

## General Terms and Conditions for Purchasing of Work and Services

### 1 Services to be provided by Contractor

- 1.1 Contractor shall provide Manage Now GmbH ("Manage Now") with work and/ or services as described in the contract ("Services") according to the following framework conditions.
- 1.2 Any general terms and conditions of Contractor shall not apply even if not expressly rejected. Any side agreements, supplements or amendments from these framework conditions ("Amendments") as well as terminations must in principle be made in written form in order to be valid. However, Amendments shall also be valid if an electronic copy of the Amendments is signed by Manage Now and Contractor with an electronic signature tool, as for example DocuSign, (hereafter referred to as "E-Signature"). In addition, also terminations shall be valid if an electronic copy of the termination document is signed by "E-Signature".

### 2 Performance of the contract

- 2.1 Contractor shall not be authorized to legally represent Manage Now.
- 2.2 Before the performance of Services, Contractor and Manage Now shall each name a contact person. Any communication with respect to the contract shall exclusively take place between the contact persons. Manage Now shall be informed in advance of any change in Contractor's contact person in writing.
- 2.3 Manage Now will provide to Contractor free of charge all information which is in Manage Now's opinion necessary for the performance of Services and submit the respective documents. All information and documents will be provided in the quality/ condition existing at Manage Now. If Contractor does not consider the information to be adequate, Contractor shall inform Manage Now thereof in writing immediately. Further cooperation will be provided by Manage Now to the extent agreed in writing in the contract.
- 2.4 Contractor shall afford Manage Now insight into the progress of Services to be provided. Manage Now shall at any time have the right to check the progress of Services by inspection of all relevant documents. On Manage Now's request Contractor shall explain the documents.
- 2.5 Contractor shall ensure the diligent and professional provision of the Services as well as the existence of all skills and qualifications required to provide the Services. At Manage Now's request, Contractor shall prove the adequate qualifications for providing the Services. In order to achieve the best possible results, Contractor shall during the provision of the Services employ state-of-the-art science and technology. In doing so, Contractor shall use/ apply the methods/ processes agreed with Manage Now and use Contractor's own work equipment.
- 2.6 Contractor shall have entrepreneurial freedom, but shall comply with the Service-related requirements requested by Manage Now for the purpose of the contract. However, Manage Now shall not be entitled to issue direct instructions to Contractor's personnel involved in the performance of Services. Contractor and its employees are in no respect employees of Manage Now as defined by employment, tax and social security law. Contractor is fully and solely responsible for the timely fulfillment of its respective obligations under the applicable regulations of social security and tax law or with regard to other levies. Contractor shall defend, indemnify and hold harmless Manage Now from and against any and all legal consequences arising from any infringement of such regulations unless Contractor is not responsible for such infringements. Contractor shall ensure that the employees involved in providing the Services are reliable and have been vetted and shall also ensure that Contractor's employees are not integrated in Manage Now's business operations.
- 2.7 In principle, Contractor shall perform Services on Contractor's own premises. If Contractor provides Services outside of Contractor's own premises according to the contract, the relevant safety regulations, accident prevention regulations and internal rules of the respective place must be observed.

- 2.8 Contractor shall inform Manage Now promptly and unsolicited about any facts or changes to facts which might give rise to any presumption of false self-employment or wrongful temporary employment by Contractor in writing.

### 3 Qualitymanagementsystem

- 3.1 To ensure process and Service quality, Contractor shall undertake to operate a quality management system in Contractor's company which is either certified (e.g. ISO 9001, ff.) or regarded as equivalent by Manage Now. Manage Now shall be entitled to conduct quality audits of Contractor.
- 3.2 Furthermore, in order to ensure the statutory and/or contractually agreed information security requirements, the Contractor undertakes to maintain an information security management system in its company that is either certified (e.g. ISO 27001, ff.) or considered equivalent by Manage Now. Manage Now has the right to conduct information security audits at the Contractor.

