

SCHEMA ST4 - General terms and conditions for services of Quanos Content Solutions GmbH [2020-11]

§ 1 Scope

These general terms and conditions cover the provision of services by Quanos Content Solutions GmbH.

§ 2 Defence clause

If the Client has its own general terms and conditions, the contract will come into force even in the absence of any express agreement about the application of the different terms and conditions. If the different terms and conditions have the same content, these are deemed to be agreed. Contradictory individual clauses shall be dealt with under the provisions of standard German contract law. The same applies in the event that the general terms and conditions of the Client contain provisions that are not included in these general terms and conditions. Should these general terms and conditions contain provisions that are not included in the general terms and conditions of the Client, these general terms and conditions shall apply.

§ 3 Integral parts of the contract

The integral parts of the contract appear in the following order:

1. the offer prepared by Quanos Content Solutions including the service description
2. these general terms and conditions

§ 4 Performance of the services

1. Time of performance
Quanos Content Solutions shall perform the agreed services during normal working hours, from Monday to Friday between 9:00 and 17:00, with the exception of public holidays. Additional services provided outside of these times are to be agreed and paid for by special arrangement.
2. Support service
Quanos Content Solutions services are intended exclusively to support the Client in carrying out a project for which the Client carries sole responsibility. Consequently, Quanos Content Solutions accepts no responsibility for achieving a specific result through the provision of its services.
3. Workspace
If Quanos Content Solutions employees are working on site, the Client will provide suitable facilities for the Quanos Content Solutions employees working there, including storage for papers, documentation and data carriers.
4. Work equipment
Upon request, the Client will provide Quanos Content Solutions with sufficient working equipment at no additional charge; give Quanos Content Solutions employees access to any information necessary for their work; and provide them with all requisite information in good time.
5. Quanos Content Solutions employees
Quanos Content Solutions has sole responsibility for training, instructing and supervising Quanos Content Solutions staff and for issuing individual instructions. These employees will always remain separate from the Client company

and work organisation. The Client also has no right to insist that the services be provided by a specific Quanos Content Solutions employee.

§ 5 Client duty to cooperate

The Client duty to cooperate is described in detail in the offer.

The Client guarantees that it will cooperate as required, in good time, to the required extent and at no cost to Quanos Content Solutions. The Client cooperation is a fundamental contractual obligation.

Data carriers provided by the Client must be free of any content-related or technical flaws. If this is not the case, the Client shall compensate Quanos Content Solutions for any damage arising from the use of these data carriers and shall indemnify Quanos Content Solutions against any third party claims.

Should the Client fail to meet its duty to cooperate, or fail to cooperate in time or in the agreed manner, the resulting consequences (delays, additional expenses) must be borne by the Client.

§ 6 Dates and deadlines

The performance dates and deadlines specified in the offer shall apply. In the event of force majeure, acts of war, strikes or causes within the Client sphere of influence (lockouts, etc.), there will be no delay in performance on the part of Quanos Content Solutions.

§ 7 Assignment of rights and obligations

The Client is only permitted to assign rights and obligations to third parties with the prior, written consent of Quanos Content Solutions. Consent may only be refused for good reason.

§ 8 Terms of payment

The services rendered by Quanos Content Solutions will be invoiced on a monthly basis. The services are payable without deduction immediately after receipt of the invoice and at the latest 14 days from the date of the invoice. The invoice amount will include the applicable statutory VAT. Any agreements concerning changes to due dates and deductions must be made in writing.

The Client is only permitted offset payment against its own receivables if Quanos Content Solutions accepts the receivables or they have been declared legally binding. The Client shall not assert any right of retention arising from previous or ongoing transactions or business relationships with the Quanos Content Solutions GmbH.

In the event the Client defaults on its payment, Quanos Content Solutions shall be entitled to charge default interest in the amount of 5% above the basic interest rate of the European Central Bank. This does not exclude the right to provide evidence that the delay caused greater or lesser damage.

§ 9 Title to documents on services

1. Title to documents
Quanos Content Solutions shall assign the Client title to all documents and other materials that it has processed within the scope of performing the services. If receivables arising from this contractual relationship are still due to Quanos Content Solutions from the Client, title shall only be assigned

upon full payment by the Client under reservation of title. The same shall also apply if the contract is terminated prematurely.

2. Client documentation

Documents transferred to Quanos Content Solutions by the Client for preparation or performance of the services shall remain the property of the Client.

§ 10 Property rights to work results

Any property rights that arise as part of the services shall accrue to Quanos Content Solutions if they originate exclusively from the work of Quanos Content Solutions employees. A right to use these documents or work results shall accrue to the Client; this right shall not be separately remunerated, time limited, or exclusive in nature, and can only be assigned to third parties with Quanos Content Solutions consent.

§ 11 Confidentiality

Quanos Content Solutions and the Client undertake to use all documents, knowledge and experience shared between them exclusively for the purposes of performing the contract. Furthermore, the contractual parties agree to keep confidential the content of the contractual relationship itself and the findings obtained in the course of its execution.

The statutory provisions regarding data privacy must be observed. Any disclosure to third parties outside the recipient's business area is prohibited.

Information must, in particular, be treated as confidential if the recipient is informed, on handover of the documents, that they must treat the information contained therein as confidential, and if the documents themselves are marked as confidential.

The non-disclosure obligation shall continue to apply even after the termination of the contract. Both contractual partners shall also impose these obligations upon their employees.

The confidentiality obligation as per para. 1 and 2 shall not apply to information that is proven to be:

- divulged lawfully, by third parties who are not subject to a confidentiality obligation, to the contractual partner disclosing the information after they have been made aware of this information by the other contractual partner
- common knowledge amongst experts or became such following its publication or for any other reason

§ 12 Liability

Liability on the part of Quanos Content Solutions – regardless of the legal grounds – is limited to two times the net remuneration for the respective contract. If Quanos Content Solutions liability is excluded or limited, the same shall also apply for the personal liability of employees, representatives and vicarious agents. Limitation of liability shall not apply if the damage was caused by intent and/or gross negligence. Furthermore, it shall not apply to claims arising under the German Product Liability Act. Should Quanos Content Solutions breach an essential contractual obligation, the obligation to pay compensation is limited to typical damage and capped at the amount of the net remuneration for the respective contract.

§ 13 Contract period

Ordinary termination of the requested services is not possible.

Both contractual parties' right to terminate for good reason remains unaffected.

Any termination must be made in writing to be effective. If notice of termination is served by registered post, it will be considered to have been received even if an attempt to deliver was unsuccessful and the recipient is left a delivery note.

§ 14 Final provisions

The general terms and conditions are subject exclusively to German law. The CISG (Convention on the International Sale of Goods) does not apply. The place of jurisdiction for any dispute is the location of Quanos Content Solutions headquarters.

Should one or more of the provisions of these general terms and conditions be or become invalid, the remaining provisions shall remain effective and binding. The contractual parties shall agree upon a legally effective substitute provision which comes closest to the economic purpose of the invalid provision. The same shall apply for any loopholes in this contract.