

General Conditions of Purchase for IT Services

(Version 10/12/2011)

of Messe Frankfurt GmbH and its affiliated companies according to item 1

1. Scope of Application

1.1 For all contracts concluded with Messe Frankfurt GmbH and/or Messe Frankfurt Exhibition GmbH, Messe Frankfurt Venue GmbH, Messe Frankfurt Medien und Service GmbH ("Messe Frankfurt") related to providing the performance of work and/or services at Messe Frankfurt with reference to IT, these General Conditions of Purchase shall exclusively apply. The party engaged with providing the services or the seller of IT goods shall hereinafter be referred to as the "Contractor".

1.2 The Contractor's General Terms and Conditions shall not apply even if Messe Frankfurt does not expressly contradict such terms.

1.3 The present Conditions of Purchase shall regulate all issues of the contractual relationship between Messe Frankfurt and the Contractor provided that nothing else has been agreed in written form.

2. Orders

2.1 The scope of services owed results from the written order of Messe Frankfurt. Verbal orders, side agreements and in particular modifications of the services are only valid if they are confirmed by Messe Frankfurt in writing. For blanket purchase orders or framework agreements, Messe Frankfurt is not obligated to call up specific orders or orders in a certain amount.

2.2 If the written order of Messe Frankfurt is not accepted within 2 weeks by way of performance and/or the Contractor's written confirmation, Messe Frankfurt is authorized to cancel the order. Receipt by Messe Frankfurt is determinative for the timeliness of the Contractor's written confirmation.

2.3 The order number and item numbers listed in Messe Frankfurt's order must be stated in further correspondence, in particular for the order confirmation, invoicing and on documentation verifying performance.

2.4 Each of the Contractor's services must be documented, unless the parties have otherwise agreed, by appropriate verification (e.g. delivery receipt, time sheet) according to the requirements of Messe Frankfurt.

3. Services

3.1 The Contractor shall provide the Contractor's services in such a manner that the objectives described in the orders or resulting from the orders are achieved and are not affected by deficiencies that cancel out or impair the quality for use according to the contract or as is customary. Services must be rendered according to the current state of the art in science and technology and according to the principles of proper professional practice and observing the respective standard of care typical in the industry.

The Contractor shall perform the services independently and exclusively with sufficiently qualified personnel. The Contractor shall comply with all applicable statutory regulations and requirements of governmental agencies within the scope of providing the Contractor's services. Should Messe Frankfurt establish requirements of a technical, specialized or other nature, this does not therefore release the Contractor from the Contractor's duty to properly provide the services.

3.2 Upon request, the Contractor shall provide reports regarding the current status of the work. The Contractor must always allow Messe Frankfurt access to the results and documentation associated with the work. The Contractor is obligated to deliver complete documentation, enclosing

any concepts and operation and maintenance manuals. Providing the documentation is included in the remuneration as agreed by the parties.

3.3 There is no employment relationship between Messe Frankfurt and the persons employed by the Contractor. Messe Frankfurt shall not give instructions to the persons employed by the Contractor. The Contractor shall ensure that the individuals employed by the Contractor for providing the services perform the services independently and to the greatest extent possible spatially separated from the Messe Frankfurt employees and that they are always recognizable as external personnel. Messe Frankfurt shall only communicate with the contact person named by the Contractor concerning the details of the services to be rendered by the Contractor. The aforementioned contact person shall plan and monitor the use of the personnel and the performance of the services. The contact person must be authorized to receive declarations that are legally effective for the Contractor.

3.4 The Contractor shall only engage sub-contractors after obtaining the prior written consent of Messe Frankfurt. Messe Frankfurt is not obligated to grant this consent. In using sub-contractors, vicarious agents or other third parties, the Contractor shall comply with all applicable statutes and regulations of labor and social security law, including any requirements and directives of governmental agencies. The Contractor shall indemnify Messe Frankfurt for all claims associated with the use of sub-contractors, vicarious agents or other third parties.