### 4 Changes to Services

- 4.1 Manage Now shall have the right to request changes to Services at any time. If the change to such Service affects basic contractual regulations (e.g. remuneration, deadlines, dates) Contractor may object to the change by informing Manage Now of the objection in writing immediately. If no immediate written information is given or if Contractor implements the change, the change shall be deemed accepted.
- 4.2 If Contractor objects, Contractor shall as soon as possible provide Manage Now with a written offer regarding the changes (including remuneration, deadlines, dates, etc.). Manage Now may accept or decline Contractor's offer. Any acceptance shall require a new written commission by Manage Now.
- 4.3 If Manage Now does not accept Contractor's offer or if Contractor and Manage Now cannot reach an agreement regarding the changes, Manage Now may demand the provision of the original Services or terminate the contract for cause. Manage Now may demand suspension of the Services during the negotiation regarding the changes.

### 5 Delivery and Acceptance or Completion of Services

- 5.1 Services shall be delivered and accepted or completed within the deadlines/ on the dates agreed in the contracts. Contractor shall bear the risk for Services until complete acceptance by Manage Now or their completion.
- 5.2 Contractor shall notify Manage Now in writing of the completion of the Services and of the readiness of delivery/ acceptance of any deliverables and shall agree a delivery/ acceptance date and location with Manage Now. If no date of acceptance has been agreed, Manage Now shall endeavor to accept the Service within a reasonable time period after delivery.
- 5.3 If defects are identified during the delivery/ acceptance, Manage Now shall notify Contractor (insofar as Contractor does not participate in the acceptance) thereof. Any Service delivery/ acceptance under reservation or any refusal of delivery/ acceptance shall be recorded on the forms "Delivery and Acceptance Record for Work" and/ or "Completion Record for Services". All defects which lead to the reservation or refusal of delivery/ acceptance shall be included in the protocol.
- 5.4 Contractor shall rectify these defects immediately and free of charge. After rectification of the defects, the respective deliverables will be delivered once more and a new acceptance process will be carried out. This process shall be repeated until successful acceptance or until Manage Now finally refuses acceptance. Any costs and expenses associated with the re-delivery and re-acceptance shall be borne by Contractor, unless Manage Now is responsible for the repeated process.
- 5.5 If no defects are identified, Manage Now shall confirm to Contractor the successful delivery and acceptance or the complete and proper provision of the Services on the respective forms. Only with this confirmation the Services are accepted

or completed. The proper completion of services typically involves a presentation including proof of completeness of the services.

- 5.6 The acceptance shall not be substituted by Manage Now using Contractor's Services/ deliverables or parts thereof due to operational necessity.

## **6 Impairment and Default**

- 6.1 Agreed deadlines or dates are binding. If Contractor has reason to believe that Contractor will not be able to observe a deadline or date, Contractor shall inform Manage Now thereof in writing immediately. Without prejudice to any of Manage Now's claims, Contractor shall work out measures to catch up with the missed deadline, to prevent the deadline or date being missed or to minimize any delays and shall present such measures to Manage Now in writing.
- 6.2 If Contractor continues to be in default of providing the Services in full or in part after the expiration of a reasonable grace period, Manage Now may reject delivery/ acceptance of the Services not provided on time and demand damages. In this case, Contractor shall reimburse to Manage Now all damages, expenses, and costs arising from commissioning substitute performance to third parties. Any further statutory rights or claims of Manage Now for default shall remain unaffected.
- 6.3 Contractor shall inform Manage Now in writing immediately if Contractor believes that it is impaired by any circumstances, regardless of their nature, with regard to the provision of the Services, or if any circumstances occur that will cause a change in the workload on the part of Contractor. Without prejudice to any legal claims, the Parties shall then agree on how to proceed. If such immediate written notice is not sent, Contractor shall not be permitted to refer to the respective circumstances at a later date, and shall in particular not have the right to request an adjustment to the remuneration. If Manage Now is responsible for the circumstances causing the impairment the Parties shall agree on a reasonable extension of the agreed deadlines.

