

GENERAL TERMS AND CONDITIONS

Supplement: SPECIAL TERMS AND CONDITIONS FOR CONSULTING AND OTHER PROFESSIONAL SERVICES

TABLE OF CONTENT:

1. SCOPE OF APPLICATION	2
2. GENERAL RESPONSIBILITIES OF THE SUPPLIER	2
3. GENERAL RESPONSIBILITIES OF THE CUSTOMER	2
4. SERVICE AND ACCEPTANCE OF ITS RESULTS	2
5. RIGHTS TO THE RESULTS OF THE SERVICE	3
6. PRICES AND CHARGES AND THEIR CHANGES	3
7. VALIDITY AND TERMINATION	3
8. RECRUITMENT RESTRICTION	3

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1. SCOPE OF APPLICATION

- 1.1 These special terms and conditions shall be applied to a contract on information technology consulting and other professional services made for a fixed period, until further notice or for the performance of a specified work and they supplement the General Terms and Conditions of sapXPerience GmbH. In case of discrepancy between these special terms and conditions and the General Terms and Conditions, these special terms and conditions shall prevail.
- 1.2 The tasks included in the professional services and their time schedule shall be specified in the agreement.

2. GENERAL RESPONSIBILITIES OF THE SUPPLIER

- 2.1 The supplier undertakes to perform the professional services in conformity with the agreement, with due care and the professional skills required for the service.

3. GENERAL RESPONSIBILITIES OF THE CUSTOMER

- 3.1 The customer undertakes to perform in conformity with the agreement and with due care the tasks and measures for which he is responsible. The customer shall provide the supplier with the correct information necessary to perform the service in the agreed manner. The customer shall be responsible for the information and instructions given to the supplier.

4. SERVICE AND ACCEPTANCE OF ITS RESULTS

- 4.1 The professional service shall be performed by using the supplier's working methods.
- 4.2 Each party shall reserve the necessary working space and tools for the performance of the service.
- 4.3 Each party shall contribute to the performance of the professional service with respect to factors which are under the command or control of that party. Each party undertakes for its own part to make without delay the decisions necessary for the performance of the professional service.
- 4.4 The supplier shall report to the customer on the progress of the service as specified in the agreement. Unless otherwise agreed in writing, the supplier shall report on the progress of the service in writing at least once every month and in the final report. If the service has not been contracted to be performed for a fixed price, the supplier shall also give information on the working time used.
- 4.5 The customer shall without undue delay give its acceptance or observations to the supplier's written notice, intermediate and final report regarding the progress of the service and to the results of the professional service furnished by the supplier to the customer. If the customer does not make a written remark within seven (7) days from receipt of the notice or intermediate report, the work included in the notice or intermediate report shall be deemed as accepted. The work included in the final report or the results of the service furnished by the supplier to the customer shall be correspondingly deemed as accepted if the customer does not make a written complaint within thirty (30) days from the receipt of the final report or results. If a final report or furnishings of the results of the professional service are not included in the professional service, the service shall be deemed as accepted if the customer has not made a written complaint within thirty (30) days of the performance of the service.
- 4.6 If it has been agreed that the supplier is entitled to use only a person specified in the agreement for the performance of the professional service and the person is for a reason beyond the control of the supplier, e.g., change of employment, prolonged illness or other comparable reason not available for the performance of the professional service in conformity with the agreement, the supplier shall have an obligation to assign another person with corresponding skills for the performance of the service in question. If the supplier cannot propose a new person or the customer does not accept the new person proposed by the supplier for a valid reason, either party shall have the right to terminate the professional service with immediate effect by giving written notice to the other party. In this case, neither party shall have the right to present any claims against the other party based on the termination of the professional service except that the supplier shall have the right to receive payment in accordance with the agreement for the professional service performed prior to the termination in return

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for the customer's receiving from the supplier the results of the professional service performed prior to the termination of the service.

- 4.7 The supplier's liability for errors in the professional service shall be limited to correction of the error or repeating the service at its own expense provided that the customer informs the supplier in writing of the error within the time limit for acceptance specified in the section 4.5.

5. RIGHTS TO THE RESULTS OF THE SERVICE

- 5.1 The customer shall have the right to use in his internal operations the documents and other results produced as a result of the professional service. The above-mentioned right of use shall include a free right for the customer to copy and use the documents and other results produced as a result of the professional service as a basis for further work, and the right to make changes to them or have them otherwise modified. The customer may not sell or otherwise transfer the documents and other results produced as a result of the professional service to a third party except for the above-mentioned purpose. Copyrights and other intellectual property rights to the documents and other results produced as a result of the professional service and the changes thereof shall belong to the supplier.
- 5.2 This agreement shall not affect the rights related to such materials which the parties furnish each other for the performance of the professional service.

6. PRICES AND CHARGES AND THEIR CHANGES

- 6.1 Unless otherwise agreed in writing, the supplier shall invoice the professional services monthly in arrears.
- 6.2 The supplier shall be entitled to charge fifty percent of the agreed hourly charge for the travel time of the travels necessitated by the professional service and exceeding 30 kilometres. If the travel back and forth is less than 30 kilometres, the travel time will not be invoiced.
- 6.3 If, at the order of the customer, the professional service is performed outside the supplier's normal working hours, the supplier shall be entitled to charge the additional charges specified in the supplier's current price list.

7. VALIDITY AND TERMINATION

- 7.1 The agreement on professional services contracted for a fixed period shall expire without a separate notice upon the expiration of the time period and the agreement on a specific professional service shall expire after the tasks related thereto have been performed.
- 7.2 Unless otherwise agreed in writing, either party may terminate an agreement on professional services contracted until further notice by giving one (1) month's written notice.

8. RECRUITMENT RESTRICTION

- 8.1 Unless otherwise agreed in writing, neither party may engage a person who is or has been in the service of the other party and performs or has performed important tasks relating to the professional service in question, or enter into any other agreement or other arrangement, whose purpose is to obtain the work contribution of the person in question, until six (6) months have passed from the termination or expiration of the professional service or employment in question, whichever first occurs.
- 8.2 In case of a breach of the recruitment restriction specified in section 8.1 above, the party in breach shall be liable to pay to the other party in liquidated damages an amount corresponding to the gross salary of the person in question for the previous six (6) months period.
- 8.3 The recruitment restriction shall, however, not be applied if the employment of the person in question has been terminated due to a reason attributable to the employer.