

General Business Terms and Conditions

These General Business Terms and Conditions shall become part of all contracts of pixelcreation GmbH, Jordanstrasse 26a, 30173 Hannover, Gemany. Status: June 30, 2014. They shall be considered accepted if not objected to immediately.

§ 1 Cooperation

- (1) The parties shall cooperate in a trusting manner, and inform one another without delay in case of deviations from the agreed procedure or in case of doubts as to the correctness of the other party's conduct.
- (2) If the Customer realizes that his own statements and requirements are erroneous, incomplete, not coherent or not practical, he is to inform pixelcreation of this and the apparent consequences without delay.
- (3) Unless different agreements are made, the most recent proposal or requirements specification submitted by pixelcreation shall be considered definitive.

§ 2 Customer's Obligations to Cooperate

- (1) The Customer shall support pixelcreation in the fulfilment of its contracted goods and services. This includes, in particular, making information, data, material, as well as hardware and software, available in a timely manner, as required by the Customer's cooperation measures. The Customer shall provide detailed instruction to pixelcreation concerning the goods and services to be rendered by pixelcreation.
- (2) To the extent that the Customer is required to approve project steps or sub-steps, he is obliged to inform pixelcreation of any desired corrections within 14 days. Otherwise the relevant project step shall be considered approved.
- (3) To the extent that the Customer has obliged to obtain materials for pixelcreation within the scope of contract fulfilment (images, audio, text, etc.), the Customer is to inform pixelcreation of these without delay and to make them available in a standard, immediately usable, and digital format wherever possible. If it is necessary to convert the materials provided by the Customer into a different format, the Customer shall bear any costs incurred as a result. The Customer shall ensure that pixelcreation receives the necessary rights to use this material.

(4) The Customer shall bear the costs for carrying out cooperation measures.

§ 3 Involvement of third parties

For third parties that at the Customer's request or tacit approval become active in pixelcreation's area of activity, the Customer is to take responsibility as if for vicarious agents. pixelcreation is not responsible towards the Customer if, due to the conduct of the aforementioned third party, it cannot meet its obligations towards the Customer at all, not in full or not in a timely manner.

§ 4 Deadlines

(1) The parties to the contract shall specify deadlines in writing wherever possible. Deadlines, through non-adherence to which a contractual party can be in arrears without a reminder according to § 286 Section 2 of the German Civil Code (BGB) (binding deadlines) are to be specified in writing and designated as legally binding.

(2) pixelcreation shall not be responsible for delays in performance due to force majeure (e.g. official orders by the authorities, overall malfunctions of telecommunications etc.) and circumstances within the Customer's scope of responsibility (e.g. not rendering cooperative measures in a timely manner, delays due to third parties accountable to the Customer) and shall entitle pixelcreation to postpone the rendering of the agreed goods and services for the duration of the impairment, subject to a reasonable startup time. pixelcreation shall notify the Customer that the services are being delayed due to force majeure.

§ 5 Modifications in services

(1) If the Customer seeks to modify the scope of the goods and services to be rendered by pixelcreation according to the contract or in a project requirements document, he shall express this change request in writing to pixelcreation. The subsequent procedure shall be governed according to the following provisions. Before desired changes that can be quickly assessed and expected to be implemented within eight working hours, pixelcreation can waive the procedure according to paragraph 2 to 5. In addition, a written expression of the desired change is not absolutely necessary in this case.

(2) pixelcreation shall examine which ramifications the desired change will have, in particular with respect to compensation, added costs and deadlines. If pixelcreation realizes based on the assessment that the services to be rendered cannot be carried out or only in a delayed manner, pixelcreation shall inform the Customer to this effect and instruct him that the desired change can only be assessed if the relevant goods and services are first postponed for an indefinite period. If the Customer provides his consent to this postponement, pixelcreation shall carry out the assessment of the desired change. The Customer is entitled to withdraw his desired change at any time; the initiated change procedure shall end at that time.

(3) After evaluating the desired change, pixelcreation shall present to Customer the ramifications of the desired change on the concluded agreements. The presentation shall either



contain a detailed recommendation for the implementation of the desired change or information as to why the desired change is not practical.

(4) The contractual parties shall reach an immediate decision on the content of the recommendation for the implementation of the desired change, and append the findings of a successful resolution to the text of the agreement to which the change refers, as a supplemental agreement.

(5) If no agreement can be reached or the change procedure is terminated for another reason, the original requirements specification shall remain valid. The same holds true if the Customer does not agree to the postponement of the goods and services in order to carry out further assessment according to paragraph 2.

(6) The deadlines affected by the change procedure shall be postponed, taking into consideration the length of the assessment, the time necessary to reach an agreement about the desired change and, where appropriate, the duration of the desired changes to be made, plus a reasonable startup time where necessary. pixelcreation shall inform the Customer of the new deadlines.

(7) The Customer is to bear the expenses arising from the desired changes. This includes, in particular, the assessment of the desired change, the preparation of a change recommendation and any stoppage times. In the event that an agreement on per diem rates has been negotiated between the parties, any added costs shall only be billed by pixelcreation according to these rates, otherwise according to the pixelcreation's standard billing rates.

(8) pixelcreation is entitled to modify the goods and services rendered according to the contract or to deviate from them if the change or deviation is acceptable to the Customer, taking into consideration the interests of pixelcreation.

§ 6 Compensation

The parties shall specify the compensation in writing wherever possible. If the parties have not reached an agreement on the compensation of pixelcreation's performance, the rendering of which the Customer in these circumstances could only expect in exchange for compensation, the Customer is to pay the standard rate of compensation for this performance. In case of doubt, the rates of compensation requested by pixelcreation for its services are considered standard.

