

General Terms of Purchase for IT Services

(Last updated 02/2018)
 of Messe Frankfurt GmbH
 and affiliated companies in accordance with item 1

1. Scope of Application

1.1 All contracts concluded with Messe Frankfurt GmbH, Messe Frankfurt Exhibition GmbH, Messe Frankfurt Venue GmbH, or Messe Frankfurt Medien und Service GmbH (**collectively "Messe Frankfurt"**) for rendering IT services to Messe Frankfurt will be subject exclusively to these General Terms of Purchase. In this document, **"Supplier"** means the party commissioned to render services, or the distributor of IT goods.

1.2 Supplier's general terms of business will not apply even if Messe Frankfurt does not expressly object to their application.

1.3 Unless otherwise agreed in writing, these terms of purchase will regulate all aspects of the contractual relationship between Messe Frankfurt and Supplier.

1.4 In this document, "IT services" means services based on the use of information technology in some form, including but not limited to programming services, individualisations of IT programs (i.e., according to the needs of the services rendered for Messe Frankfurt), customising (i.e., software which is altered, processed or redesigned to meet individual specifications of Messe Frankfurt), delivery of hardware, software or both, provision of services, system construction, rendering of consultancy services, implementation and maintenance services, and analyses.

2. Orders

2.1 The scope of services owed is stipulated in the written order, assignment, or contract award (each an "order") provided by Messe Frankfurt. Oral orders, side agreements, and especially changes of service are valid only if Messe Frankfurt's purchasing department has confirmed them in writing and referred to the reference number of the respective order. For framework orders or framework contracts, Messe Frankfurt is not obligated to call for specific orders, or orders in a specific amount. Deviations from these "General Terms of Purchase for IT Services" are permissible only insofar as those deviations are absolutely necessary for legal reasons.

2.2 If Supplier fails to accept Messe Frankfurt's written order within two weeks by providing performance, written confirmation or both, Messe Frankfurt may withdraw. The timeliness of Supplier's written confirmation will be determined by its receipt by Messe Frankfurt.

2.3 The order number and item numbers indicated in Messe Frankfurt's order must also be indicated in further correspondence, especially in the order confirmation, service documentation, and invoicing. Supplier shall bear any delays brought about by a failure to indicate an order number.

2.4 Unless otherwise agreed by the parties, every service by Supplier must be documented by appropriate proof (such as delivery notes or time sheets) in accordance with Messe Frankfurt's specifications.

3. Services

3.1 Supplier shall render its services so that the objectives described in or revealed by the orders are achieved without containing defects which would nullify or reduce the value of the contractual or typical use. Services must reflect up-to-date knowledge and technology, the principles of orderly professional practice, and the diligence typical of the industry. Supplier shall render the services independently and exclusively, using adequately qualified personnel. When rendering those services, Supplier shall observe all applicable statutory regulations and government standards. If Messe Frankfurt makes technical, functional or any other stipulations, this will not release Supplier from its obligation to render services properly.

3.2 If Supplier shall render IT services as defined by 1.4, the statutory provisions on contracts for work and services ("Werkvertragsrecht") will apply. If software is developed or adapted, Supplier shall transmit the appropriate technical documentation and source code for the current programme and update status to enable Messe Frankfurt to independently maintain and alter the software.

Supplier shall indicate any use or integration of free software, open-source software ("OSS") or software which is subject to similar licensing conditions. If Supplier fails to do so, that party shall indemnify Messe Frankfurt, its affiliates, and its sales partners and customers from all claims, damages, losses and expenses, notwithstanding anything to the contrary in framework or individual contracts.

3.3 Supplier shall submit reports on the current processing status on request. Supplier shall always permit Messe Frankfurt to inspect the work results and work documents. Supplier shall deliver complete documentation and enclose any conceptualisations or operating and maintenance instructions. That documentation is covered by the agreed remuneration.

