

**CONET – CONTRACTUAL TERMS FOR WORK CONTRACTS (WV)
for Business Customers (Entrepreneurs, Legal Entities under Public Law
or Special Funds under Public Law)**

Applicable in Connection with CONET's General Terms and Conditions (AV)

CONET

1 Object of the Contract and Description of Services

1.1 The Provider carries out the performance of work exclusively in accordance with the terms and conditions agreed in the contract and below, in return for the contractually agreed remuneration.

1.2 Responsibility for success is borne by the Provider only to the extent that:

- a) On conclusion of contract, the main criteria for success are concretely and conclusively defined in the description of services in terms of scope and effect and become the object of the contract (agreed performance criteria).
- b) The Customer fulfills his cooperation duties properly and in good time.

If any conditions in accordance with a) or b) are not fulfilled, the Provider is not responsible for successful outcome. This does not apply insofar as failure to cooperate properly and in good time (1.2 b) has no effect on the performance of work.

1.3 The description of services will be based on the Customer's technical and functional requirements as communicated by him. In particular, the description of services definitively reflects the agreed performance criteria (1.2 a) as well as any applicable test criteria that might be used later. Modifications to the description of services may be made only in accordance with Section 4. Any analysis, planning or consulting work, even in connection with the description of services, shall be carried out by the Provider only on the basis of a separate contract.

Insofar as not already agreed in the description of services, the parties shall in good time before the agreed start of the performance of work – generally at the latest two weeks after contract signature – agree, on the basis of the agreed performance criteria, upon the testing means to be used for them (1.2 a), such as test cases (see 6.6 e).

Insofar as the testing means are not agreed in good time, the Provider can for his part define suitable practice-oriented testing means on a binding basis. In doing so, he shall take the Customer's interests adequately into consideration.

1.4 In the absence of an agreement to the contrary, CONET's Contractual Terms for Services (DL) will apply insofar as the success of a work contract is not owed by the Provider.

2 Collaboration between the Contracting Partners

2.1 Contact persons (item 2.1 of CONET's General Terms and Conditions - AV) must effect decisions without delay in connection with contract execution and make themselves available to provide necessary information.

Decisions of the contact persons must be documented.

2.2 In the absence of an agreement to the contrary, the place of performance of work is the place of the Provider's registered offices.

3 Duties of Cooperation

3.1 The Customer must ensure that the documents, information and data required for performance of the work are provided by the contact persons nominated by him to the Provider in complete and correct form, in good time, and free of charge unless it is the Provider's duty to supply them. The Provider may assume that these documents, information and data are complete and correct unless it is evidently discernible to him that they are incomplete or incorrect.

3.2 The testing means defined in accordance with item 1.3 will be handed over by the Customer in good time and in a proper manner. If the Customer falls behind schedule with the handover, by not responding to a reminder, for example, the Provider shall be entitled to produce or procure suitable testing means at the Customer's expense.

3.3 The Customer must report defects particularly in accordance with item 2.3 of CONET's General Terms and Conditions (AV). In the absence of an agreement to the contrary, the appropriate forms and procedures of the Provider will be used for this purpose.

4 Procedures for Description of Services Changes

Both contractual partners can propose modifications to the description of services (see 1.3) and performance of work. For this purpose the following procedure is agreed:

4.1 The Provider shall look at a modification proposal from the Customer and inform him as to whether an extensive examination is required.

4.2 If an extensive examination of the modification proposal is required, the Provider shall inform the Customer within a reasonable time about the period of time likely to be required for this and about remuneration. An examination will then be commissioned or declined by the Customer within a reasonable time.

4.3 If an extensive examination of the modification proposal is not required or when the commissioned examination is completed, the Provider shall either:

- a) Inform the Customer that the modification proposal cannot be carried out by the Provider within the parameters of the agreed work, or
- a) Make a written offer to the Customer for execution of the modifications (modification offer). The modification offer will especially contain the modifications to the specifications and their effects on the performance period, the planned deadlines and the remuneration.

4.4 Within the stipulated acceptance period (period of validity) the Customer shall either decline the modification offer or declare his acceptance in writing or in another form agreed between the contractual partners.

4.5 The Provider and the Customer may agree that services affected by a modification proposal be interrupted until completion of the examination or – if a modification offer has been made – until the end of the period of validity.

4.6 Until acceptance of the modification offer, work will be continued on the basis of current contractual agreements. The performance periods will be extended by the number of calendar days on which work is interrupted in connection with the modification proposal or its examination. The Provider may demand adequate remuneration for the duration of the interruption except to the extent that the employees affected by the interruption can be put to work by the Provider elsewhere or the Provider maliciously fails to do so.

4.7 In the absence of an agreement to the contrary, the modification procedure will on request by the Provider be documented in writing or through text input to a form of the Provider. Every modification of the work specifications must be agreed in writing or in another form stipulated by the contractual partners.

