

## Terms of Service

Version September 2018

### preamble

1. The following general terms and conditions (GTC) of venITure GmbH (hereinafter "venITure") are binding for all contractual relationships between venITure and its contractual partners (VP). They are also exclusively valid if other general terms and conditions

provide for. In this case, the parties agree in a binding manner that only those provisions shall apply to their contractual relationships that are listed below, unless the parties have agreed otherwise in writing.

2. venITure is entitled to change the following terms and conditions with a reasonable period of notice. The modified conditions apply on the part of the CP as approved, provided that the CP does not object to the change in writing within one month of notification of the change. In the latter case, the conditions summarized in this document apply.
3. conditions as still agreed. venITure is entitled to send all information and declarations relating to the contractual relationship to the CP's last known e-mail address. The same applies to VP. In this respect, both parties waive compliance with the confidentiality regulations

of  
Postal secrecy.

- 4th All information and declarations that venITure sends in the form specified in section 3 are deemed to have been delivered to the address published by the CP upon receipt and the resulting availability. In this respect, the date on which the CP receives notifications from venITure is irrelevant.
5. Should deviating individual agreements with the CP in individual cases have been concluded in writing

the provisions of the GTC withdraw.

- 6th Having said that, the parties apply the following conditions to their contractual relationship:

### § 1 service contract

Provided the parties agree to a service the following rules apply:

1. venITure ensures that the employees it employs have the necessary qualifications to fulfill the contract. venITure is therefore entitled, at its own discretion, to use their employees. Under the condition stated in sentence 1, venITure is also entitled to use external employees to fulfill the contract.
2. If a probationary period has been agreed, VP has an extraordinary right of termination during the probationary period if, in the opinion of VP, the employee deployed by venITure does not meet the defined qualifications. The termination must, however, be preceded by a qualified warning from VP, in which VP lists the actual or alleged shortcomings of the employee.
3. venITure is entitled to provide the services to its contractual partner on a monthly basis together with an hourly statement.
- 4th The following also count as chargeable services:
  - Work preparation
  - information gathering
  - documentation
  - Telephone support
  - Logging of the accepted work
  - Project management, -working, -be-consultation, billing.
  - Remote support via Internet net
5. Unless expressly agreed otherwise, venITure does not owe any within the framework of a service contract

specific performance success. So far the regulations of § 611 ff. BGB apply.

6th Content and scope of the service agreements taken over by venITure obligation arises from the respective contractual relationship. VP also bears responsibility for projects or successes.

7th venITure will carry out the contractually assumed services the principles more properly Professional practice and taking into account the status recognized at the time of the conclusion of the contract relevant science and technology.

8th. If the service contract provides for the agreement of a fixed term, an early extraordinary termination is excluded for this period.  
sen.

9. If the contract has been concluded for an indefinite period, it can be properly terminated by either party at any time with a notice period of three months to the end of the month. The termination must be in writing. The time of receipt of the notice of termination is decisive

at VP.

10. The right of both parties for important reasons remains unaffected.

11. No guarantee can be given for services provided by venITure on the basis of a service contract. Rather, any error corrections are to be made via the service contract.

wrap.

12th The services provided by venITure are billed according to an hourly or daily rate.

12.1. For orders larger than 2 person days (8 hours each), billing will be carried out precisely by the hour.

12.2. In the case of orders on an individual hourly basis, the service provided by venITure is calculated on at least one tenth of an hour, whereby Arrival and departure times are also subject to the calculation.

12.3. venITure provides the services owed by it gen taking into account the local time usually between 09:00 and 18:00

(taking into account a one-hour lunch Break). Should venITure be prompted to do so addition services too venITure is entitled to provide these services to be billed additionally, namely:

- On working days with the exception of Saturday in the time before 9 a.m. and from 6 p.m. to 11 p.m. with a surcharge of 25%, from 11 p.m. and on Saturdays with a surcharge of 50%,
- sundays and holidays with a surcharge of 100%.

12.4. Unless otherwise agreed in individual cases, venITure is entitled to make an appropriate payment on account before the start of the work request that at 30% of the assumed order amount lies. In addition, venITure is entitled to Issues according to the progress of the work. VP is obliged to issue the invoices within 14 days of receipt of the invoice. at the same time and gets in the case of not on time Incoming payment at venITure in default without there being a special reminder requirement.

§ 2 number 8 sentence 4 applies accordingly, § 2 number 10 also applies. VP is obliged to provide venITure with the services required to implement the service obligation necessary prerequisites to meet settlements. This also includes, in particular, but not only the required system access etc. to provide. If VP does not meet these obligations, venITure is entitled to waive any waiting time that may arise

to be calculated in full.

**§ 2 contract for work**

If the parties have concluded a contract for work and services, the following rules apply:

1. Unless otherwise agreed, the contract is based on the order confirmation issued by venITure. So-

created remotely, a specification to be created by venITure or a comparable document is authoritative for the content of the contract. Between the parties have agreed that the creation of a specification sheet or a comparable Document through venITure does not represent a free acquisition activity, rather is remunerated at an hourly rate of € 135.00, unless otherwise agreed. The performance data mentioned in the documents described above only represent a guaranteed property if the guarantee is made explicitly as such. The subject of the trade to be made available by venITure is exclusively the executable program files of the software to be created, ie the binary files in machine language.