3.4 If Supplier is obligated to maintain the software, such maintenance may not impair Messe Frankfurt's use of the software. Supplier shall consult with Messe Frankfurt when scheduling software maintenance. Messe Frankfurt is not obligated to accept installations of upgrades or new versions of the software after they appear. After an upgrade or new version appears, maintenance services will continue for old versions of the software as they did before the upgrade or new version appeared. Older versions of the software will continue to be supported for at least two years after the newest version becomes available. If Messe Frankfurt cannot feasibly convert to the current version, especially because it would be too expensive or entail other risks (such as instability of the system), Messe Frankfurt may demand that the software version it uses be maintained for up to three years past the period named in the preceding sentence. Supplier shall maintain an older version simultaneously with the current version for at least a three-month transitional phase. During that transitional phase, Messe Frankfurt may use the versions at the same time as part of parallel operations.

- 3.5 No employment relationship will arise between Messe Frankfurt and Supplier's employees. Messe Frankfurt will not issue instructions to Supplier's employees. Supplier shall ensure that the individuals it employs to provide services do so independently (and separated from Messe Frankfurt's staff if possible) and can always be recognised as an external workforce. Messe Frankfurt shall communicate the details of the services to be rendered by Supplier only to the contact person Supplier has specified. That contact person will plan and monitor the use of personnel and the rendering of services. The contact person must be authorised to accept statements with effect for Supplier.
- 3.6 If Messe Frankfurt has good reason to doubt that a certain employee of Supplier is professionally qualified or can cooperate efficiently, Messe Frankfurt may demand that the employee be dismissed. If Messe Frankfurt asserts this right, that employee must be promptly removed, and replaced by another employee within a reasonable period if such replacement is called for in the interest of proper contract fulfilment.
- 3.7 Supplier may not commission subcontractors before obtaining Messe Frankfurt's consent. Messe Frankfurt is not obligated to grant such consent. If subcontractors, vicarious agents or other third parties are used, Supplier shall comply with all applicable statutes and stipulations under labour or social security law, including any government standards and ordinances. Supplier shall indemnify Messe Frankfurt from all claims regarding the use of subcontractors, vicarious agents or other third parties.
- 3.8 If any of Messe Frankfurt's information, documents or instructions (especially performance requirements) are incomplete or incorrect, Supplier shall notify Messe Frankfurt thereof in writing while providing reasons. This will also apply whenever Supplier realises that the agreed services or Messe Frankfurt's objectives pursued with these services cannot or might not be attained, or attained in that manner.
- 3.9 Messe Frankfurt shall support Supplier's rendering of contractual services to a reasonable extent, provided such support is necessary for proper performance and reasonable for Messe Frankfurt. Moreover, Supplier may not demand any measures for cooperation or provision unless those measures have been expressly agreed in writing or promised by Messe Frankfurt in writing. Supplier shall notify Messe Frankfurt early on about details regarding the cooperation and provision of services to be rendered by Messe Frankfurt. Supplier may plead a lack of cooperation and provision only if Messe Frankfurt fails to render these after a reasonable grace period stipulated in writing expires.
- 3.10 If a work performance is rendered, a formal inspection and acceptance procedure must take place and an acceptance certificate created, unless otherwise agreed between Messe Frankfurt and Supplier. Supplier shall notify Messe Frankfurt of its readiness for acceptance in writing and with legally binding effect. Unless otherwise agreed, acceptance will be of the contractual services as a whole, not in part. Intermediate inspections, use, or commencement of use of parts of the contractual services will not be deemed acceptance or partial acceptance. During the inspection and acceptance procedure, Supplier shall prove that the services feature the contractual quality.
- 3.11 If Supplier renders services in accordance with 1.4, a single acceptance will generally take place.
- 4. Performance Deadlines and Default**
- 4.1 The deadlines for delivery and performance indicated in Messe Frankfurt's order are binding, and can be changed only by written mutual agreement.
- 4.2 If Supplier defaults on delivery, performance or both, Messe Frankfurt may demand a contractual penalty of 0.2% of the gross order value of the delivery or performance with which Supplier is in default, per day of delay (up to a total of 5%), unless Supplier can prove that Messe Frankfurt suffered less or no damage. The reservation of the contractual penalty must be asserted at the latest on the due date of the last payment or final payment. Messe Frankfurt reserves the right to assert further statutory claims or claims for further damages.
- 4.3 If Supplier realises it cannot adhere to an agreed delivery or performance deadline, Supplier shall inform Messe Frankfurt thereof in writing without undue delay. This will not affect any of Messe Frankfurt's rights.
- 5. Service changes**
- 5.1 Messe Frankfurt reserves the right to suggest subsequent changes in the agreed service and demand specific changes in Supplier's services. Agreed services may not be changed, expanded, or supplemented by other services (each a "service change"), unless those changes have been agreed in writing. These agreements on service changes are preceded by Supplier's written offers regarding those changes. In particular, those offers must contain the altered or additional scope of services, including the service deadline or performance periods and any additional remuneration incurred. Unless otherwise agreed, any additional remuneration must be based on the remuneration agreed in the order (e.g., hourly or daily rates).
- 5.2 Supplier shall execute the service changes without extra compensation or reimbursement of costs, provided the changes are minimal or were proposed because the development originally intended and proposed by Supplier offers little hope of success. "Minimal changes" mean that the costs do not exceed 1/10 of the agreed remuneration for the work. Supplier shall bear the burden of demonstrating and proving the additional expenses incurred.
- 5.3 Supplier may not refuse to make changes requested by Messe Frankfurt unless important reasons exist (if implementation would be technically impossible or unreasonable for Supplier, for example).
- 5.4 Supplier shall continue to provide the agreed services according to plan even during the change procedure, unless Messe Frankfurt notifies Supplier in writing that the services performed before the service change decision must be discontinued or performed with restrictions. Supplier shall notify Messe Frankfurt in writing without undue delay if executing the service changes would restrict or prevent the use of services which have already been rendered or whose rendering is still planned. Supplier shall indicate to Messe Frankfurt any risks that a requested change would incur.
- 5.5 If a service change is performed, Supplier shall adjust all documents and documentation.
- 6. Prices and payment conditions; Invoices**
- 6.1 If a maximum price based on hourly or daily rates is agreed, Supplier shall bill for its services on the exclusive basis of proof of performance that has been countersigned or otherwise approved, until the maximum amount has been reached. Services rendered after the maximum amount has been reached may be invoiced only if Messe Frankfurt

