

Additional Provisions for Professional and other Services to Serrala

§ 1 Definitions

In addition to the definitions set in the General Terms and Conditions of Procurement of Serrala (the "**Procurement Terms**"), the following definitions shall apply only within these Additional Provisions for Professional and other Services to Serrala (the "**Professional Service Terms**"):

"Personnel": means, any employee or other person engaged by Supplier that is commissioned by Supplier to work in projects for Serrala or that is otherwise involved in providing the Professional Services.

"Professional Services": means any service provided, or to be provided, to Serrala by the Supplier pursuant to or in connection with the Contract.

§ 2 Applicability

1. This Professional Service Terms shall apply to any Professional Services to be supplied by Supplier to Serrala and be incorporated together with the Procurement Terms in every Contract concerning or involving services (including professional services, advice and consulting services) provided by Supplier to Serrala Group; and to every Contract referring or linking to these Professional Service Terms.
2. These Professional Service Terms shall take precedence over the Procurement Terms.

§ 3 Legal Status

The Supplier shall be considered as having the legal status of an independent contractor vis-à-vis Serrala. Neither the Supplier, and any subcontractor, nor any of their Personnel shall be considered to be employees or agents of Serrala.

§ 4 Supplier's Responsibility for Employees and Assignment of Personnel

1. Supplier shall supervise and be responsible for the professional and technical competence of its employees and shall select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.
2. Supplier shall not replace or withdraw any Personnel without the prior written approval of Serrala or unless requested by Serrala. Serrala shall not unreasonably refuse or delay approval of any such withdrawal or replacement.
3. Prior to assignment, replacement or withdrawal of Personnel, the Supplier shall submit to Serrala for its consideration, the curriculum vitae or detailed justification to permit evaluation by Serrala of the impact which such assignment, replacement or withdrawal would have on the Professional Services.
4. In the event of replacement or withdrawal of Personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any Personnel shall be for the account of the Supplier. Such replacement or withdrawal shall not be considered as termination in part or in whole of the Contract.

§ 5 Instructions

Supplier shall neither seek nor accept instructions from any authority external to Serrala in connection with the performance of its obligations under the Contract. Supplier shall refrain from any action which may adversely affect Serrala shall fulfil its commitments with the fullest regard to the interests of Serrala.

§ 6 Subcontracting

1. In the event Supplier requires the services of one or more subcontractors, Supplier shall obtain the prior written approval of Serrala for all such subcontractor(s). Other companies of the same group of companies are considered third party in the sense of these Professional Service Terms. Serrala's approval of a subcontractor shall not relieve Supplier of any of its obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract. Upon request, Supplier must provide Serrala with a copy of any agreement with an approved subcontractor (prices agreed between Supplier and the subcontractor can be redacted).
2. Upon Serrala's request, Supplier shall provide written documentation and certification of the reliability and proficiency of each subcontractor.

§ 7 Indemnification

Supplier shall indemnify, hold harmless and defend at its own expense Serrala, Serrala's officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of Supplier or Personnel or Supplier's subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation, product liability and to liabilities pertaining to intellectual property rights.

§ 8 Insurance

1. Supplier shall provide and thereafter maintain all appropriate workers compensation insurance, or its equivalent, with respect to Personnel to cover claims for personal injury, bodily injury or death arising from or in connection with the implementation of the Contract.
2. Supplier shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.
3. Supplier shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property and assets arising from or in connection with the implementation of the Contract or the provision of Professional Services.
4. Except for insurance mentioned in section § 1. paragraph 1 above, the insurance policies under this section shall: (i) Name Serrala as additional beneficiary (additional insured); (ii) Include a waiver of subrogation of Supplier's rights to the insurance carrier against Serrala; (iii) Provide that Serrala shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage. Upon request, Supplier shall provide Serrala with satisfactory evidence of the insurances required under this section.

§ 9 Intellectual Property

1. The Professional Services shall be considered as 'Contract Work' in the sense of § 6 paragraph 5.b of the Procurement Terms.
2. To the extent that Professional Services consist of any Intellectual Property Rights of Supplier that, (i) pre-existed the performance by Supplier under the Contract, or (ii) Supplier has developed or acquired, independently of the performance of the Professional Services; Supplier retain full ownership thereto, and grants to Serrala a non-exclusive, perpetual irrevocable, and world-wide license to use, edit, distribute and sublicense such Intellectual Property Rights, to the fullest extent required to use, further develop, edit and otherwise utilize the Professional Services and results of the Professional Services.
3. In case Serrala terminates the Contract for cause, Supplier is obliged to transfer and hereby transfers to Serrala, subject to a condition precedent, all Intellectual Property Rights (including usage rights) which Serrala requires in order to realize the aims envisaged by Serrala with the Contract. Supplier is not entitled to any separate or additional remuneration for such transfer.

§ 10 Services for Work Results and Services for Time and Effort

1. In deviation from § 4. paragraph 9 of the Procurement Terms, Supplier shall owe the Professional Services only as work performances, if a success is mentioned in the Contract or has otherwise been specified by Supplier (e.g., in the communication between Serrala and Supplier). If Supplier does not owe the Professional Services as work results, the Supplier must provide a comprehensible and realistic calculation model before the Professional Services are provided; Supplier can only deviate from this calculation and charge for additional efforts if Supplier can demonstrate that new circumstances have led to the increased effort. Supplier must notify Serrala as soon as possible of any such change and provide an adjusted calculation, otherwise additional cannot be charged to Serrala.
2. If a Statement of Work or "SOW" is agreed, the Supplier owes the results outlined therein, and the remuneration is dependent on the Supplier achieving the success or milestones specified in the SOW and Serrala's acceptance of the works.
3. Serrala is entitled to terminate the Contract for Professional Services at any time in writing for convenience, even if a term has been specified. In this case, Serrala shall compensate Supplier for the Professional Services provided up to Suppliers receipt of the termination.

§ 11 Acceptance

Unless otherwise agreed between the Parties, the following acceptance mechanism shall apply:

Supplier shall inform Serrala of the completion of the works or milestone in text form and shall allow Serrala to inspect the results independently and shall offer Serrala with reasonable support in the inspection, e.g., by a presentation of the results. After such information, Serrala has a reasonable period of time, but at least two weeks, to conduct the inspection and either accept the services in full or refuse acceptance partially or entirely. If and to the extent that Serrala refuses acceptance, Supplier shall have a reasonable period of time (in case of doubt two weeks) for subsequent performance to bring the work into the agreed condition, followed by a new acceptance testing. If the performance does not fully comply with the agreed conditions at the second or further acceptance testing,

Serrala may, at its sole discretion, either (i) finally reject the performance in whole or in part and rescind from the Contract respectively, (ii) assert its warranty rights under statutory law, or (iii) request Supplier to provide subsequent performance again.