## **7 Warranty and other Claims**

- 7.1 Contractor warrants that the Services will be provided in accordance with the contractually agreed quality requirements as well as in compliance with the agreed specifications and designs.
- 7.2 If the Contractor provides Manage Now with i) any standard software (including new program versions to be provided) or hardware (including e.g. provided drivers or firmware, etc.) or ii) services relating to hardware and/or software (including firmware) within the scope of his performance, the Contractor shall deliver them free of harmful software (e.g. malicious code, viruses, worms, Trojan horses). This has to be verified with an up-to-date scan software at a reasonable date before delivery. The Contractor declares that this check showed no signs of harmful software. This regulation applies to any provision of software, including temporary and advance provision, e.g. for testing purposes. Furthermore, the Contractor warrants that the standard software or hardware or services to be delivered by him is free of functions which might endanger the integrity, confidentiality or availability of the standard software, of other software or hardware or of the ITC-infrastructure (including parts thereof) or of data or which might run contrary to the confidentiality or security interests of Manage Now or Manage Now's customer such as functions which enable unwanted diversion of data, functions which enable unwanted modification/manipulation of data or process logic or functions which enable unwanted introduction of data or unwanted expansion of functions. A possible activity of a function is considered to be unwanted if that activity has neither been requested by Manage Now in the service description nor has been offered by the Contractor with a concrete description of the functionality and the activity as well as its effects, nor has been explicitly authorized by Manage Now on an individual basis ("opt-in").
- 7.3 If Contractor (i) provides software (including new program versions to be provided, if applicable) or hardware (including

drivers, firmware, etc. provided, if applicable) or (ii) provides services for hardware and/or software (including firmware), Contractor shall inform Manage Now in advance of any open source software (e.g. General Public License (GPL) or comparable licenses) contained in the hardware and/or software. Contractor shall ensure that all license obligations regarding any open source software contained in the hardware and/or software are observed and fulfilled by Contractor. Contractor undertakes to provide Manage Now and the Customer with all necessary license conditions. Contractor further undertakes - to the extent required by the respective open source licenses - to provide Manage Now and the Customer with all necessary source codes and build scripts to enable Manage Now and the Customer to create an executable version of such open source software. In the event of physical distribution of the hardware and/or software directly from Contractor to the Customer, Contractor will make them available directly to the Customer. Contractor agrees to list all open source software integrated in the hardware and/or software with name and version and to reproduce the corresponding license texts integrated in the hardware and/or software. Furthermore, Contractor shall provide Manage Now and the Enduser with all information required under the respective open source license obligations. If Contractor fails to comply with the foregoing obligations, Contractor shall indemnify and hold Manage Now and the Customer harmless from and against any and all damages, proceedings, losses, costs and charges arising from any such breach.

- 7.4 The warranty period shall be governed by the applicable statutory provisions. The warranty period for works shall start with the final acceptance of the agreed Service provided by Contractor. If defects occur, Manage Now shall notify Contractor thereof and request rectification.
- 7.5 Unless Contractor is entitled to refuse rectification in accordance with the applicable statutory provisions, Manage Now may, after a reasonable grace period for the rectification set by Manage Now has expired, rectify the defect itself and demand reimbursement of the respective costs from Contractor. The grace period shall not be required if such extension is unacceptable for Manage Now because of particular urgency or the failure to observe agreed response and rectification times as well as in the event of statutory exceptions.
- 7.6 If Contractor (i) provides software (including new program versions to be provided, if applicable) or hardware (including drivers, firmware, etc. provided, if applicable) or (ii) provides services for hardware and/or software (including firmware) Contractor furthermore acknowledges and agrees, that product functionality, compatibility and security are an essential interest of Manage Now and its customers. Contractor therefore additionally represents and warrants, that any and all digital products as well as digital elements in the products will maintain their functionality and compatibility with all IT environments, platforms and interfaces as indicated in the respective product specifications of the manufacturer over the entire lifecycle of the respective product as published by the manufacturer from time to time, at least however over the agreed warranty period. For this purpose, the Contractor shall regularly provide Manage Now and/or the customer with manufacturer-certified updates for the products in a timely manner. The Contractor shall also proactively inform Manage Now and/or the customer about the availability of such updates as well as on how to download and how to install such updates, the decision if and when to download and install however remaining within the sole reasonable discretion of Manage Now and /or its respective customers.
- 7.7 In addition, Contractor represents and warrants that he will (or will have the manufacturer) constantly monitor any and all digital products and digital elements sold or provided by him under this Agreement for security risks and provide timely security up-dates to Manage Now and its customers over the entire lifecycle of the product, at least however over the agreed warranty period. Contractor will promptly notify Manage Now about any security related or other issues that may adversely affect the digital products or digital elements and will

include in such notice an evaluation of the resulting risk for Manage Now and/or its customers with those issues and the reasonably expected impact that the issues may have on Manage Now or its customers.