has commissioned those services in writing.

- 6.2 If a fixed price has been agreed, it will cover all agreed services. Invoices will be issued only after services have been rendered completely. Proof of performance must be countersigned by Messe Frankfurt and attached to the invoices.
- 6.3 If remuneration is based on hourly or daily rates, invoices will be issued on the exclusive basis of the proof of performance countersigned by Messe Frankfurt or otherwise approved and only after services have been completely rendered, unless otherwise agreed in writing.
- 6.4 Proofs of performance must be approved by Messe Frankfurt in writing. Unless otherwise expressly agreed in writing, the prices agreed for the rendering of services contain all of Supplier's expenses and costs, including travel expenses and travel times, as well as bonuses for weekend and night work. If it has been agreed in writing that Messe Frankfurt shall take over expenses and costs, the amount of those expenses and costs must be coordinated with Messe Frankfurt on a case-by-case basis.
- 6.5 Supplier will be remunerated for additional services only if this has been agreed in writing in advance. Unless otherwise agreed in writing, the remuneration calculated for the ordered services will apply mutatis mutandis.

7. Usage Rights

- 7.1 Supplier transfers the exclusive, transferable and sub-licensable right of use and exploitation without limitation in space, time and content for the respective work results (including but not limited to additional modules ("add-ons"), customising, source codes, methods, algorithms, models, ideas, designs, shapes, intermediate results, concepts, documentation, diagrams, photos, graphics, texts, etc.) for commercial and non-commercial purposes to Messe Frankfurt for all work services individually rendered for Messe Frankfurt upon acceptance, for all services individually rendered for Messe Frankfurt with the provision of the service, in all known and unknown types of use and exploitation in all media. This particularly, but not exclusively, includes the right to use, in whole or in part, to link to other works, the right to copy and disseminate, the right of processing and transformation, modification, addition, and development, including translation, dubbing and subtitling in all possible

languages, publication or utilisation of the processing of the work, transfer to video and audio recordings, filming, commercial screening rights, the right to public reproduction even outside of a particular event, streaming, all online rights (use at events and on company websites, social media channels such as Facebook, Twitter, etc., merchandising, (commercial) transfer to third parties and the right to archive. This includes the right to operate in any suitable system environment desired, including in third-party data processing equipment. Messe Frankfurt accepts this transfer of rights.

