

§ 1 Scope of services

- (1) Services provided by e-pro solutions GmbH (hereinafter referred to as "e-pro") shall be used for the purpose of advising and supporting the customer in matters relating to e-pro products. The specific scope of services rendered shall be derived from the service contract.
- (2) e-pro shall not accept liability for the goals pursued by the customer with such services nor the results obtained thereby and their occurrence.

§ 2 Processing

- (1) Each of the parties shall nominate a contact with responsibility for the project.
- (2) These contacts shall agree the content and deadlines for the planning and implementation of the services on a regular basis.
- (3) If necessary, a detailed schedule shall be drawn up. This schedule will then form the basis for controlling the deadlines, and will be updated on an ongoing basis.
- (4) Work will be carried out and any content fine-tuned as required in close co-operation with the customer.

§ 3 Subcontractors and employees

- (1) e-pro is entitled to commission subcontractors to render the services.
- (2) The employees used to render the services are subject to instruction by e-pro at all times.

§ 4 Customer co-operation

- (1) The customer is obliged to support the activities of e-pro. In particular, the customer shall establish - free of charge and in good time - all of the preconditions within its operating sphere that are required for the proper rendering of the services. This shall include, in particular, the condition that the customer (i) provides sufficient jobs and working materials for e-pro employees; (ii) grants e-pro employees access to the information required for their activities and makes all necessary documents available to them in good time; and (iii) provides computer time, test data and data recording capacities in good time and on an adequate scale.
- (2) The contact nominated by the customer shall be responsible for the provision, accuracy and completeness of all information, working documents and resources that are required to render the services offered. This contact shall also be responsible for creating contact with its specialist functions and for ensuring that necessary customer decisions are made and implemented in good time.
- (3) If the customer culpably fails to comply with its obligations to co-operate, or fails to do so in good

time or on an adequate scale, then it shall be responsible for consequences such as additional expenditure or delays, and shall compensate e-pro for all ensuing damages. Any deadline shall automatically be extended by the length of time that e-pro has to wait for customer co-operation.

§ 5 Remuneration

- (1) The level of remuneration shall be derived from the service contract or - if it is not regulated in the service contract - from the e-pro-price list applicable at the time of the conclusion of the service contract.
- (2) Unless agreed otherwise in the service contract, e-pro services shall be remunerated based on expenditure. Values specified in the service contract as an "estimate" are non-binding; they are based on a best assessment of the anticipated scope of services. If, in the course of rendering the service, e-pro finds that the estimated quantities are exceeded, then e-pro solutions shall notify the customer accordingly without delay. Until such time as the customer has provided its written approval, e-pro shall not exceed the quantities on which the estimated price is based, but neither shall it render any additional services.
- (3) e-pro shall be entitled to charge for its services on a monthly basis.

§ 6 Rights of use, publications

- (1) The customer shall receive a simple, non-transferable right of use to the work results of the services. The same applies to ideas, procedures, designs and other techniques arising from the execution of the services and which are included in the work results.
- (2) If, in an individual case, an exclusive right of use to work results produced by e-pro is granted to the customer under the terms of a special agreement, then e-pro shall be entitled to use its own knowledge, or the knowledge of its employees, that is applied for the purpose of producing the work results - as well as tools and procedures used that are intended or suitable for reuse in other price/performance ratios - for the purposes of its business operations.

§ 7 Term

- (1) The service contract begins on the date specified in it. If no date is specified, the service contract begins on the working day after the parties have signed.
- (2) The service contract may be terminated without notice by either contracting party where there is good reason. Good reason is deemed to exist, in particular, if insolvency proceedings on the other contracting party's assets are opened or a corresponding application is rejected for lack of funds.

§ 8 Additional provisions

The general terms and conditions of business of e-pro solutions GmbH shall also apply.

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