**Supplementary Terms and Conditions for the Provision of
IT Operation Services by S&T AG**
(Last Update: 01/2013, Version: 1.0)

1. S&T SERVICES

1.1 SERVICE SPECIFICATIONS

(a) Form, scope and quality of IT operation services which S&T is required to provide to customer depend only on the service specifications described in the quotation and the documents which form parts of these specifications or are explicitly incorporated by reference in these specifications. Service agreements and specifications shall be valid only if they have been agreed in writing between the parties.

(b) Unless otherwise agreed, S&T will provide the services hereunder as in S&T's election is customary in the industry and according to the state of the art during S&T's normal working hours. If IT components and IT systems (hardware and software) necessary for the services are not defined in the contract, S&T may select these components at its sole election.

1.2 PLACE OF PERFORMANCE AND PLACE OF IMPACT

(c) Unless otherwise agreed, S&T provides the agreed services, including but not limited to the operation of client systems, at S&T's locations in countries of the European Union. S&T may provide the services elsewhere, provided that the drawbacks customer will suffer are only insignificant.

(d) Place of impact shall be the service transfer points agreed in the relevant service specifications. If no service transfer point is agreed, S&T's location shall be the place of impact in case of doubt.

1.3 COMPLIANCE WITH INDUSTRY-SPECIFIC REGULATIONS

(a) S&T will implement within its area of responsibility customer's industry-specific, mandatory legal provisions that are relevant for the contractual IT operation services, provided that customer has made S&T aware of these rules in due time by written notice.

(b) Customer is required to pay for costs arising in connection with the fulfillment by S&T of the obligation referred to in Section 1.3, unless the fulfillment by S&T of this obligation has been specifically agreed in the service agreement.

1.4 RESPONSIBILITIES

As set out in the service specifications, S&T accepts the following responsibilities for the services provided:

- As a matter of general principle, customer will be responsible for data content and its accuracy. S&T is only responsible for the technical functionality and availability of the services.
- Links for which S&T accepts responsibility must be precisely described in the service specifications.
- If these are links between systems supported by S&T and those for which customer or a third party attributable to customer are responsible, S&T's responsibility is generally confined to that side of a link which constitutes the connection to the systems operated by S&T.

1.5 TRANSFER OF PARTS OF A BUSINESS

It is not envisaged for personnel to transfer from customer to S&T in the context of a transfer of a part of business. If and when employees claim that they wish to transfer in reliance on the Austrian Act on the Amendment of Labour Law Contracts (*AVRAG),* customer will hold harmless and indemnify S&T for and against any costs and claims asserted by these employees.

2. DATA TAKEOVER

(a) The contracting parties will timely procure the takeover of customerr master and transaction data which S&T is to process in the future. For this purpose, customer will make available to S&T the necessary data electronically in a format to be specifically agreed by the parties, indicating the necessary read-in features.

(b) All materials delivered by customer such as data carriers, data, control digits; programs shall be in faultless technical condition.

(c) S&T is not required to check materials delivered as to their logical contents (correctness, completeness etc.).

(d) Unless mandatory statutory provisions provide otherwise, such as, for example, for immediate deletion, S&T shall preserve original receipts and other documents for 60 days from completion of the work and saved data for 60 days from termination of the contract, unless customer issues written instructions on purchase, return or storage at S&T's applicable rates.

(e) Customer will retain copies of all documents and data carriers delivered to S&T which S&T may use at any time.

3. PROVISION OF SOFTWARE

(a) If we have agreed that customer will provide software, customer shall be responsible for timely procuring and testing the necessary software for the operation of cusomter's data processing at customers's own cost and expense.

S&T will not accept any responsibility in this context.

(b) Customer shall also procure a relevant license (right to use) that is appropriate in terms of the type and number of the software. If claims are asserted against S&T by third parties, on the grounds that the software made available by customer infringed upon a licence, customer will defend such claims at customer's cost and expense and will fully hold harmless and indemnify S&T.

4. ADDITIONAL CLIENT COOPERATION AND CLIENT DELIVERABLES

Customer will cooperate and provide the following additional deliverables at the same terms and conditions as set out in the General Terms and Conditions:

- Customer will observe generally accepted data processing principles whenever customer processes information himself or support S&T within the scope of customer's cooperation services. This includes, but is not limited to, virus protection and back up, observance of data privacy policies and the taking of all precautions and measures deemed "state of the art" in the IT industry.
- If and when S&T staff or staff of S&T subcontractors are assigned to execute a contract at customer's business, customer will make available to S&T sufficient and appropriate premises and resources, such as work place, communication means etc. The cooperation services are generally in line with labour protection rules.
- Customer will immediately report to S&T by way of the agreed means of communication any problems that may occur; as long as a problem cannot clearly be attributed to a category, customer will participate in an analysis and determine jointly with S&T which measures to take and will procure the taking of these measures.

5. CHANGE PROCEDURE

(a) Both parties may issue written change requests during the contract term. If customer makes a change request, S&T, within a reasonable time limit from receipt of that request, will communicate by written notice how it believes this will affect the existing contractual agreement, unless another time limit was agreed in writing. Any change request made by S&T will already specify the necessary changes. Within 10 work days from receipt of a change request, customer will inform S&T in writing whether customer agrees or rejects such a request.

(b) The parties may agree to interrupt the services affected by a change request until a decision is made on that change request and the resulting adjustment of

the contractual agreement is determined.

(c) S&T will not refuse to carry out customer's change request without objective grounds. An objective ground is deemed to exist if S&T believes a change would jeopardise its supplies and services or if the resources necessary for that change could be procured only with unreasonable commercial effort.

(d) Work will continue on the basis of the existing contract as long as we have not agreed on how to adjust the contract after receipt of a change request. Customer may give written notice and demand an interruption of the work affected by a change request until the entire or parts of the contract were adjusted. In that event, customer will put S&T into the same commercial position as if the existing contract were consummated. Also, the execution period will be extended by the number of days by which execution was to be interrupted as a result of a change request.

(e) If any of customer's change requests requires comprehensive testing, S&T may demand a reasonable compensation for carrying out these tests, provided that it has obtained customers's consent to that compensation before carrying out these tests.

6. ACCEPTANCE

(a) In this context, S&T will first notify customer by written notice that the services are ready for acceptance.

(b) Customer will then accept the services immediately after that notice or within an agreed, otherwise, reasonable, time limit. S&T must be given the opportunity to participate.

(c) Formal acceptance takes place in the course of which the observance of the acceptance criteria agreed in the contract is tested; after completion, the parties will jointly prepare and sign an acceptance certificate.

(d) The services shall be deemed accepted and the acceptance certificate shall expressly state that the services are accepted, provided that during that acceptance test no defects in the services are discovered and further provided that, if defects are discovered, these only insignificantly affect the contractual use of the services. Acceptance shall be denied if defects make a technical or commercially reasonable use of the system/the application impossible (e.g. system standstill).

(e) If further defects are discovered during an acceptance test, such defects shall be incorporated in the acceptance certificate and acceptance shall expressly be refused and shall be resumed within a reasonably agreed period granted for rectification.

(f) If customer refuses to accept a service without notifying S&T in writing of a reason for customer's refusal, S&T will ask customer in writing to accept the services or to report to S&T in writing within a reasonable time limit any defect which makes acceptance impossible. After that time limit has expired without results, the service shall be deemed accepted. Acceptance shall also be deemed to take place if customer is using the services not only for agreed test purposes.