3.5 If information, documents or instructions, in particular performance requirements of Messe Frankfurt, are incomplete or incorrect, the Contractor shall promptly communicate this to

- Messe Frankfurt in writing stating the reasons. This also applies as soon as the Contractor recognizes that the services as agreed or the objectives of Messe Frankfurt being pursued with the services cannot be achieved or cannot thusly be achieved or the possibility of such non-attainment exists.
- 3.6 Messe Frankfurt shall support the Contractor to a reasonable extent in providing the services insofar as required for the proper performance of the services and as deemed reasonable for Messe Frankfurt. The Contractor may not demand cooperative arrangements or materials beyond this support unless expressly agreed in writing or approved by Messe Frankfurt in written form. The Contractor shall point out to Messe Frankfurt early on the cooperative arrangements and materials to be furnished by Messe Frankfurt. The Contractor may only invoke the absence of cooperation and materials as a defense provided that Messe Frankfurt also does not furnish this after the expiration of a reasonable time extension set out in writing.
- 3.7 For the performance of a contract for work, a formal inspection and acceptance shall take place upon a certificate of completion being prepared unless otherwise agreed between Messe Frankfurt and the Contractor. The services under the contract shall be the subject matter of the acceptance as a whole; there shall be no partial acceptance unless expressly agreed. Interim tests or the use of parts of the services under the contract shall not be deemed to be an acceptance or partial acceptance. Within the framework of inspection and acceptance, the Contractor must demonstrate that the quality of the services is in accordance with the contract.
- 4. Performance Dates and Delay**
- 4.1 The delivery and performance dates listed in the Messe Frankfurt order are binding and may only be modified in writing and by mutual agreement.
- 4.2 In the case of delay in delivery or performance, Messe Frankfurt is authorized to demand a contractual penalty for every working day of delay in the amount of 0.2 %, and totaling no more than 5 % of the gross order value of the delivery/service with which the Contractor is in default, unless the Contractor provides substantiation that Messe Frankfurt has incurred lesser damages or no damage. The retention of the contractual penalty must be exercised no later than upon the due date of the last payment/final payment. Messe Frankfurt reserves the right to assert further statutory claims and further damages.
- 4.3 If the Contractor recognizes that the Contractor cannot comply with an agreed delivery and/or performance date, the Contractor must immediately inform Messe Frankfurt concerning this in writing. However, the rights of Messe Frankfurt shall not be affected in any manner thereby.
- 5. Performance Modifications**
- 5.1 Modifications to or expansions of the agreed services or additional services (hereinafter, "Performance Modifications") may only be carried out on the basis of written agreements. Agreements as to Performance Modifications take precedence over written offers of the Contractor regarding the Performance Modifications. The offers shall in particular contain the modified or additional scope of services, including performance dates or implementation dates and additional remuneration accruing, if applicable. Any additional remuneration must conform with the remuneration agreed in the order, e.g. hourly or daily rates.
- 5.2 The Contractor shall only refuse requests for modifications on the part of Messe Frankfurt for good cause reasons, such as, e.g., for technical impossibility or the implementation being unreasonable for the Contractor.
- 5.3 The Contractor must continue to perform according to plan also during the modification process if Messe Frankfurt does not communicate in writing to the Contractor that the services should be discontinued or carried out with limitations until a decision is made concerning the Performance Modifications. If services already provided or as yet to be provided according to schedule would not be usable or only usable with limitations due to implementation of the Performance Modifications, the Contractor shall promptly advise Messe Frankfurt in writing accordingly.
- 6. Prices and Payment Terms, Invoices**
- 6.1 If a maximum price based on hourly or daily rates is agreed, the Contractor shall exclusively invoice the Contractor's services on the basis of countersigned supporting documentation or other approved form of such documentation until the maximum amount is reached. Services that are provided subsequent to reaching the maximum amount may only be invoiced if these services have been ordered by Messe Frankfurt in writing.
- 6.2 If a fixed price is agreed, all agreed services are compensated with payment of this price. Invoicing shall not be undertaken until services have been provided in their entirety. Supporting documentation countersigned by Messe Frankfurt must be attached to the invoices.
- 6.3 For remuneration according to hourly or daily rates, invoicing shall exclusively take place on the basis of supporting documentation countersigned by or approved by Messe Frankfurt in other form and only after the services are provided in their entirety, unless a different written agreement is made.
- 6.4 Supporting documentation shall be considered to be approved by Messe Frankfurt if and to the extent that Messe Frankfurt has not objected thereto within 4 weeks after receipt of such documentation. The agreed prices include all of the Contractor's expenditures and costs, including travel costs and travel time for providing the services unless it has otherwise expressly been agreed in writing that Messe Frankfurt shall assume these costs. If it is agreed in written form that Messe Frankfurt shall assume expenditures and costs, the amount of the expenditures and costs must in any case be coordinated with Messe Frankfurt.
- 6.5 The Contractor shall only be compensated for extra services if these have been agreed beforehand in writing. The calculated remuneration for the services ordered shall apply accordingly, if not otherwise agreed in writing.