- 7.2 In other respects, the non-exclusive right of use without limitation in space, time and content for all work results of the Contracting Party which it has provided under the Agreement, but not individually for Messe Frankfurt (e.g., manual), and which is necessary or expedient for the intended use of the performance for the Messe Frankfurt, will pass with the acceptance or performance, in all known and unknown types of use. The companies affiliated with Messe Frankfurt pursuant to Sections 15 et seqq. AktG (German Stock Corporation Act) may also exercise the simple right of use, which can also be transferred or sublicensed to those companies. Messe Frankfurt will be entitled to any ownership of the work results that can be established. Supplier shall transmit to Messe Frankfurt at no charge the source codes on which the contractual services are based. The granting of rights under this item 7 is fully covered by the payment of the remuneration.
- 7.3 If the Contracting Party relies upon third parties to execute the Agreement, it will, if possible, acquire the rights in accordance with the foregoing provisions and transfer them to Messe Frankfurt. If a rights acquisition in the aforementioned scope is not possible in individual cases, the Contracting Party shall explicitly notify Messe Frankfurt in its bid and provide the license terms of the third party to Messe Frankfurt in their entirety. If the license terms of the third party are not disclosed and not incorporated in this Agreement, the usage rights agreed here will apply exclusively. Messe Frankfurt may reject the inclusion of the third-party performance. There is no obligation to name the author of the work results.
- 7.4 Supplier may not pass on to third parties any work results or parts thereof. Messe Frankfurt's prior written consent must

be obtained before (1) Supplier or any third party uses work results and other contractual services, or (2) Supplier uses methods and algorithms which underlie the work results and which are based on stipulations, operational workflows or other know-how of Messe Frankfurt.

- 7.5 The title to all material work results arising during the contractual services (e.g., documents, papers, drawings, sketches, plans and models) will be transmitted to Messe Frankfurt immediately after their creation, and must be transferred immediately after all services are finished.
- 7.6 The usage rights listed apply to all companies contractually affiliated with Messe Frankfurt pursuant to § 15 et seqq. AktG (German Stock Corporation Act). The usage rights to work results include the right to forward those results to third parties. In particular, Messe Frankfurt may distribute or licence the work results to companies outside Messe Frankfurt's group of companies, including for a fee.
- 7.7 Supplier shall render the work results without restriction regarding any usability, alterability or further dissemination which might result from applicable third-party licensing conditions or from statutory provisions. This especially applies to software or software components which are subject to an open-source licence or comparable licensing model. Supplier shall inform Messe Frankfurt if restrictions of the work results are unavoidable.

8. Defects

- 8.1 Supplier shall ensure that the services rendered are free from third-party rights (especially copyright) which could limit or exclude the use and exploitation of those services by Messe Frankfurt on which the order is based. If defects of title exist, Messe Frankfurt may demand that Supplier rectify them by concluding appropriate agreements with the rights holder in question. If the defects are not rectified within a reasonable period set by Messe Frankfurt, that party may reduce remuneration already paid, by the ratio of the portion of the service made unusable by the defect of title, or withdraw from the order or the contract, and demand damage compensation in either case. Supplier shall indemnify Messe Frankfurt from all third-party claims related to an asserted breach of property rights, and shall at Messe Frankfurt's request defend against third-party claims in a court of law at Supplier's expense.

8.2 If material defects exist, or if non-contractual performance is otherwise rendered, Messe Frankfurt may (1) demand that Supplier rectify the defect within a reasonable period through repair or producing a new performance, or, if performance involves rendering services, (2) prompt Supplier to render complete and contractual services. If Supplier fails to provide repairs or render complete and contractual service within the set reasonable period, or if Supplier refuses to provide repairs or contractual services, Messe Frankfurt may reduce the remuneration or withdraw from the contract and demand damage compensation. If the contract is for services, Messe Frankfurt may terminate the contract without notice and demand damage compensation.

8.3 If Supplier is obligated to create or adjust software, Supplier shall inspect that software for viruses, Trojans, or other system malware before it is delivered or installed. If Messe Frankfurt demands rectification for defective hardware, software or both, Supplier shall at its own expense deinstall the defective hardware or software, reinstall defect-free hardware or software, and perform all associated work.