4.8 For modification proposals by the Provider, items 4.2 to 4.7 apply accordingly.

4.9 Modification proposals must be addressed to the contact person (2.1) of the contractual partner.

5 Rights of Use

5.1 In the absence of an agreement to the contrary, the Provider shall grant the Customer the non-exclusive and non-transferable right to use the provision of service results achieved by the Provider within the scope of the contract and handed over to the Customer for his own internal purposes on a continuing basis within the parameters of the contractually stipulated purpose. The right of use granted to the Customer to the work handed over by the Provider may be transferred to third parties by the Customer only under complete surrender of his own rights.

5.2 All rights are otherwise retained by the Provider.

5.3 The Provider is entitled to take reasonable technical measures for protection against non-contractual use. Use of the services in accordance with contract may not be substantially impaired as a result of this.

5.4 The Provider is entitled to revoke the Customer's utilization right if the Customer substantially infringes utilization restrictions or other regulations for protection against unauthorized use. The Provider shall allow the Customer a period of grace for remedial action beforehand. In case of recurrences or special circumstances which, after weighing the interests of both sides, justify immediate revocation, the Provider may declare revocation without a period of grace. After revocation, cessation of use must be confirmed by the Customer to the Provider in writing.

6 Acceptance

6.1 Acceptance must be declared by the Customer within 14 calendar days after receipt of the Provider's written acceptance request unless a different period is agreed. During this examination period the Customer can satisfy himself, where relevant on the basis of the testing means (1.3), that the work performed is in accordance with contract.

6.2 In the absence of an agreement to the contrary, defects reported will be allocated to one of the following categories:

a) Category 1

The work performed contains a defect which makes its use impossible or seriously restricts its use.

b) Category 2

The work performed contains a defect which restricts its use without a category 1 defect being constituted.

c) Category 3

The work performed contains a defect which only insignificantly restricts its use.

6.3 In the case of a Category 1 defect the Customer can refuse to issue the acceptance declaration. This also applies if a number of defects in Category 2 together result in Category 1 effects (6.2 a). If defects with Category 1 effects are reported in the proper manner (3.3), the Provider must correct them within a reasonable time so that Category 1 effects no longer exist. If, because of such a defect, its effects or its correction, testing cannot be meaningfully continued, the testing period will be extended appropriately for the affected work.

6.4 Already declared partial acceptances are unaffected by later acceptance testing for other work. The same applies for testing already carried out except to the extent that this is affected by a defect or its correction.

6.5 If no Category 1 defect effects exist, the work will be deemed to be capable of acceptance. Acceptance (see 6.1) will then be declared by the Customer on completion of any tests but at the latest at the end of the test period (see 7.1).

6.6 The work is deemed to be accepted – even without an express declaration and without an acceptance request from the Provider:

- a) If the Customer uses the work other than for test purposes (1.3), or
- b) On payment, unless the Customer has justifiably refused acceptance, or
- c) If, within the examination period in accordance with 6.1, the Customer reports no defects which prevent acceptance, or
- d) If, within a reasonable period set for the Customer by the Provider, the Customer reports no defects which prevent acceptance and, in setting the period, the Provider points out this consequence, or
- e) If, under use of the testing means (1.3, 3.2), the tests can be conducted without defects which prevent acceptance.

6.7 In the absence of an agreement to the contrary, definable partial services will also be individually accepted in accordance with these regulations.

7 Defect Claims by the Customer

7.1 The Customer has claims for defects only if reported defects can be reproduced or otherwise proven by the Customer. This also applies to defects for which rights are reserved on acceptance. With regard to the notification of defects, item 3.3 applies in particular.

7.2 If the Customer has justifiable claims for defects, he is at first entitled only to subsequent performance within a reasonable period of time. According to the Provider's choice subsequent performance shall consist either of rectification of defects or of replacement.

7.3 If subsequent performance is unsuccessful or cannot be carried out for other reasons, the Customer may in accordance with the provisions of the law reduce the remuneration, withdraw from the contract and/or – within the parameters of Section 6 of CONET's General Terms and Conditions (AV) – demand compensation for damages or reimbursement of expenses. The Customer is entitled to take remedial action himself at the Provider's expense only if a defect is not corrected after expiry of a reasonable period for subsequent performance and the cause of this lies within the Provider's domain.

If subsequent performance is delayed, compensation for damages or reimbursement of expenses by the Provider is governed by item 3.4 of CONET's AV. In particular, Section 6 of CONET's AV applies with regard to compensation for damages and reimbursement of expenses by the Provider.

Any right of choice by the Customer with regard to these claims for defects will be exercised by him within a reasonable time, as a general rule 14 days.

7.4 For defects of quality, Section 4 of CONET's AV applies on a supplementary basis. For defects of title, Section 5 of CONET's AV applies on a supplementary basis.

**CONET – CONTRACTUAL TERMS FOR WORK CONTRACTS (WV)
for Business Customers (Entrepreneurs, Legal Entities under Public Law
or Special Funds under Public Law)**

Applicable in Connection with CONET's General Terms and Conditions (AV)

8 Applicability of CONET's General Terms and Conditions (AV)

CONET's General Terms and Conditions (AV) apply on a supplementary basis.