- 7.8 Such patches and -updates to keep up functionality, compatibility and IT security over the respective lifecycle period of the digital product or digital element shall form part of the product deliverables and shall be provided free of charge during such period and shall not be subject to signing a separate hardware or software support agreement.
- 7.9 The warranty period shall be extended by periods during which the deliverables cannot be used properly because of a defect.
- 7.10 Any further statutory rights or claims of Manage Now irrespective of the legal basis shall remain unaffected.
- 7.11 Contractor shall be obliged to take out and maintain during the performance of Services and until the end of the warranty period adequate business liability insurance. Contractor shall on Manage Now's request provide evidence of the insurance.

## 8 Rights to Deliverables

- 8.1 From the moment of creation and irrespective of their stage of completion Manage Now shall become the owner of any and all rights, including without limitation intellectual property rights, relating to the deliverables of the respective services as well as relating to any other documents created during the performance or planning of Services (hereinafter referred to as "Supplementary Documents"). As far as the rights are non-transferable (e.g. author's rights), Manage Now shall have the permanent, worldwide, exclusive, transferable, unrestricted right to use, including the right to use for any unknown purposes, to modify or to exploit. Manage Now shall have the non-exclusive right to use any tools or expertise employed by Contractor to perform the Services and any of Contractor's associated intellectual property rights, to the extent as required for the use of the deliverables in the scope stipulated above. Contractor shall keep safe the deliverables of the respective Services and any Supplementary Documents for Manage Now until delivery and shall surrender them to Manage Now at any time upon request of Manage Now.
- 8.2 Contractor shall not be authorized to copy, use, or make available to third parties any deliverables of the respective Services and/ or any Supplementary Documents. Any further use of deliverables or partial deliverables by Contractor shall require the written consent of Manage Now.
- 8.3 If the Services, the deliverables of the respective Services or the Supplementary Documents contain inventions or ideas, that are capable of being protected by patents, utility models, designs or similar, Manage Now shall be entitled, at its own discretion and in its own name – provided the inventor is designated in accordance with the applicable statutory provisions – to register, maintain, or at any time to relinquish intellectual property rights in any country. Intellectual property rights arising from such registration shall belong to Manage Now. Contractor undertakes to ensure that any inventions or ideas resulting from the works carried out as object of this contract are assigned to Manage Now.
- 8.4 If employees of Contractor and of Manage Now make a joint invention, the previous sections will apply accordingly to Contractor's share of the invention.
- 8.5 If Manage Now intends the registration of patents, other registrations, or any measures required to enable the legal transfer, Contractor shall assist Manage Now to the extent necessary. The aforementioned transfer of rights shall be deemed settled with the agreed remuneration to Contractor.
- 8.6 Contractor shall in the contracts with its employees or third parties ensure that Manage Now shall exclusively and unlimited by time have the rights as set forth in this section 8 and that they are not affected by the termination of contracts between Contractor and its employees.
- 8.7 The deliverables of the respective Services shall be provided to Manage Now both (i) in a form suitable for the intended

end-use by Manage Now as well as (ii) in a form suitable for Manage Now to make modifications, prepare derivative works and compile new material. The rights in the deliverables transferred or granted to Manage Now relate to the deliverables in either form

## 9 Third party Intellectual Property Rights

- 9.1 Contractor shall ensure that any of its Services, the deliverables of the respective Services and the Supplementary Documents to be provided are free from any third party rights or claims. If third party rights are infringed by Contractor's Services, the deliverables of the respective Services or the Supplementary Documents, Contractor shall at its own expense and at Manage Now's discretion (i) acquire the unrestricted right to use, or (ii) modify or (iii) replace the Services, the deliverables of the respective Services or the Supplementary Documents so that they do not infringe any third party rights, but have at least the same functionality and quality.
- 9.2 If a third party asserts claims for compensation of use against Manage Now and/ or Manage Now's customers under intellectual property rights infringed by or in connection with the Services, the deliverables of the respective Services or the Supplementary Documents provided, Contractor shall indemnify Manage Now and/ or Manage Now's customers from any liability in this respect. In addition, Contractor shall indemnify Manage Now unless Contractor can prove Manage Now's (partial) fault. Contractor shall reimburse Manage Now for all costs incurred in connection with any judicial or extrajudicial disputes (e.g. attorneys' fees, court fees, and expert costs). Manage Now shall inform Contractor within four weeks of being made aware of such claims from a third party.

