

## General Terms and Conditions for Planning, Consulting Services and Support

(as of 01 July 2019)

### 1 Cooperation by the Parties to the Contract

- 1.1 Unify (depending on which is the contracting entity either: Unify Software and Solutions GmbH & Co. KG or Unify Communications and Collaboration GmbH & Co. KG - in the following: Unify) will perform the agreed work with care and on time. Unify, however, is entitled to use subcontractors.
- 1.2 Unify will also perform work on the customer's premises insofar as this is necessary for fulfillment of the contract.
- 1.3 These terms and conditions apply exclusively; any terms and conditions provided by the customer that contradict or deviate from the Unify terms and conditions shall not be acknowledged by Unify unless Unify agreed to in writing. These terms and conditions shall also apply to the provision of any and all services by Unify to the customer, notwithstanding any previously existing, contradicting or deviating terms and conditions of the customer.
- 1.4 Each party to the contract nominates to the other a responsible, well-informed member of staff who is able to provide the information that is necessary to complete this contract and is able to either make decisions or arrange for them to be made.
- 1.5 Unify may mention the customer as a reference to third parties.
- 1.6 Unify will perform its work using the normal rules of technology applicable at the time of completion of the contract insofar as compliance with special rules of technology is not agreed in the Performance Description.
- 1.7 The customer will do everything necessary in order that Unify can start with the work on time and can complete it without hindrance or interruption. In particular, where necessary for completion of the work within the meaning of this contract, he will make available at his own cost:
  - unrestricted access at all times to all of his sites, buildings, switching stations and rooms etc.,
  - all relevant information, data and documents requested by Unify, in particular existing system documentation, service manuals, operating regulations, building descriptions and ground plans and in addition programming devices, measurement and test equipment and tools,
  - access to hardware and software of the respective information and communication systems,
  - a trunk connection of the public telephone dialing network in the vicinity of the equipment and the technically necessary transmission equipment,
  - appropriate protective measures against theft, damage, destruction and other negative effects on Unify property stored at the work location.
- 1.8 Obtaining necessary, e.g. official, approvals applies itself to the customer.
- 1.9 The customer will contribute thereto by fulfillment of his cooperation responsibilities, that Unify is entitled to carry out the necessary work and measures himself, or to have them carried out by a third party, at the customer's cost.

### 2 Changes to the Scope of the Work, Delays in the Work Sequence

- 2.1 If Unify is hindered in performing the work by circumstances

of any nature it will inform the customer of this without delay in writing. Unify will settle these performances after expenditure, provided that no divergent agreement was met.

- 2.2 Each party to the contract is entitled to submit written change requests in respect of the agreed work during the duration of this contract.
- 2.3 In the case of written change requests from the customer Unify will respond within an appropriate time as to whether the changes can be performed and what effects this has on the work to be performed, in particular on the schedule and payment.
- 2.4 Where Unify submits change requests the customer is responsible for advising within an appropriate time whether he agrees with the proposed changes. Unify will continue with the work on the basis of the signed contract until notification by the customer.

### 3 Seminars, Workshops: Displacement of Dates, Cancellation

The following regulations of this paragraph apply exclusively to information and training arrangements, as for example seminars, Workshops and forums.

- 3.1 With the non-attainment of a fewest number of subscribers or an overbooking Unify will offer an alternative appointment to the customer.  
If the customer should not be able to attend to this alternative appointment, he can withdraw from the contract free of charge. Already paid fees will be refunded to the customer.
- 3.2 With cancellation of the contract to 10 working days before the beginning of the arrangement, Unify charges a handling fee of 50,- EUR plus the respective value added tax. Afterwards or with nonappearance Unify charges the whole arrangement fee. However, the customer has the possibility to designate another participant at any time before the start of the seminar.

### 4 Working Hours, Use of Personnel

- 4.1 Unify will perform the agreed work for the customer during its normal working hours. These are Monday to Friday from 8:00 AM to 4:00 PM with the exception of public holidays.
- 4.2 The Unify staff do not enter into any employment relationship with the customer, including where they work on his premises. The right to instruct and direct the dispatched staff in technical terms is retained by Unify and its subcontractors.
- 4.3 The customer will exclusively pass requests regarding the work to be performed to the responsible member of staff nominated by Unify in accordance with paragraph 1.1.
- 4.4 Unify reserves the right to decide on the assignment of the dispatched staff. This affects in particular the selection of the employees used, the ordering of working hours and overtime, the definition of vacation, the carrying out of presence checks and the monitoring of the work sequences.
- 4.5 If in connection with this contract a legal working relationship should develop between Unify and customer staff as the result of a compulsory legal regulation, the customer assumes all additional costs which result from this for Unify except in the case where the takeover of the staff has been

explicitly agreed.

