harmless from any claims.

### 5. Physical Logistics

Any issues pertaining to physical logistics shall be addressed, decided and invoiced directly between the forwarding party and the logistics service provider according to the agreements made.

### 6. Main Contract Duties

6.1 The client is obliged

- a) to refrain from providing any politically extreme, religiously fanatic, pornographic content on the platform of "inet"-logistics, and from any content not in compliance with a free and democratic value system;
- b) to observe pertinent stipulations from criminal and ancillary law, stipulations extending to rights of property, rights of labelling, and pertaining to competition law, as well as to observe respective regulations in private law.
- c) to always treat as confidential access data, consisting of user identification and password;
- d) to pay respective additional costs upon receipt of billing, in all cases pertaining to those contract goods subject to limitation of data transfer as well as of saving capacities (archiving), if the available capacities have been exceeded.

6.2 If the client violates one of the obligations listed under Section 6.1., he/she is obliged to refrain from further violation, to compensate "inet"-logistics for damages incurred by it, and to ensure that "inet"-logistics remains free and outside of any claims for damages and compensation by a third party, which are a result of the violation. This includes costs for necessary legal action. Other rights of "inet"-logistics, in particular the right to block contents and access of the client to the logistics-server®, as well as extraordinary termination of contract, shall not be affected herewith.

### 7. logistics-server®

7.1 As eLogistics-ASP, "inet"-logistics provides the client with functional, inalienable and non-exclusive user rights to the logistics-server® within the framework of the agreed-upon *Service-Contract*. This does not affect right to the operative use of the logistics-server®, which remains the exclusive right of "inet"-logistics.

7.2 All rights to the logistics-server® as well as to project-related expansion (such as interfaces and compilers), data bank design, the graphics composition, or any other software developments, entirely extend to "inet"-logistics alone. In particular, the client is obliged to

- a) not interfere on his/her own, or through a third party not authorized by "inet"-logistics, or to allow such interference, in programs, software components or data, or to pass them on or multiply them;
- b) immediately provide to "inet"-logistics any software, including all copies, relevant programs and documentation, user handbook, data sources and any other documents, which have been left over as a result of a reversed transaction or termination of contract, or to delete the material if it is on a hard disk. The client must confirm in writing to "inet"-logistics that no additional copies exist.

## 8. Acceptance of Services

### 8.1 Implementation

"inet"-logistics shall inform the client in writing after the completion of the agreed-upon services about its readiness for the acceptance of services. Immediately after the handing over the client has to subject the delivered services to an examination with regard to their functioning and completeness. From this day onwards the client is obliged to carry out the acceptance of delivery or to reprimand faults and imperfections within twenty (20) working days. The acceptance of delivery shall be documented by "inet"-logistics and the client in an acceptance protocol, which shall be signed by both parties to the contract. Deviating therefrom, the acceptance shall be effected after the above-mentioned period if there are no faults or imperfections (c.f. 8.2.) that prevent the acceptance.

### 8.2 Liability for Faults

Faults and imperfections that were detected at the acceptance of delivery shall be remedied by "inet"-logistics as soon as possible. Faults and imperfections that impair the delivered services only slightly and that are not reprimanded, do not prevent the acceptance of delivery, regardless of the fact that "inet"-logistics is obliged to remedy these faults and imperfections.

After the removal of faults and imperfections which were reprimanded the acceptance of delivery has to be performed once more.

## 9. Guarantee

9.1 With regard to all goods and services sold under contract, "inet" logistics guarantees to meet agreed service objectives and ensures that they correspond to the agreed service volume (*integration specification*). "inet"-logistics will remove any faults and imperfections communicated in writing by the client. Should such faults and imperfections not be remedied within an appropriate period, the client may, with regard to these defects, discretionarily demand to lower the relevant price or, should the value or operation of the goods or services be substantially lowered, demand annulment of the contract.

9.2 Guarantee lasts for twenty-four (24) months.

9.3 In case of services, there is no claim to guarantee.

9.4 Authority to use the logistics-server© shall be governed by guarantee stipulations laid out in rental law. "inet"-logistics will not provide any guarantee rights beyond that. In particular, any such guarantee does not apply to advertising statements or any additional guarantees.