§ 7 Rights

(1) pixelcreation grants the Customer the basic, spatially and temporally unlimited, right to use the goods and services according to the terms of the contract. If the goods and services include software, §§ 69 d and e German Copyright Act (UrhG) shall apply.

(2) Any use above and beyond the terms specified in paragraph 1 is inadmissible. In particular, the Customer is forbidden to grant sub-licenses and to copy, rent or otherwise exploit the goods and services.



(3) Until payment is made in full, the goods and services are provided to the Customer only on a revocable basis. If the Customer is in arrears of payment, pixelcreation may revoke the use of such goods and services for as long as the Customer is in arrears.

§ 8 Trademark rights violations

(1) At its own expense, pixelcreation shall hold the Customer harmless for all claims of third parties based on trademark rights violations (patents, licenses and other trademark rights). The Customer shall inform pixelcreation without delay about any third-party claims that have been exercised. If the Customer does not inform the agency without delay about claims that have been exercised, the right of indemnity shall be rescinded.

(2) In case of trademark rights violations, pixelcreation - irrespective of any claims for damages by the Customer - shall take corrective actions at its own discretion and at its own expense with regard to the relevant goods and services, after prior consultation with the Customer, in order to safeguard the interests of the Customer that a trademark rights violation no longer exists, or to acquire the required usage rights for the Customer.

§ 9 Rescission

In case of a breach of duty unrelated to a fault in the purchased item or work, the Customer only has the right of rescission if pixelcreation is responsible for this breach of duty.

§ 10 Liability

(1) pixelcreation is liable for wilful intent and gross negligence. For minor negligence, pixelcreation shall only be liable in case of breach of a material contractual obligation (cardinal obligation), and for damages arising from the injury of life, limb or health.

(2) In case of minor negligence, the liability is restricted to the amount of the anticipated damages that could typically have been expected to occur. In each instance, the liability is restricted to the contractually agreed compensation, no more than 5000.00 Euros, however.

(3) pixelcreation shall not be liable for the loss of data and/or programs to the extent that the damage is based on the fact that the Customer neglected to perform data backups and thus ensure that any lost data is restored with a reasonable amount of time and effort.

(4) The aforementioned provisions also apply to the vicarious agents of pixelcreation.

§ 11 Secrecy, Press Releases

(1) Any documents handed over, information and experiences shared by one contractual party to the other, are allowed to be used exclusively for the purposes of this contract and are not to be divulged to third parties, to the extent that they are not intended to be divulged to third parties or are already known to third parties. Third parties are not defined as persons brought in to provide assistance, such as free-lance employees, subcontractors, etc. to execute the contractual relationship.



(2) In addition, the contractual parties agree that confidentiality is to be maintained on the content of this contract and the knowledge gained during its fulfilment.

(3) The secrecy obligation extends beyond the end of the contractual relationship.

(4) If requested by a contractual party, any documents handed over, such a strategy papers, briefing documents etc., shall be returned to the other party at the end of the contractual relationship, to the extent that the other contractual party cannot prove that it has a bona fide interest in these materials.

(5) Press releases, memos, etc., in which one contractual party refers to the other, are also permissible without consultation – to the extent that no other agreements have been made to the contrary.

(6) pixelcreation may refer to the Customer by name on its website or in other media as a reference customer. Furthermore, pixelcreation is allowed to publicly describe the goods and services rendered or refer to them for demonstration purposes, unless the Customer is able to demonstrate a bona fide interest to the contrary.

§ 12 Arbitration

(1) In all differences of opinion arising from or in association with this contractual relationship, the parties shall first endeavour to reach a solution through in-depth discussion among the contacts.

(2) Irreconcilable differences of opinion among the parties shall be resolved in arbitration proceedings. To the extent that a party refuses to engage in arbitration proceedings, it can pursue the normal legal system if it has given prior written notice to the other party to this effect.

(3) In order to facilitate arbitration, both parties mutually waive their right of appeal based on the statute of limitations for all claims arising from the disputed facts of the case from the time the request for arbitration is filed until one month after the end of the arbitration proceedings. This waiver has the effect of suspending the period of limitations.

(4) Any set deadlines affecting the arbitration proceedings, including prior discussion among the parties, shall be postponed, taking into account the period of arbitration and, where applicable, the period of the arbitration findings to be acted upon, plus a reasonable lead time where necessary.

§ 13 Other miscellaneous provisions

(1) The assignment of claims is only permitted upon prior written consent of the other contractual party. This consent shall not be unreasonably withheld. The provision of § 354 a German Commercial Code (HGB) shall remain unaffected by this.



(2) A right of retention can only be exercised out of counterclaims from the respective contractual relationship.

(3) The contract parties may only offset res judicata or undisputed claims.

§ 14 Final provisions

(1) All changes and supplements to contractual agreements must be recorded in writing for documentation purposes. Terminations must be made in writing. Notifications required to be made in writing can also be made via e-mail.

(2) If any provision of the parties' agreements is or shall become invalid in part or whole, this shall not affect the validity of the remaining provisions. In this case, the parties shall replace the invalid provision by a valid provision, which most closely approximates the economic purpose of the invalid provision. The same applies to any gaps in the provisions.

(3) The General Terms and Conditions of the Customer shall not become part of this contract.

(4) The laws of the Federal Republic of Germany shall apply, to the exclusion of private international law and the UN Sales Convention.

(5) The exclusive place of jurisdiction for all disputes arising from or relating to this contract shall be pixelcreation's official address.