## **5 Work Results, Acceptance, Rights of Use**

- 5.1 On handover of the work results in the form of completion documentation to the customer the work is regarded as completed and as having been performed correctly.
- 5.2 Where an acceptance has been agreed for the work or partial acceptances for individual elements of the work the respective work results will be available to the customer for acceptance for a period of one calendar week from the handover.  
The work is regarded as accepted if
  - the customer confirms compliance with the contractual agreements and the absence of errors, or
  - the customer does not complain in writing about significant or gross defects during the acceptance period, or
  - the customer uses the work results following expiry of the acceptance period.
- 5.3 All work results created within the scope of this contract are protected by copyright. Unify grants the customer the non-exclusive, non-transferable right to use the work results for the contractually specified purposes. The customer will only copy and forward the work results and documents following previous written agreement by Unify.
- 5.4 Unify will keep documents and objects of every sort, which are work results, for the customer until delivery.
- 5.5 Minutes, documentation and similar documents which have been passed to the customer within the scope of this contract remain the property of Unify and/or its subcontractors and are to be returned on request within an appropriate period following the end of the contract.

## **6 Deadlines for deliveries; delay**

- 6.1 Adherence to deadlines is conditional on prompt arrival of all the documentation, necessary approvals and releases to be supplied by the customer, in particular of plans, and on adherence to the agreed payment conditions and other obligations by the customer. If these requirements are not met in good time, the deadlines are extended appropriately; this does not apply if Unify is responsible for the delay.
- 6.2 If non-adherence to the deadlines is attributable to force majeure, e.g. mobilization, war, civil unrest or similar events, e.g. strike, lockout, the deadlines are extended appropriately.
- 6.3 If Unify causes the delay, the customer – provided they can substantiate that they have sustained damage because of this delay – has the right to claim damages for each complete week of the delay amounting to 0.5 %, but at most 5 % of the price for each part of the services that could not be used for its intended purpose as a result of the delays.
- 6.4 Customer's claims for damages due to delayed services as well as claims for damages *in lieu of* performance exceeding the limits specified in Para. 6.3, are excluded in all cases of late services, even after expiry of any extended delivery deadline for service set by Unify. This does not apply where there is mandatory liability in the case of intent, gross negligent breach of duty or because of injury to life, body or health. The customer can only withdraw from the contract within the framework of the legal provisions where Unify has caused the delay in deliveries.  
A change in the burden of proof to the disadvantage of the

customer is not associated with these regulations.

- 6.5 The customer is obliged, at the request of Unify, to declare within an appropriate time, whether they are withdrawing from the contract because of the delay to services, continuing to insist on delivery and/or which of the claims or rights due to them they are enforcing.

## **7 Terms of Payment, Offsetting**

- 7.1 Payments fall due on completion of the respective services and are payable within 10 days after the invoice has been received by the customer. Unify reserves the right to render intermediate settlements.
- 7.2 In the case that no flat-rate fees are agreed, Unify will charge their services based on effort for working time, travel time and waiting time at their respectively valid list prices. In the case of charging based on hourly or monthly rates started working hours or months will be charged at a proportion of the relevant rate. Special rates apply for work to be performed outside normal. The customer will reimburse ancillary costs, e.g. telephone costs, and costs for necessary travel and any necessary overnight stays. The payments have to be paid within 10 days after performance of the work and receipt of the invoice by the customer. Unify reserves the right to submit intermediate invoices.
- 7.3 The customer may at any time before signing a contract ask for the valid list prices if they are not known to him. On customer's request Unify will provide the respective applicable price lists.
- 7.4 The customer is only entitled to offset or retain due payments if Unify has expressly agreed this in writing or if the counterclaims are uncontested or have been determined to be valid in law.

## **8 Termination**

- 8.1 Each party to the contract has the right to terminate the contract for a significant reason. Prior to such termination, however, the parties to the contract will give each other an appropriate opportunity to resolve the reason for termination insofar as this can be expected of them.
- 8.2 If the contract is terminated for a reason for which the customer is responsible or if the customer terminates the contract for a reason for which neither of the parties of the contract is responsible then Unify will receive the agreed payment. Unify must, however, allow that sum which it saves in terms of expenses as a result of the termination of the contract to be offset.
- 8.3 The same applies if the work to be performed has become impossible for a reason for which Unify is not responsible.
- 8.4 If Unify is responsible for the termination then Unify has only a right to payment of the work performed up to the termination of the contract if the results of this work are used by the customer.