7. Rights of Use

7.1 The Contractor grants Messe Frankfurt, for the performance of work or services, an exclusive, transferable right of use in and to the results of the work, unrestricted in terms of content, geography and time, in particular for the duplication, distribution, processing and reconfiguration of computer programs and software. The Contractor hereby assigns to Messe Frankfurt all other potential rights of use and industrial property rights that are required or useful for the use of the services as intended by Messe Frankfurt. The Contractor shall transmit to Messe Frankfurt free of charge the source codes that underlie the contractual services. The grant of rights under this item 7 is fully compensated with payment of the remuneration.

7.2 The use of the results of work and other contractual services by the Contractor or by a third party requires the written consent of Messe Frankfurt in advance.

7.3 The ownership of all of the material results of the work arising within the context of the contractual services, e.g. papers, documents, records, sketches, plans and designs shall pass to Messe Frankfurt directly after their creation and must be delivered to the latter no later than after completion of all services.

8. Defects

8.1 The Contractor guarantees that the services provided are not subject to the rights of third parties (in particular copyright) limiting or excluding use or exploitation by Messe Frankfurt, which forms the basis of the order. In the event of defects of legal title, Messe Frankfurt may demand that the Contractor eliminate these defects by appropriate agreements with the relevant proprietor. If the elimination of defects does not occur within a reasonable time limit set by Messe Frankfurt, Messe Frankfurt may reduce remuneration already paid in proportion to the components of the services not usable due to the legal defect in title, or withdraw from the order/contract and demand the respective compensatory damages. The Contractor shall indemnify Messe Frankfurt for all third party claims associated with the assertion of an infringement of industrial property rights and shall upon request of Messe Frankfurt conduct the legal defense

against third party claims at the Contractor's own expense.

8.2 In the case of material defects or for other rendering of work not in conformity with the contract, Messe Frankfurt may require from the Contractor subsequent performance by means of remedying or redesigning the work, upon setting a reasonable time limit, or for services, request that the Contractor fully provide the services according to the contract. If the remedy or the provision of services in their entirety in compliance with the contract does not take place within the reasonably set time limit or if the Contractor refuses to remedy the defect or provide the service in conformity with the contract, Messe Frankfurt may reduce the remuneration or withdraw from the contract and demand the respective compensatory damages. In the case of services, Messe Frankfurt is authorized to terminate the contract without notice and demand damages.

8.3 Messe Frankfurt may request from the Contractor that employees and other persons employed by the Contractor be replaced if the violation of the Contractor's contractual obligations is attributable to their employment. The costs for employing and training new personnel shall be borne by the Contractor.

8.4 The statutory regulations with regards to the statute of limitations shall apply. In the case of defects of title and material defects, the claims of Messe Frankfurt are time barred no sooner than two years subsequent to transfer or inspection and acceptance of the contractual services.

9. Liability and Insurance

9.1 The Contractor shall be liable for all damages caused by Contractor or third parties engaged by the Contractor according to statutory provisions. The Contractor shall maintain at the Contractor's expense, for the duration of providing the contractual services, in addition to the term of liability for defects and other instances of non-performance, (business- and product-) liability insurance with a German insurance carrier with the following coverage amounts for an individual occurrence:

a. Personal injury:

The coverage amount for an individual occurrence must be at least ten times the agreed price for the contractual service, however, at least 1 million euros. The coverage amounts for an individual occurrence may be limited to 2 million euros per insurance year.

b. Property and other damages:

The coverage amount for an individual occurrence must be at least eight times the agreed price for the contractual service, however, at least 500,000 euros. The coverage amounts for an individual occurrence may be limited to 1 million euros per insurance year. Upon request by Messe Frankfurt, the Contractor must substantiate the conclusion of and maintenance of the insurance policy.

9.2 Messe Frankfurt shall not be liable for personal injury, property or other damages by reason of events of damage on the premises of Messe Frankfurt, the associated parking spaces, the exhibition halls or other buildings of Messe Frankfurt. The liability of Messe Frankfurt for damages arising from injury to the life, body or health due to negligent violation of duty by Messe Frankfurt or an intentional or negligent violation of duty by Messe Frankfurt's legal representative or vicarious agent and the liability of Messe Frankfurt for other damages due to a grossly negligent violation of Messe Frankfurt's duties or an intentional or grossly negligent violation of duty by a legal representative or vicarious agent of Messe Frankfurt, shall remain unaffected.

