Special Part

Terms for contracts for work

1. Object of the contract and service performance

1.1 These terms for contracts for work apply exclusively performed under section 631 et. seqq. of the German Civil Code (BGB).

1.2 Beta Systems IAM shall only owe a specific result (success), insofar as

a) the essential criteria were defined specifically and conclusively in the specification and have been agreed to by the parties (agreed performance criteria) and

b) Customer meets its duties to cooperate in a timely and proper fashion. unless Customer's failure to cooperate does not impact the performance of the services.

1.3 Beta Systems IAM shall only provide analysis, planning and consultancy services for the specification on the basis of a separate agreement. Insofar as Beta Systrems IAM is obliged to provide the specification, the specification is based on Customer's technical and functional requirements as defined by Customer. The specification particulary sets out the agreed performance criteria (1.2 a) conclusively and any test criteria to be applied to such performance criteria. Changes to the specification shall only be made in accordance with section 4. If not already agreed in the specification, the parties shall decide in good time before the agreed start of the performance the test agents. As an exception, the parties may agree on test agents in the course of the project in case Beta Systems IAM explicitly agreed to do so. Should the test agents not be agreed in good time, Beta Systems IAM may specify binding suitable test agents. Customer's interests will be considered adequately in this process.

2. Cooperation of the contractual partners

2.1 Customer and Beta Systems IAM shall each name a responsible contact. Unless agreed to the contrary, any communication between Customer and Beta Systems IAM shall be made through these contacts. The contacts must be in a position to make necessary decisions without delay or ensure that they are made without delay and must be available to provide any necessary information. Any decisions must be documented in writing.

2.2 Customer shall not solicit or entice employees away from Beta Systems IAM by making active efforts to do so. This non-compete agreement shall end one year after the services have been rendered by Beta Systems IAM. In the event of breach a penalty of EUR 30,000.00 shall become payable for each individual breach. The right to claim further damages remains uneffected.

3. Duties to collaborate

3.1 Customer shall ensure that any documents, information and data required by Beta Systems IAM which are necessary to provide the services are made available in full, correctly, promptly and free of charge, except if they are to be provided by Beta Systems IAM. Beta Systems IAM may assume that these documents, information and data are complete and accurate, unless Beta Systems IAM identifies or should have identified that they are incomplete or incorrect.

3.2 Customer shall ensure that qualified personnel is available to support Beta Systems IAM.

3.3 Customer shall provide all collaboration that Beta Systems IAM requires in connection with the performance of the Individual Agreement and shall put in place in its business environment all the conditions necessary for the proper performance of the services. If it is agreed in the Individual Agreement that services may be provided at Customer's site, Customer undertakes to provide all collaboration and equipment needed for the performance of the services, such as sufficient work stations and IT-infrastructure free of charge.

3.4 Customer shall provide the test agents defined in section 1.3 in due time, insofar as it is agreed that they should be provided by Customer. Should Customer be in default of delivery Beta Systems IAM shall be entitled to produce or procure such test agents at Customer's expense. As a consequence of default any specified times for delivery of goods and provision of services are suspended.

3.5 Customer must offer reasonable support to Beta Systems IAM to remedy any defects. In particular, Customer shall grant Beta Systems IAM remote access to its IT-systems and shall provide appropriate analysis material, where necessary and reasonably acceptable to Customer.

3.6 Further duties to collaborate may be specified in the Individual Agreement. Customer undertakes to provide all collaborative duties needed for the performance of the Individual Agreement unless it would be unreasonable to require Customer to do so.

3.7 If Customer fails to fulfil its duties to collaborate or fails to fulfil these in a timely and sufficient manner, Customer bears all consequences such as delays and costs resulting from breach of its duties. Beta Systems IAM' right to claim further damages remains unaffected.

4. Change requests

4.1 Both parties may propose changes to the specification (see 1.3) and service performance. Unless agreed otherwise, the following procedure shall apply:

4.2 Beta Systems IAM will screen any change request by Customer and will notify Customer, whether a substantial review of the change request is necessary or not.

4.3 If a substantial review of the change request is necessary, Beta Systems IAM shall give reasonable notice of the time likely to be required and of any fees involved. Customer will inform Beta Systems IAM whether the order for a review is placed or not within a reasonable timeframe.