## **9 Confidentiality, Data Protection**

- 9.1 Unify and the customer will maintain secrecy in relation to third parties in respect of all information, business activities and documents which become known to them in connection with this contract and which have been identified to them as being confidential, except where this information has already become public knowledge in some other way.  
This obligation also remains in effect following the end of this contract. Unify and the customer will place employees in their respective companies who are affected by this contract

under a corresponding obligation.

- 9.2 Unify shall be entitled to pass on Information to subcontractors provided that such subcontractors are bound by an obligation of secrecy equivalent to this provision.
- 9.3 In relation to the performance to be rendered in the individual case Unify shall be entitled to access and process the databases available at the Customer, including personal data.
- 9.4 If personal data is processed Unify shall render said performance through employees who are bound by the data secrecy under Paragraph 5 of the Federal Data Protection Act (Bundesdatenschutzgesetz) and the telecommunications secrecy under Paragraph 88 of the Telecommunications Act (Telekommunikationsgesetz). When working together with subcontractors Unify shall impose an obligation on said subcontractors in accordance with the data protection provisions of this Agreement.
- 9.5 Insofar as data related to persons are stored or otherwise processed Unify will observe instructions from the customer and take the necessary technical and organizational measures to protect this data against misuse. These obligations also remain in effect following the end of the contract.
- 9.6 Unify's liability for breaches of data protection shall be excluded if Unify acted in accordance with a direction from the Customer.
- 9.7 Unify shall process the data obtained exclusively for the purposes of rendering the performance and shall delete such data from Unify's systems if no longer needed for said purpose.
- 9.8 Unify shall be entitled to forward personal data to subcontractors if said forwarding is necessary to carry out the performance. If forwarded to subcontractors outside the EU/EEC Unify shall take care that there is a level of data protection in place that satisfies the data protection rules of the European Union.
- 9.9 The Customer shall be responsible for all statutorily required preconditions being met (e.g. by obtaining declarations of consent or observing rights of co-determination) so that in this regard also Unify can render the agreed performance without infringing any law.

## 10 Bad workmanship

- 10.1 Unify binds to reproduce incorrect performances within the time limit defined in Para 13.1.
- 10.2 Initially Unify is to be given the opportunity to fulfil the requirement within the appropriate period. With points of criticism, the customer may withhold payments to an extent which is appropriate to the incorrect performances that has arisen. The customer can only withhold payments if a point of criticism has been validated, and about which there can be no doubt. If the point of criticism was unjustified, Unify is entitled to demand recompense from the customer for any expenses incurred.

## 11 Liability on the part of Unify

- 11.1 Unify bears unlimited liability for the violation of life, body or health for which it is responsible and for material damage for which it is to blame, shall pay compensation to repair the damage up to an amount of 100.000,- EUR for each instance of damage. For damage to data media material the compensation obligation does not include the expense of

restoring lost data and information.

- 11.2 Further customer claims for damages and expenses (hereinafter: Compensation claims), regardless of the legal reason for them, in particular because of violation of obligations from the contract and from impermissible handling, are excluded.
- 11.3 This does not apply where liability of mandatory, e.g. in accordance with the product liability law, in the case of intent, gross negligent breach of duty, in cases of danger to life, body or health, as a result of accepting a guarantee for the nature of a thing, or the guileful hiding of a deficiency or the violation of major contract obligations. Compensation for violation of major contract obligations is however limited to the damage that is typical of the contract and foreseeable where there is no intent or gross negligent breach of duty.
- 11.4 This does not involve any change in the burden of proof to the disadvantage of the customer.