3. The copyright as well as the right of exploitation of the products created by venITure remains with it.
- 4th Dates and deadlines are non-binding as long as nothing else has been agreed.

- 4.1. In any case, performance dates and deadlines begin ten not to run before on all the details of the implementation of the contract an agreement and VP provides the information required to create the trade and Has handed over documents to venITure in the required, possibly agreed and defect-free condition. This regulation applies accordingly, if further support is required during the implementation phase bringing documents and Information not included be brought.
- 4.2. Are information and documents required by venITure despite the request

If VP is not made available immediately, venITure is entitled to make a unilateral declaration

VP new performance deadlines and - to set dates at our reasonable discretion. To-venITure is entitled to compensate for the delay caused by VP. additional costs Forward VP.

- 4.3. In cases of force majeure - including any industrial disputes - extend deadlines and dates speaking of the duration of the prevention.
- 4.4. If venITure is responsible for the elapse of a deadline or deadline

is irrelevant as long as VP venITure has not set a reasonable grace period. To cancel a project can set a grace period lead only when qualified pronounced has been. The extension of the deadline must contain at least a period of 10 working days.

5. The responsibility for the usability of the trade created by venITure within the framework of the organization of VP rests with VP as a matter of principle. It is therefore up to VP to determine the compatibility or suitability of the contracted trade with its own software and corporate architecture

to convince. venITure is only to express a reservation in exceptional cases, namely in the event that the lack of compatibility or suitability of the contracted trades imposes itself on VP. VenITure's liability is limited to intent or gross negligence.

- 6th VP is obliged to accept the trade created by venITure. VP is to be requested by venITure for acceptance within 14 days. If the VP does not comply with the request,

the work created by venITure is deemed to be without reservation removed, even if there is evidence of a defect.

- 7th venITure is entitled to request VP to accept partial services upon completion. Paragraph 6 applies accordingly here.
- 8th. Regardless of any obligation agreed in an individual contract from VP to make payments on account, VP is obliged to pay the resulting payment after successful acceptance or partial acceptance to be done within 14 days of receipt of the invoice. Should not VP of this payment obligation comply, default occurs without the need for a special reminder. As soon as the default occurs, venI-Ture shall pay interest on the justified claim at 8 percentage points above the base rate. In addition, there is a flat late fee of € 40.00.
9. If the due date for payment depends on an act of cooperation on the part of VP and if VP does not perform this action immediately despite a request from venITure and if the due date of the remuneration is delayed, venITure is entitled to demand the remuneration at the time, at which the payment would have been due with the proper cooperation of VP. Should in this case venITure additional expenses originated VP undertakes to replace this subsequent evidence. Offsetting or exercising a right
10. of retention
- VP is only permitted if venITure consents to this or a legally binding decision on a counterclaim by VP against venITure is made is.

- goods are made within the scope of the scope stipulated in the contract and are to be understood as non-exclusive and non-transferable.
3. The source code for the software remains the property of venITure, is not part of the scope of delivery and may not be used by VP in any way.
- 4th In the event that venITure acts as a reseller, the following conditions apply:
- 4.1. The benefit commitments made by venITure are understood only subject to the proviso that venITure receives the licenses from its licensor within the contractually agreed period.
- If there are delays in performance, liability only arises if venI-Ture is accused of intent or gross negligence. For a fault of the licensor venITure does not justify its own responsibility.
- 4.2. In addition, in this case VP concludes the license agreement directly with the manufacturer. Any gun performance claims are out-finally to assert against the manufacturer. In this respect, VP provides venI- Ture with any guarantee and warranty claims. expressly free. On request, however, venITure is ready and obliged to make any guarantee or warranty claims against VP even against the manufacturer
- cede.

**§ 3 license agreement**

If the parties have concluded a license agreement, the following rules apply:

1. Subject of the performance obligation venITure provides the executable program files, if necessary also the user documentation. In addition, the regulations of § 2 Numbers 2 and 3 apply accordingly.
2. The granting of rights to use the contractual software

**§ 4 retention of title**

The work or the license provided by venITure remains the property of venITure until all claims have been settled in full. venITure is entitled to prohibit VP from using the trade or license until VP has fully settled its payment obligations. venI-Ture is also entitled to prevent VP access to the files created in the case mentioned.

**§ 5 customer protection**

VP undertakes to refrain from using services in any form from persons involved in the performance of the contract outside of this contractual relationship or to poach them, unless there is mutual written consent. This clause applies accordingly if VP makes venITure services available to third parties. In this case, VP undertakes to agree a corresponding regulation with its contractual partner.

