

Supplementary Terms applying to Service Agreements with Stemmer GmbH (version as of September 2009)

The following Supplementary Terms apply to all Service Agreements concluded with us **in addition to our General Terms and Conditions**:

1. Subject Matter

These Supplementary Terms apply to all Service Agreements concluded with us on advisory and development services in the IT sector.

2. Fees

- 2.1 The fees payable by the Customer depend on our actual time and costs, whereby the Customer may choose between various qualification profiles of the staff to be deployed. For the individual man-days worked by the staff concerned, the daily rates shall apply that are agreed between the parties and documented in our order confirmation.
- 2.2 One man-day covers eight hours of work by a member of our staff. Performance is rendered on business days only, i.e. from 7 a.m. until 7 p.m. Mondays to Fridays (excluding public holidays). We shall only provide services at other times if an agreement to this effect has been reached providing for payment by the Customer the normal surcharges for overtime and for work done on Saturdays, Sundays and public holidays.
- 2.3 Unless otherwise agreed in an individual Service Agreement, the Customer is also obliged to pay any and all travelling expenses and accommodation costs incurred, as well as any other allowances for our staff working on location. Such amounts shall be calculated on the basis of the rates for travelling expenses and allowances that are individually agreed between the parties or – if no such agreement has been reached – depending on the reasonable time and costs actually expended.

3. Work Results, Granting of Rights

- 3.1 Whenever we or a member of our staff create or process a work result during the rendering of the contractual services, the Customer shall be granted the non-exclusive, non-transferable right to use said work result without restriction for its own purposes. In particular, the Customer is granted the right to process, redesign, translate and copy same any number of times on all known data carriers and in its own network, but it is not granted the right to circulate the work result either in its original form or in an adapted form, nor is it given the right to grant sub-licenses to third parties.
- 3.2 We are entitled to use pursuant to Section 3.1 above in any manner and for our own purposes all and any procedural techniques, development tools, software components and work results which we or a member of our staff create during the rendering of the contractual services.