## 12 Commercial protected rights and proprietary rights; Legal deficiencies

- 12.1 Unless otherwise agreed, Unify is obliged to make the services free from commercial protected rights and proprietary rights of third parties (hereinafter: proprietary rights) solely in the country of service. Where a third party makes justified claims against the customer because the infringement of protected rights by services made by Unify and used in accordance with the contract, Unify has liability to the customer within the period defined in Para. 10.1 as follows:
  - 12.1.1 Unify shall, at its discretion, at its own expense either obtain a right of usage for the services concerned, change them so that the protected right is not infringed, or replace them. If this is not possible for Unify under the appropriate conditions, the customer is given the legal right of withdrawal or reduction. The customer cannot claim compensation for any wasted expenditure.
  - 12.1.2 The obligations of Unify stated here only exist provided the customer informs Unify without delay in writing about and claims enforced by third parties, does not admit an infringement and if Unify retains the right to all defensive actions and comparative negotiations. If the customer ceases to use the services to limit damages or for other important reasons, they are obliged to indicate to the third party that ceasing to use the services does not amount to an admitting infringements of protected rights.
- 12.2 Claims by the customer are excluded where the customer is responsible for infringing the protected rights.
- 12.3 Claims by the customer are further excluded, where the protected rights have been infringed by specific customer requirements, by the services being used in a way that could not have been foreseen by Unify or where caused by the customer changing the services using it in conjunction with products not supplied by Unify.
- 12.4 Further claims or other claims of the customer than those regulated in this Para. 12, regardless of the legal reason, against Unify and those parties helping to fulfil the contract, because of a deficiency are excluded, as far as there is no mandatory liability because of the case of intent or a gross negligent breach of duty or because of the violation of life,

body or health or because of the guarantee of the absence of a deficiency. A change of the burden of proof to the disadvantage of the customer is not associated with the preceding regulations.

### **13 Limitation**

- 13.1 The customer's claims expire after 12 months.
- 13.2 This does not apply in the case of intent, gross negligent breach of duty, as well as in the case of the guileful hiding of a deficiency or for claims in accordance with the product liability law.
- 13.3 Further claims or other claims of the customer than those regulated in this Para. 13, regardless of the legal reason, against Unify and those parties helping to fulfil the contract, because of a deficiency are excluded, as far as there is no mandatory liability because of the case of intent or a gross negligent breach of duty or because of the violation of life, body or health or because of the guarantee of the absence of a deficiency. A change of the burden of proof to the disadvantage of the customer is not associated with the preceding regulations.

### **14 Legally ineffective stipulations**

Should individual stipulations of this contract be legally ineffective or incapable of being applied for legal reasons the validity of the remainder of the contract remains unaffected. In such cases the parties to the contract will reach an agreement which replaces the stipulation in question with an effective stipulation which in economic terms is as equivalent as possible.

### **15 Export approvals,**

- 15.1 Unify's obligations are subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.
- 15.2 If the customer transfers goods (for the purpose of this clause goods refers to hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Unify, or works or services (including all kinds of technical support) performed by Unify, to a third party, or if the customer reexports such goods, works or services, the customer shall comply with all applicable national and international export/re-export control regulations of the Federal Republic of Germany, the European Union, the USA and with the applicable national export law.
- 15.3 Prior to any transfer or export/re-export of goods, works or services, the customer shall in particular check and guarantee by appropriate measures that
  - there will be no infringement of an embargo imposed by the Federal Republic of Germany and/or the European

Union and/or the United States of America and/ or the United Nations by such transfer or export, by brokering of agreements concerning those goods, works or services or by provision of other economic resources in connection with those goods, works or services, also considering the limitations of domestic business and prohibitions of by-passing those embargos;

- such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless the customer has obtained the required authorization;
  - the customer is in compliance with the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein.
- 15.4 If required to enable the relevant authorities or Unify to conduct export control checks, the customer, upon Unify's request, shall promptly provide Unify with all relevant information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Unify, as well as any export control restrictions existing.
  - 15.5 The customer shall indemnify and hold harmless Unify from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by the customer, and the customer shall compensate Unify for all losses and expenses resulting thereof.
- ### **16 Collateral Agreements, Transfer of Contractual Rights and Obligations, Collateral Agreements, Place of Jurisdiction**
- 16.1 Collateral agreements must be made in writing.
  - 16.2 Unify may transfer the rights and obligations arising from this contract to a third party. Such transfer will not be effective if the customer objects in writing within 4 weeks following receipt of a corresponding notification; Unify will refer to this in the notification.
  - 16.3 This contract is governed by substantive German law under exclusion of the conflict of laws provisions and of the UN Convention on Contracts for the International Sale of Goods (CISG).
  - 16.4 If the customer is a registered merchant under German law ("Kaufmann" in terms of HGB), the court of jurisdiction shall be Munich, Germany.
  - 16.5 If there is any ambiguity, discrepancy, inaccuracy or inconsistency between relevant provisions of these General Terms and Conditions and any provisions of the German translation hereto available at Unify, the provisions of such German translation shall prevail.