**§ 6 Confidentiality**

- Both contracting parties commit each other, all not generally known documents and information, business and trade secrets, which are recognizable or designated as such under the circumstances, which relate to the business sphere of the contractual partner and which they in the preparation and execution of the contract

accessible, to be treated confidentially and to ensure that they are not accessible to third parties. This also applies to all agreements concluded between venITure and VP. Both parties assume this obligation for their employees, regardless of whether they are employed or freelance and subcontractors. We are committed to this obligation

- the parties, as long as there is a justified interest in this, also after the termination of the contractual relationship.
- venITure is, however, entitled to disclose the information received in connection with the business relationship. formations, regardless of whether they are received from the CP or a third party, within the meaning of the Federal Data Protection Act save, process and convey to third parties for the purpose of the contract. VP undertakes to comply with the applicable provisions of the Federal Data Protection Act. respect and oblige both his employees and any subcontractors to do so.

**§ 7 contact person**

VP names a competent and competent contact person for venITure, who is also entitled to carry out the

to make bleached and binding decisions. venITure is entitled to accept the declarations of the contact person as binding and to act accordingly, even if the contact person is not authorized to represent VP according to the statutory provisions. The same applies if VP changes the person of the contact person. In this case, VP is obliged to inform venITure of this fact in a suitable and unmistakable form.

**§ 8 travel expenses and expenses**

Travel costs and expenses as well as other expenses that venITure must incur for the implementation of the contract will be reimbursed in an appropriate amount, at least according to the tax flat rates, unless the parties agree otherwise.

**§ 9 Contractual Penalty**

For each case of a breach of contract, VP undertakes to pay a contractual penalty. This applies in particular to a violation of paragraphs 5 and 6 of this agreement. For each case of non-compliance with the obligation assumed there, the agreed contractual penalty amounts to € 10,000.00. venITure reserves the right to do so

one beyond that  
To assert damage to VP.

**§ 10 liability**

- venITure is not liable for the loss of data caused by technical failures, interrupted data transfers or other problems related to technical failures, unless these are caused by venITure and venITure can be proven to have acted with intent or gross negligence.
- In the same way, venITure is not liable in the event that the venITure services are technically available through no fault of

venITure cannot be implemented, for example in the case of necessary or safety-related maintenance and in the event of force majeure.

3. VP is obliged to take the current, customary security measures (building backups) on your own responsibility. Should VP fail to do this and result in damage, venITure will not be held liable. Both parties are aware that individual services

4th requested by venITure can entail an increased risk of data loss and / or operational disruptions, for example when installing updates, even if venITure is down unless it can be proven that venITure acted with intent or gross negligence.

5. If venITure does not provide services in accordance with the contract and venITure is responsible for this, venITure is obliged to render the poor service in full or in part within a reasonable period of time in accordance with the contract without incurring additional costs for VP. However, this obligation only exists if VP notifies venITure of the poor performance in writing and immediately within two weeks of the end of the activity at the latest, whereby the point in time at which venITure has performed the poor performance is decisive .

6th VenITure is liable for damages - regardless of the legal reason, with the exception of the following provisions only in the event of willful intent and gross negligence. This does not apply:

- For damage resulting from injury to life, limb or health
- For damage from the violation of a cardinal contract obligation (obligation, whose fulfillment of the proper Enables proper execution of the contract at all, and on compliance with which the contractual partner relies and may trust). In this case venITure's liability is limited to the replacement of the foreseeable typical-wise occurring damage.

7th The above limitation of liability Comments do not apply if venITure has fraudulently concealed a poor performance. The same applies to any claims by VP under the Product Liability Act.

8th. Should venITure be liable according to the above conditions or for other reasons, the parties agree on a limitation of liability to an amount of

- € 5 million for personal injury and property damage,
- € 3 million for financial loss,
- 25,000.00 € for violations of the confidentiality agreement and the prohibition of competition,
- € 250,000.00 for cyber and data damage,
- € 250,000.00 for breach of trust.

**§ 11 customer reference**

After the CP has placed the order to provide the services, venITure can publicly name the CP as a customer, including naming the CP including the company logo and naming the customers of the CP associated with the contract on the website and in marketing materials from venITure. After the project has been completed, venITure can publish a press release and a success story. The publication of a press release or a success story requires a review and approval of the VP. The VP is available as a reference for potential customers of venITure.

**§ 12 Other regulations**

1. Unless expressly agreed otherwise, all prices are exclusive of statutory VAT at the currently applicable rate.
2. The contracting parties provide the written form for your business relationship requirement. This also applies to any changes to this clause. The written form is also maintained in the case of e-mail traffic.

3. Should one or more provisions of these terms and conditions be or become ineffective or contain a loophole, this does not render the remaining provisions ineffective. Instead of an ineffective provision, the parties agree to determine a regulation for their contractual relationship while observing the statutory provisions of the agreed purpose of regulation

comes closest. In the event of a loophole, this should be supplemented by the provision that comes closest to the actual or presumed will of the contractual partner.

- 4th Insofar as legally permissible, the exclusive - also international - place of jurisdiction for everyone arising from the contractual relationship directly or indirect litigation venITure's head office is Cologne. This does not affect venITure's right to take legal action at VP's general place of jurisdiction.
5. The law of the Federal Republic of Germany applies to these terms and conditions and all legal relationships between VP and venITure, excluding international law, in particular the UN sales law.