## 10. Indemnity

10.1 "inet"-logistics shall only be liable in the event of premeditation or grave negligence, as well as in cases where legal parameters strictly imply such liability. Liability for damages shall be limited to the amount of the total contract volume.

10.2 Compensation for follow-up and asset damages, as well as for missed savings or gains, loss of interest, loss of data (c.f. 10.5) and for damages resulting from third-party claims, shall be excluded to the extent applicable by law.

10.3 Any liability for misuse resulting from unauthorized use of user identification and password on the part of the client shall be excluded, to the extent that this was committed by the client.

10.4 Any assumption of liability on the part of "inet"-logistics in the area of physical logistics shall be principally excluded.

10.5 "inet"-logistics will regularly save data of the client according to the stipulations of the SLA (Service Level Agreement). In case of loss of client data, "inet"-logistics is liable only for that portion of work necessary for the reconstruction of these data.

## 11. Concession of Claims

Whenever an action is performed with the involvement of a third party, such as a data processing enterprise, and if the client has been informed thereof, any resulting guarantee and liability claims vis-à-vis the third party shall be deemed as conceded to the client, in conformity with the law and stipulations governing third parties.

## 12. Confidentiality and Data Protection

12.1 Both parties to the contract agree to confidentiality for the period of contract proposal and implementation, and beyond conclusion of the contract.

12.2 There shall be no obligation of confidentiality by the parties to the contract with regard to information that

- a) was public at the time it was received;
- b) became public without culpable interference on the part of the other contract partner;
- c) was already known to the other contract partner, or
- d) was received by a third party who had no obligation of confidentiality with regard to this information.

12.3 Any information obtained by the parties to the contract (specifically any data, source codes, technical documentation, programs, etc.) and any relevant procedures shall be handled strictly confidentially. Specifically,

- a) any materials mutually provided shall not be passed on to unauthorised third parties or made accessible to them;
- b) mutually provided or obtained information, data, documents shall be used exclusively for the purpose of the implementation of the contract; they may be passed on to staff only to the extent necessary for them to fulfil their duties in this context;
- c) any mutually provided documents shall be returned without delay to the other party to the contract following termination of the contract, or shall be destroyed, provided no justified interests to the contrary exist. This obligation extends in particular to all software, possible copies made, hardware, and accessory, as well as to any other documents which remain the property of the respective information provider.

12.4 "inet"-logistics shall commit itself to use all data provided to it for the proper implementation of its contract obligations - or any data obtained in this context, according to legal data protection stipulations (Data Protection Act, DSG 2000, Federal Data Protection Act BDSG 2000), in particular with regard to archiving, utilization and to processing. Utilization of such data shall be exclusively for the purpose of proper implementation of the contract. "inet"-logistics shall undertake appropriate measures to ensure that such data will be protected from accidental or unlawful destruction or loss, and that they will be properly used.

12.5 "inet"-logistics shall obligate in writing all its employees who have access to data within the parameters of appropriate data protection provisions, to strictly observe these provisions. Such provisions shall be binding for employees for at least six months beyond termination of one's contract.

## 13. Statute of Limitations

Any claims vis-à-vis "inet"-logistics shall become invalidated by the Statute of Limitations after twelve (12) months. The limitation period shall begin upon the client's notification of the claim, but no later than by the termination of the contract, or by date at which outstanding services have been rendered.

## 14. Concluding Clauses

14.1 This contract is under German law only and excludes UN sales law.

14.2 Changes to any contract concluded on the basis of these General Terms and Conditions (GTC) - or any changes thereof proper - must be done in writing in order to enter into force.

14.3 "inet"-logistics' respective company headquarters, as applicable under commercial law, shall serve as exclusive place of jurisdiction.

14.4 In case one term of this agreement is or shall become invalid, this shall not affect the validity of any other terms. The individual parties will strive in mutual negotiations to work out settlements whose economic impact reflects that of the invalid term as closely as possible.

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