

GENERAL TERMS AND CONDITIONS OF BUSINESS
in respect of commissioning work and services in the IT area

1 Information and Data Protection

(1)

The contractor is aware of the fact that all information which it receives during his, her or its work for Arena One GmbH and which is to be kept confidential, in particular statutory provisions, instructions or which is, because of the nature of the matter, subject to commercial confidentiality and that all information that he, she or it receives about Arena One GmbH and its employees and customers is subject to commercial confidentiality. The contractor therefore undertakes to safeguard commercial confidentiality and to maintain the strictest secrecy about such information. Personal data is subject to data confidentiality. The obligation to safeguard commercial and data confidentiality continues to be effective after the termination of the contractual relationship. The contractor shall ensure that his, her or its employees occupied with the fulfilment of the contract are instructed on and bound by the safeguarding of commercial and data confidentiality. Furthermore, the contractor undertakes to provide access to all data associated with this agreement only to employees bound to data confidentiality under Article 5 of the Federal Data Protection Act (BDSG) and only to the extent necessary to render the services under this contract.

(2)

The contractor will handle personal data only in the context of the order and the instructions of Arena One GmbH in accordance with Article 11 of the Federal Data Protection Act. The regulations on data processing jobs shall further apply mutatis mutandis, if inspection or servicing of automated procedures or of data processing systems is carried out by the contractor and access to personal data cannot be excluded in this respect (Article 11 (5) of the Federal Data Protection Act). Arena One GmbH as the controller of such data shall be responsible for assessing the permissibility of data processing and for safeguarding the rights of the persons concerned in accordance with the data protection laws (entitlement to information, rectification, deletion, etc.).

(3)

Access to employee and customer data will be necessary only insofar as and granted to the extent required for the proper execution of the work. The contractor undertakes to oblige all third parties, who are employed in the context of fulfilling this contract, prior to the commencement of this work, to comply with the duty of confidentiality in respect of this data and to monitor this compliance.

(4)

The contractor guarantees sufficient data protection in the area of data processing in accordance with the order, so as to ensure the confidentiality, availability and accuracy of the data and must also ensure compliance with the necessary technical and organisational security measures for data protection in accordance with Article 9 of the Federal Data Protection Act.

(5)

After the termination of the contractual relationship, the entrusted personal data may only continue to be saved or safeguarded in another form by the contractor insofar as statutory or contractual periods for safekeeping require further safekeeping. Otherwise documents with personal data shall either be handed over to Arena One GmbH or – after consulting Arena One GmbH – destroyed by the contractor in compliance with the data protection law. Proof of destruction in compliance with the data protection law must be provided to Arena One GmbH on demand

GENERAL TERMS AND CONDITIONS OF BUSINESS in respect of commissioning work and services in the IT area

(6)

All rights to organisational documents, systems, programmes and data carriers, provided by the contractor, will remain with the latter. The transferring of rights to third parties requires a separate agreement. Arena One GmbH may exploit the results of the work without restriction (see also Numbers 20 and 29 Rights of Use).

(7)

Arena One GmbH is entitled at any time to check that the data is being handled in accordance with instructions and that the technical and organisational data protection measures undertaken are being complied with. The contractor is obliged to provide the information required for the supervision of orders and to safeguard the necessary rights of inspection and access. The generally required technical and organisational data protection measures are:

- Only such persons who have been obliged to comply with data and commercial confidentiality through the accompanying statement of commitment may be deployed to fulfil the order. In addition, insofar as the deployed personnel are entrusted with the maintenance of telecommunications equipment, a commitment to telecommunications confidentiality is to be effected.
- Access to the data of Arena One GmbH may only be granted insofar as necessary to fulfil the order. Rights of access are to be applied via User Administration.
- Test and trial runs may only be carried out on test data. Test data must always be made anonymous.
- Incidental test and discarded materials as well as copies of personal data are to be surrendered to Arena One GmbH or, on its instructions, destroyed in compliance with the data protection law.
- Arena One GmbH is entitled to define additional technical and organisational data protection measures in an individual case.

2 Documentation/Suitability of Documents and Materials

(1)

The contractor has to prepare and submit comprehensive, written documentation on the results of his, her its work, if this is required in the order or the work leads to a serious deviation in the processes as described in the issued manual of instructions and/or operating regulations.

(2)

The agent shall surrender all documents and other materials, which he, she or it has compiled in the rendering of the services, to Arena One GmbH. This also applies in the case of premature termination of the service agreement via ordinary or extraordinary termination.

3 Liability

(1)

The contractor is liable for personal injuries and damage to property caused by his, her or its slight negligence.

GENERAL TERMS AND CONDITIONS OF BUSINESS in respect of commissioning work and services in the IT area

(2)

For other damage, especially indirect damages, the contractor is liable in this case up to the amount of the total remuneration to be paid for the respective order.

(3)

In respect of the loss of or damage to data, the liability for damages encompasses the expenditure required to restore the data from the databases to be safeguarded by Arena One GmbH and the possible essential rectification work

(4)

The abovementioned liability limitations do not apply provided that the damage has not occurred due to gross negligence or intent or the contractor is mandatorily liable by law (e.g. under the Product Liability Act [*Produkthaftungsgesetz*]).

4 Acts Requiring Prior Consent

(1)

The contractor is entitled to assign accounts receivables under the contract only with the prior agreement of Arena One GmbH.

(2)

The involvement of subcontractors is only permissible after the prior, written agreement of Arena One GmbH. Arena One GmbH will only refuse this agreement for an important reason. It is entitled to demand the submission of the contractual provisions with the subcontracting enterprise.

(3)

Giving Arena One GmbH as a reference customer is only permissible in the context of self-promotional purposes and only with the express, written agreement of Arena One GmbH.

5 Applicable Laws, Place of Jurisdiction

(1)

German law is agreed for the contract.

(2)

Should the contractor be a trader, Munich is agreed as the exclusive place of jurisdiction for all legal disputes arising from this contractual relationship.

GENERAL TERMS AND CONDITIONS OF BUSINESS
in respect of commissioning work and services in the IT area

6 Supplementary Agreements, Amendments to the Contract

(1)

There are no supplementary agreements. Amendments and supplements to the contractual agreements involved must be made in writing.

7 Severability Clause

(1)

Should one of the provisions of these contract conditions be or become wholly or partially legally ineffective or prove to be unenforceable, the effectiveness of the other content of the contract is not affected by this. The parties shall replace the ineffective or unenforceable provision with an agreement that corresponds as closely as possible to the economic intent and content of the provision that is to be replaced.