## 10 Remuneration

- 10.1 For lump-sum payments, the remuneration agreed in the contract shall cover all Services provided by Contractor and all additional costs. To the extent the reimbursement of additional costs is agreed, such additional costs shall be reasonable and verifiably accounted. Supplemental claims shall not be allowed.
- 10.2 The remuneration for Services charged on a time and material basis shall be invoiced monthly in arrears based on the activity record countersigned by Manage Now. This shall also apply for other additional costs. The activity records shall at least contain the following details for each day of activity: Type of activity, begin and end of activity, Manage Now contract number and project name.
- 10.3 Contractor shall be reimbursed for travel and accommodation expenses according to the following guidelines if Contractor must travel for reasons beyond Contractor's control and at the specific written request of Manage Now:
  - Train: 2<sup>nd</sup> class rail travel and upon presentation of supporting documents.
  - Airplane: Economy class and upon presentation of supporting documents.
  - Kilometer allowance: According to the applicable fiscal provisions and guidelines the lump-sum kilometer rate will be paid, provided that the use of a rental car is not cheaper. (In principle, this is the case for more than 250 kilometers per day.)
  - Accommodation costs: Actual costs upon presentation of supporting documents, up to a maximum of 100 Euro per night for a single room.Contractor shall for each occasion agree the travel details, e.g. dates or the use of a car instead of a train or airplane, with Manage Now in advance. Taking temporal necessities into account, the most cost-effective means of travel shall be chosen. Upon prior agreement with Manage Now, deviations from the aforementioned regulations shall be possible.
- 10.4 In principle, travel times and daily allowances will not be reimbursed. If otherwise agreed in the contract, the tax-free, reimbursable, statutory lump sums for additional meal allowance will apply. Travel times as a result of trips from the of-

office or home to the place of Services shall not count as service hours. Costs incurred for those trips will not be reimbursed.

## 11 Invoices and Payments

- 11.1 Contractor shall issue invoices to Manage Now for fully completed Services. The individual items or travel/ accommodation expenses and VAT shall be listed separately on the invoices. Supporting documents countersigned by Manage Now (e.g. Delivery and Acceptance Record for Work, Activity Record, copies of travel receipts) shall be attached to the invoices.
- 11.2 Any interim settlements will only be made in accordance with a potential payment plan in the respective contract.
- 11.3 Invoices will be due for payment within 30 days net after receipt of the complete invoice and all invoice documents. The decisive factor for punctual payment shall be the receipt of the transfer order at Manage Now's payment institution.
- 11.4 In any case, the final invoice shall be subject to the contractual acceptance of works and the submission of the Delivery and Acceptance Record for Work or the contractual completion of services and the submission of the Completion Record for Services.
- 11.5 Payments to Contractor shall not be deemed as acceptance of the Services as having been performed in accordance with this contract.

## 12 Subcontracting

- 12.1 Any transfer of rights and obligations under this contract by Contractor shall require the prior written authorization by Manage Now.
- 12.2 If Contractor commissions third parties to perform commissioned Services (in full or in part), Contractor shall inform Manage Now in good time in advance and provide the name of the third party in writing. Manage Now shall have the right to reject subcontractors.
- 12.3 If Manage Now approves of the subcontract, Contractor shall be obliged to observe all regulations under labor, social security, and tax law and, if necessary, shall provide Manage Now with evidence of a potentially required work permit or, if subject to approval, submit the permit. Contractor shall defend, indemnify and hold harmless Manage Now from and against any and all legal consequences arising from any infringement of such regulations by Contractor or Contractor's subcontractors unless Contractor and/ or Contractor's subcontractor respectively are not responsible for such infringement.
- 12.4 Contractor shall impose a written contract on the third parties in accordance with the provisions of this contract and provide Manage Now with evidence of this written contract upon request.