8.4 Messe Frankfurt may demand that Supplier replace staff members, or other people Supplier has employed, if Supplier's breach of contractual obligations can be traced back to such employment. Supplier shall bear the cost for replacing and onboarding the new personnel.

8.5 Statutory limitation periods will apply. If defects of title or quality exist, Messe Frankfurt's claims will expire at the earliest two years after handover or acceptance of the contractual performance.

9. Liability and insurance

9.1 Supplier shall be liable without restriction for injury to life, limb or health, for guarantees and/or essential obligations or both (an obligation is "essential" if it is essential for attaining the contractual purpose and if Supplier may normally rely on its being complied with), under the applicable Product Liability Act, for breaches of obligations regarding information security and data privacy, for obligations to indemnify, for damages based on the intent or gross negligence of Supplier, its legal representatives, salaried employees or vicarious agents, for damages due to non-compliance with a guarantee issued to Messe Frankfurt, or for fraudulently concealed defects. This does not affect liability under the Product Liability Act. Supplier shall at its

expense maintain business and product indemnity insurance with a German insurance company for the duration of the contractual rendering of services, plus the duration of liability for defects and other defaults, with the following amounts of coverage for individual cases:

- a. Personal injury: the coverage for an individual case must amount to at least ten times the agreed price for the contractual service, but at least one million euros. The coverage may be limited to two million euros per case per insured year.
- b. Property damage and other damages: the coverage for an individual case must amount to at least eight times the agreed price for the contractual service, but at least five hundred thousand euros. The coverage may be limited to one million euros per case per insured year. At Messe Frankfurt's request, Supplier shall provide evidence that the insurance was concluded and is being maintained.

9.2 Messe Frankfurt will not be liable for personal injury, property damage or other damages caused on the premises of Messe Frankfurt, associated parking spaces, its exhibition halls, or its other buildings. Messe Frankfurt shall be liable without restriction for injury to life, limb or health, and for damages based on the intent or gross negligence of Messe Frankfurt or its legal representatives, salaried staff or vicarious agents, and for damages due to non-compliance with a guarantee given by Messe Frankfurt, and for fraudulently concealed defects. If essential contractual obligations are breached (an obligation is "essential" if it is essential for attaining the contractual purpose and if Supplier may normally rely on it being complied with), Messe Frankfurt's liability for simple negligence is limited to foreseeable damages typical of this type of contract. The liability for simple negligence is excluded for other damages.

9.3 The Contracting Party warrants that it can effectively grant the rights mentioned in item 7. The Contracting Party also warrants that the work results are free of third-party rights which could preclude the contractual granting of rights. In addition, the Contracting Party warrants that no personal rights are infringed by the use of the work results under this Agreement. The Contracting Party shall indemnify Messe Frankfurt on first request from all third-party claims, in particular claims that may be

raised against Messe Frankfurt which arise from infringements of property rights and/or personal rights violations in connection with the exercise of the contractual rights. The release from liability also includes the reimbursement of costs that Messe Frankfurt incurs or has incurred through prosecution/legal defence, if necessary also through use of patent attorneys. Impairments of contractual rights and/or legal risks becoming known to Contracting Party must be promptly communicated to Messe Frankfurt.

10. Confidentiality

10.1 Supplier shall treat as confidential all information about Messe Frankfurt or its affiliates, including its business partners, which Supplier obtains as part of the collaboration. Confidential information includes in particular business and trade secrets, know-how, and other data in which the interest in confidentiality arises from the nature of the information, regardless of how that information came to the attention of the receiving party and whether it was marked as confidential; in case of doubt, information provided will be deemed confidential. This obligation to confidentiality does not apply to information which at the time Messe Frankfurt provided it was already public knowledge, legally possessed by Supplier, or legally obtained by third parties. Neither does this obligation to confidentiality apply to information which must be specifically disclosed by law.

10.2 Supplier shall store confidential information and secure it against unauthorised access using state-of-the-art technology. At the request of the disclosing party, confidential information will be immediately destroyed using state-of-the-art technology or returned, unless this is precluded by a statutory retention period.