10. Confidentiality

10.1 The Contractor is obligated to maintain the confidentiality of all information received within the framework of the cooperation concerning Messe Frankfurt and/or companies affiliated with Messe Frankfurt, including its business partners, for an indefinite term. Excluded from this duty of confidentiality is information that at the time of Messe Frankfurt making the information available is already publicly known or is legally in the possession of the Contractor or was legally acquired by third parties. Excluded from the duty of maintaining confidentiality is furthermore information for which there exists a specific duty of disclosure.

- 10.2 The Contractor must ensure, by means of suitable agreements, that employees, vicarious agents and other engaged third parties who could obtain knowledge of the information mentioned in item 10.1, are obligated to maintain confidentiality according to item 10.1.
- 10.3 The Contractor is not authorized to make reference to the business connection with Messe Frankfurt without the written consent of Messe Frankfurt.
- 11. Data Protection**
- 11.1 To the extent that the Contractor receives access to personal data, in particular on data carriers or programs with personal data, the Contractor shall comply with all relevant data protection provisions under the law. In particular the Contractor shall only collect, store, process or transmit personal data on the basis of the express permission of the affected party or on the basis of authorizing factual circumstances under the law.
- 11.2 In connection with the above item, the Contractor hereby states that the Contractor agrees to conclude contractual agreements with Messe Frankfurt (e.g. statutorily prescribed or generally recognized model clauses) that serve to comply with relevant data protection provisions under the law and/or to ensure the statutorily required level of data protection.
- 12. IT Security Guidelines of Messe Frankfurt and Prohibition on Data Transfer to Third Parties**
- 12.1 The use of systems and system networks of Messe Frankfurt is only permissible if this is required for rendering the services according to the contract and expressly mentioned in the order or the Contractor's offer upon which the order is based or with the written release of Messe Frankfurt. This also applies if the Contractor connects the Contractor's systems with systems and networks of the customer. In any case the Contractor is obligated to take note of and comply with all relevant current IT security provisions and guidelines of Messe Frankfurt.
- 12.2 If not otherwise provided in the order, the software created or provided to Messe Frankfurt may not, without the prior written consent of the latter, automatically or unintentionally undertake the transmission of data or information of Messe Frankfurt or its systems to the Contractor or third parties or undertake any other third party data transmission.
- 13. Termination and Cancellation**
- 13.1 The statutory termination and cancellation provisions shall apply if not otherwise regulated below or separately agreed between Messe Frankfurt and the Contractor.
- 13.2 The Contractor may not terminate orders for services under a service contract insofar as it follows from the order that the services should be provided until conclusion of a project or attaining a defined objective or if these services are required for this purpose. In the above-mentioned cases, the Contractor is entitled to the right of termination without notice only if Messe Frankfurt has violated material contractual duties and the contract violation has also not been remedied by a threat of termination and the lapse of a reasonable time limit set out in written form.
- 13.3 In the case of a significant deterioration in the Contractor's financial situation, in particular where a petition is filed to open insolvency proceedings concerning the Contractor's assets or an interim insolvency administrator is appointed, Messe Frankfurt is authorized to terminate existing continuing obligations with immediate effect.
- 14. Miscellaneous**
- 14.1 Amendments to and supplementation of the agreement must be in written form. The writing requirement is also applicable to this clause regarding the written form.
- 14.2 Should a provision of these General Conditions of Purchase be or become invalid or unenforceable, the validity of the remaining provisions of these General Conditions of Purchase shall remain unaffected thereby. In place of the invalid or unenforceable provision, that valid or enforceable provision shall be agreed that most closely approximates the commercial purpose being pursued with the invalid or unenforceable provision. A corresponding rule applies for supplementary interpretation of the agreement.
- 14.3 The items "Rights of Use", "Confidentiality" and "Data Protection" also continue to apply after the termination of the agreement.
- 14.4 To be legally effective, the assignment of contractual rights or duties requires prior written consent by Messe Frankfurt.
- 14.5 The place of performance for all of the Contractor's contractual services is Frankfurt am Main. The law of the Federal Republic of Germany applies to this agreement. The venue is Frankfurt am Main, whereby Messe Frankfurt is authorized to call upon every other court of competence.