## 13 Confidentiality, Access to Manage Now Networks

- 13.1 Contractor undertakes to keep confidential all trade or business secrets or other confidential information, documents, and data - irrespective of the form - that Contractor becomes aware of during the performance of the contract and Contractor shall exclusively use them for the purpose of performing the contract. Contractor shall with respect to confidentiality use the same standard of care as for Contractor's own confidential information, at least, however, exercise due commercial care.
- 13.2 Without the prior written consent of Manage Now, Contractor shall not be authorized to copy, to alter, to reproduce or to disclose to third parties any data accessible to Contractor, unless this is absolutely necessary for Contractor's provision of the respective Services and agreed in the Service description. If Contractor stores, handles, or processes information or data in Contractor's own data processing equipment, Contractor shall ensure that unauthorized third parties cannot access such data or information.
- 13.3 Access granted to Contractor to Manage Now's own networks and data processing equipment may also only be used for the purpose of performing this contract. In this case Contractor shall comply with the "Rules for Business Partners: Secure

Handling of Manage Now internal Information and Systems by Business Partners".

- 13.4 The confidentiality obligation shall not apply to information and documents that demonstrably (i) are already known to Contractor and are not subject to any confidentiality provisions (ii) are or become generally known without Contractor being responsible for this, (iii) have already been communicated to Contractor by a third party without infringing any confidentiality provisions, (iv) were independently developed by Contractor, (v) must be handed over to authorities or courts to comply with statutory provisions, or (vi) have been released for distribution to third parties by Manage Now in writing.
- 13.5 Contractor shall impose a written obligation in accordance with the provisions of this section 13 on Contractor's employees or third parties involved in the performance of Services.
- 13.6 If Contractor is granted access to Manage Now's own or Manage Now customer's networks and data processing equipment, Manage Now shall, in case of malfunctions of the networks and data processing equipment provided, only be liable according to mandatory law for any damages resulting from their use.

## 14 Data Protection

- 14.1 Contractor shall only process any personal data processed in connection with the Services for the purposes of fulfilling its obligations under this contract and on the documented instructions of Manage Now or as otherwise required by applicable law. In the latter case, Contractor will inform Manage Now of any such requirement before processing, unless the relevant law prohibits such information on important grounds of public interest. If Contractor is processing personal data on behalf of Manage Now as controller, Contractor will enter into a separate data processing agreement with Manage Now in accordance with Article 28 (3) GDPR.
- 14.2 Contractor shall at all times have in place technical and organisational measures to protect the personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. Such measures shall be appropriate to the risks of varying likelihood and severity to the rights and freedoms of individuals that arise as a result of the processing, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing. Only Contractor's authorized personnel with responsibility for privacy and security issues and personal data and with a legitimate role in fulfilling Contractor's obligations under this contract shall have access to the processed personal data ("need to know principle"). Contractor shall ensure that any persons including its employees authorised to process, or otherwise have access to, the processed personal data have committed themselves to confidentiality on appropriate terms.
- 14.3 Contractor will provide such assistance to Manage Now in relation to requests from data subjects exercising their rights laid down in Chapter III of the GDPR and Manage Now's obligations pursuant to Articles 32 to 36 GDPR, which Contractor is reasonably able to provide. Contractor will notify Manage Now without undue delay and in reasonable detail upon becoming aware of the occurrence of any personal data breach affecting the personal data processed on behalf of Manage Now (or any customer of Manage Now) while in Contractor's possession or under its control. Contractor will, in relation to any such data security incident, take reasonable steps to identify and correct the underlying cause of the data security incident so as to mitigate or exclude the risk of re-occurrence of similar data security incidents. Contractor will delete all personal data processed in connection with the Services and which is in its possession or under its control following the end of the provision of the relevant Services unless agreed otherwise or to the extent storage is required by applicable law.
- 14.4 Unless agreed otherwise, Contractor shall not engage any other person (other than its own employees) to process the personal data except with Manage Now's express prior written consent. Contractor shall ensure that each (if any) subprocess-

Contractor is party to a written contract binding on it with regard to Manage Now and imposing on the subprocessor obligations which are (at least) equivalent to those imposed on Contractor by this section 14 and any separate data processing agreement. Contractor shall, promptly upon request by Manage Now, provide Manage Now with a copy of each such contract, provided that Contractor may redact such copy contracts so as to remove information in which Contractor has a reasonable interest in confidentiality. Notwithstanding any consent given by Manage Now Contractor shall remain responsible to Manage Now for the compliance by any subprocessor with the terms of the applicable privacy laws, this section 14 and any separate data processing agreement.