10.3 Supplier shall conclude suitable agreements to ensure that employees, vicarious agents and other commissioned third parties who can obtain knowledge of the information named in item 10.1 are obligated to confidentiality in accordance with item 10.

10.4 The confidentiality obligation shall be unlimited in time, as long as the information remains confidential in the context of the general statutory limits (Sections 138, 242, 305 et seqq. of the German Civil Code (BGB)).

10.5 Supplier may not refer to the business relationship with Messe Frankfurt without Messe Frankfurt's consent.

11. Data Protection

- 11.1 Supplier is responsible for complying with data protection regulations in its area of authority.
- 11.2 Supplier shall ensure in particular that the employees tasked with processing data are obligated in accordance with Art. 29 GDPR and have been instructed on the protective provisions of the GDPR.
- 11.3 If Supplier collects, processes or uses personal data to fulfil the contractual services for Messe Frankfurt, the parties shall enter into a separate agreement for commissioned data processing in accordance with Art. 28 GDPR.
- 11.4 The data protection obligations will survive indefinitely.

12. IT Security Directive of Messe Frankfurt and Prohibition on Transmitting External data

- 12.1 Messe Frankfurt's systems and system networks may be used only if this is necessary for contractual rendering of services and expressly named in the offer from Supplier on which the order is based, or if Messe Frankfurt has approved such use in writing. This also applies if Supplier connects its systems with Messe Frankfurt's systems and networks. In any case, Supplier shall observe Messe Frankfurt's current IT security provisions and stipulations.
- 12.2 If agreed services include data backups by Supplier, Supplier shall take suitable measures for data backups and recovery. The data must be backed up periodically (whether this is critical or not), so that stored data can be recovered at any time without problems.
- 12.3 If remote access to Messe Frankfurt's technical equipment or systems is granted through a remote login, the parties

shall conclude a separate agreement (inter alia a remote maintenance contract) regarding Messe Frankfurt.

- 12.4 Unless otherwise stipulated by the order, the software created for or provided to Messe Frankfurt may not automatically or unintentionally transmit data or information of Messe Frankfurt or their systems to Supplier or third parties, or transmit other external data, without Messe Frankfurt's prior written consent.
- 12.5 Supplier shall use recognised rules and up-to-date technology to avoid, identify, assess and remove security gaps. In particular, when using third-party software Supplier shall use only software that is maintained and updated periodically. Supplier shall bring in available patches and updates to ensure the third-party software features up-to-date security.

13. Termination and withdrawal

- 13.1 Unless otherwise regulated in the following or agreed separately between Messe Frankfurt and Supplier, the statutory provisions on termination and withdrawal will apply.
- 13.2 Supplier may not cancel orders for services under the services contract if the order stipulates that those services must be rendered by the time a project is concluded or a definite goal attained, or if those services are necessary to that end. In the aforementioned cases, Supplier may terminate without notice only if Messe Frankfurt has breached essential contractual obligations and that breach of contract is not remedied even after termination has been threatened and a reasonable period stipulated in writing has expired.
- 13.3 If Supplier's financial situation worsens considerably—especially if a motion is filed to open insolvency proceedings on Supplier's assets or a preliminary

insolvency administrator is appointed – Messe Frankfurt may terminate with immediate effect any existing continuing obligations.

- 13.4 Messe Frankfurt may also terminate the continuing obligations at the end of a month, with three month's notice and without prejudice to the agreed term, if Supplier discontinues the contractually agreed service or takes it out of operation.

14. Other Provisions

- 14.1 Amendments to this Agreement must be in written form in accordance with § 126 German Civil Code (BGB). This also applies to the clause requiring written form.
- 14.2 Finding a provision of these General Terms of Purchase to be invalid or unenforceable, now or in the future, will not invalidate its remaining provisions. The invalid or unenforceable provision must be replaced by one that is valid, enforceable, and comes closest to the economic purpose pursued by the original provision. The same applies to the supplementary interpretation of the contract.
- 14.3 Contractual rights or obligations may not be effectively transferred without Messe Frankfurt's prior written consent.
- 14.4 The place of performance for all of Supplier's contractual services is Frankfurt am Main. The laws of the Federal Republic of Germany will apply under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention). The place of jurisdiction is Frankfurt am Main, although Messe Frankfurt may seize any other competent court.