4.4 If a substantial review of the change request is not required or the ordered review is complete, Beta Systems shall either

a) notify Customer, that the change request cannot be performed as part of the agreed services by Beta Systems IAM or

b) submit an offer for implementing the changes (quotation for changes) in writing or by e-mail. The quotation for changes shall contain, in particular, the changes to the specification and the impact on the period of performance, the planned delivery dates, the test agents and the remuneration.

4.5 Customer shall either reject a quotation for changes within the acceptance period (binding period) mentioned therein, or state acceptance in writing. The performance of services will be continued on the basis of the existing contractual terms until the quotation for changes is accepted. Beta Systems IAM and the Customer may agree that services affected by a change request may be suspended until the review of the change request has been completed or – in case a quotation for changes is being submitted – until the end of the binding period. The specified period of performance shall be extended by the number of calendar days, on which performance of services connected with the change request or its review was interrupted. Beta Systems IAM is entitled to reasonable remuneration for the period of the interruption, unless Beta Systems IAM is able to employ its staff affected elsewhere or has maliciously omitted to to do so.

4.6 Upon Beta Systems IAM' request the change process shall be documented in writing. Any change to the specification must be agreed in writing by authorized members of staff (usually a member of the board or project manager).

4.7 Sections 4.2 to 4.7 shall apply accordingly for any change requests by Beta Systems IAM.

4.8 Any change requests must be addressed to the other party's contact (2.1).

5. Rights of use

The rights of use are specified in the Individual Agreement.

6. Acceptance

6.1 Customer may test the contract work within 14 days following submission of the contract work for acceptance by Beta Systems IAM (test period). Upon expiration of the test period and subject to the provisions set out below, Customer shall either declare acceptance in writing (if applicable, by listing any defects which do not give grounds for withholding acceptance), or Customer shall give notice of the defects which give grounds for withholding acceptance. The acceptance test and the acceptability of the contract work are based solely on the agreed test agents. Unless agreed otherwise, a reported defect will be assigned to one of the following categories:

   a) Category 1:

   The contract work has a defect that renders its use impossible or only permits it with serious restrictions

   b) Category 2:

   The contract work has a defect that restricts its use without being a category 1 defect

   c) Category 3:

   The contract work has a defect that only slightly restricts its use.

6.2 In the event of a category 1 defect, Customer may refuse to give a declaration of acceptance. This also applies, if several category 2 defects together result in a category 1 defect (6.1 a). Beta Systems IAM shall remedy any properly reported category 1 defects within a reasonable period of time, so that there are no longer any category 1 defects. If the acceptance test cannot be properly continued due to such a defect, its effects or its rectification, the acceptance period for the affected goods and services shall be reasonably extended.

6.3 Subsequent acceptance tests for new subsets shall not affect any partial acceptances already declared. The same applies to acceptance tests already carried out, unless these are affected by a defect or its rectification.

6.4 The contract work shall be deemed fit for acceptance, if there are no category 1 defects. In that case, Customer shall declare acceptance immediately after any tests have been completed, though at the latest at the end of the test period. Defects which do not give grounds for withholding acceptance will be listed in the acceptance protocol and will be remedied by Beta Systems IAM within the scope of the warranty.

6.5 The contract work shall be deemed to have been accepted,

   a) if Customer takes the goods and services into use other than for test purposes, or

   b) if Customer does not give notice of acceptance or of defects upon expiration of the test period in accordance with section 6.1.

6.6 Unless agreed otherwise, definable subsets may also be accepted in accordance with these rules.

7. Warranty Claims

7.1 For warranty claims section 6 of Beta Systems IAMs' General Terms and Conditions – General Part shall apply in accordance with the following particular provisions:

7.2 Claims for defects presuppose that the contract work does not meet the expressly agreed qualities as defined in the specification. Where no qualities have been agreed, Beta Systems IAM warrants that the contract work is suitable for the use envisaged in the contract, or else is suitable for the customary use and is of a quality that is customary in works of the same type and that the Customer may expect in view of the type of work.

7.3 The statute-of-limitations shall begin with acceptance of the contract work, in case of partial acceptance with the respective partial acceptance.

8. Final provisions

In addition, the provisions of the General Part of the General Terms and Conditions of Beta Systems IAM Software AG, Version 05/21 shall apply.