14.5 Contractor shall not transfer, disclose or allow access by a person, or permit the same by another person, to a country or territory outside the European Economic Area except with Manage Now's express prior written consent.

14.6 Contractor shall permit and contribute to all reasonable audits, including, without limitation, inspections, conducted by Manage Now or the third-party controller (or auditors appointed by either of them), as reasonably necessary to demonstrate Contractor's compliance with this section 14 and any separate data processing agreement. Manage Now shall give Contractor reasonable notice of any audit or inspection to be conducted.

14.7 The confidentiality and data protection obligations shall apply unchanged after termination of this contract.

## 15 Return of Documents

Documents or other resources supplied by Manage Now or created by Contractor shall remain the property of Manage Now or the right owner and shall be used only for the performance of the contract and shall not be made available to third parties. They shall be returned to Manage Now, including any copies supplied or produced, without request upon completion of the work or upon expiration of the warranty period or a subsequent maintenance obligation. Manage Now shall be entitled to request a corresponding declaration of completeness. Contractor shall not have any right of retention regarding such documents.

## 16 Export Control and Customs

16.1 The Services can be subject to the customs regulations and export control laws of Germany, the European Union (EU), the USA and/or other countries. Contractor undertakes to comply with all applicable laws and regulations. On request, Contractor shall provide Manage Now with all details connected to the Services, which Manage Now requires to comply with statutory provisions and for the management of basic data of its logistics processes. Such details, if applicable, relate to declarations regarding: Export/ re-export approval requirements according to EU and/ or US export control laws, Customs tariff number, Origin of goods (preferential or non-preferential).

16.2 Contractor further undertakes to issue respective documents (e.g. certificates of origin or supplier declarations). Contractor shall be obliged to inform Manage Now of any changes to such details unsolicited and without delay in writing.

16.3 Contractor shall indemnify Manage Now against any damages incurred by Manage Now due to culpably delayed, incorrect, or omitted export/ customs details.

16.4 Manage Now shall not be obliged to supply products or perform other obligations from this contract, if such supply or performance would violate export control regulations of the Federal Republic of Germany, the European Union the United States, Japan or other countries.

## 17 Ethical Standards

17.1 Contractor (including all of its directors, officers, and employees) shall be obliged to comply especially with the applicable laws and regulations, and conduct business based on company policies, which are equivalent to said laws and regulations.

**Fehler! Linkreferenz ungültig.** Furthermore the following applies:

- Contractor will act in accordance with all requirements stipulated in this Section 17 and will take appropriate measures to ensure compliance with these requirements and principles.
- Contractor will use best efforts to promote these Ethical Standards among its suppliers. Contractor shall especially not instruct, cause or permit any third party to violate the conditions set forth in this Section 17 on behalf of the Contractor or Manage Now.
- Contractor shall inform Manage Now of the measures it adopted to ensure compliance with the rules, restrictions and principles herein, on Manage Now's request.
- Contractor shall immediately notify Manage Now in writing in the event of a failure to comply with any provision of this Section 17.

17.2 Contractor shall especially – but not limited to – comply with the following regulations, which are highly significant for Manage Now:

- Contractor shall comply with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 and all other applicable anti-corruption laws and regulations, including, but not limited to, the laws and regulations of where Contractor resides or does business in connection with the transaction(s) contemplated by this contract and in connection with any other business transactions involving the Parties.
- Contractor warrants and represents that it has not and shall not, in all activities in connection with the performance of the transaction(s) contemplated by the Parties, directly or indirectly, offer or pay, promise to pay or authorize such offer or payment of any money or anything of value to any individual, including a government official, for the purpose of influencing, inducing or rewarding any act or omission of an act to secure an improper advantage or to improperly acquire or preserve or obtain business.
- Contractor warrants and represents that it has no public official as its director, officer, controlling shareholder, employees who will be involved in this contract and that no public official has a controlling interest in Contractor at the date of this contract. Contractor shall immediately notify Manage Now in writing if such warranty or representation is no longer true.
- Contractor will not engage, actively or passively, neither directly nor indirectly, in extortion or any violation of basic human rights of employees or any child labor. Moreover, Contractor will take responsibility for the health and safety of its employees.
- Contractor will act in accordance with the applicable environmental laws.
- Contractor will avoid and/or disclose internally and to Manage Now all conflicts of interest that may influence the business relationship with Manage Now or Manage Now's relationship with the customer.
- Contractor will comply with all applicable foreign trade laws and export control regulations as well with the corresponding sanction lists and anti-money-laundering laws and regulations.
- In all activities in connection with the performance of the transaction(s) contemplated by the Parties, Contractor will comply with the applicable cartel and competition law and regulations.

17.3 Contractor agrees to keep accurate books, accounts, records, contracts, invoices, emails and other electronic files and accompanying documentation (collectively, hereinafter "Documents") in connection with the transaction(s) contemplated by this contract and in connection with any other business transactions involving the Parties.

17.4 Manage Now reserves the right to audit the Documents by itself or by outside auditors acting on Manage Now's behalf,

upon notice. Contractor agrees to fully cooperate in any such audit.

17.5 Any breach of the obligations stipulated in these Ethical Standards shall constitute a material breach of contract by Contractor. Manage Now may terminate this contract, or suspend or withhold payment effective immediately upon written notice to Contractor, if it has a good faith belief that Contractor has breached, or has caused a breach of this Section 17. Manage Now will not be liable for any claims, losses, or damages arising from or related to failure by Contractor to comply with this Section 17 or related to the termination of this contract under this Section 17. Contractor shall indemnify and hold Manage Now harmless against any such claims, losses, or damages caused by a failure of Contractor to comply with the provisions of this Section 17.

## **18 German Minimum Wage Act**

18.1 Contractor is obliged to comply with the regulations of the German Minimum Wage Act ("German Minimum Wage Act"). In addition, Contractor shall ensure that any of its involved subcontractors comply with the provisions of the German Minimum Wage Act and that its subcontractors impose the respective obligations to their subcontractors.

18.2 Furthermore, Contractor shall indemnify and hold harmless Manage Now and all other Manage Now Affiliates receiving works and services under this contract from any and all third party claims or from payment of contributions to a joint scheme for parties to a collective agreement according to Sec. 13 German Minimum Wage Act and Sec. 14 German Posted Workers Act arising from any infringement of the regulations of the German Minimum Wage Act by the Contractor or its subcontractors or subcontractors.

18.3 In case Contractor does not comply with its obligations to pay minimum wages to its employees or to pay contributions to a joint scheme for parties to a collective agreement for which Manage Now as entrepreneur is liable like a guarantor in accordance with Sec. 13 German Minimum Wage Act and Sec. 14 German Posted Workers Act or if Contractor fails to ensure that its subcontractors comply with the respective obligations, Contractor shall reimburse Manage Now for all incurred damages and losses.

18.4 Upon request of Manage Now, the Contractor is obliged to confirm to Manage Now in writing that the Contractor pays the minimum wage and fulfils of all other obligations arising from the German Minimum Wage Act (such as e.g. recording obligations). This applies both to the employees of the Contractor and to the Contractor's subcontractors. Contractor is obliged to perform regular monitorings of its subcontractors.

## **19 Assignment**

Manage Now shall be entitled to transfer or assign its rights and obligations under the contract in total or partially to affiliated companies according to Sec. 15 ff. German Stock Corporation Act. The Contractor hereby grants ex ante his consent to the assignment of claims or the transfer of the contract.

## **20 Place of Jurisdiction and Applicable Law**

20.1 The exclusive place of jurisdiction for any disputes that arise in connection with this contract shall be Munich, Germany.

20.2 This contract shall be subject to German law. The conflict of laws provisions and the "UN Convention on Contracts for the International Sale of Goods" dated April 11, 1980 (CISG) will not apply.