

# Integration and Service Contract

on the provision of integration and/or services in conjunction  
with seca devices and seca software

between

and

seca gmbh & co. kg  
Hammer Steindamm 3 – 25  
22089 Hamburg

hereinafter "Customer"

hereinafter "seca"

The Customer and seca shall also be referred to individually as "Party" and collectively as "Parties".

## Preamble

The Parties have concluded a contract for the purchase of seca devices (hereinafter referred to as "Purchase Contract"). In addition to this Purchase Contract, this contract for the provision of integration services and/or other services (hereinafter referred to as "Integration/Services Contract"), shall be an annex to the Purchase Contract and shall form an integral part thereof. On the basis of this Integration/Service Contract seca shall provide certain integration and/or services in conjunction with the seca devices and the seca software. On this basis, the Parties have agreed as follows:

### 1. Object and Scope of Services

The object of this Integration/Service Contract shall be the integration of seca devices and seca software into the customer's system environment as well as the provision of further services in accordance with the specifications of the Purchase Contract.

### 2. Schedule

The details of the dates for the provision of the services shall be agreed separately between the Parties.

### 3. Client's Obligation to Cooperate

Client shall support seca's performance under this Agreement as seca may reasonably require. Such support, which may include human resources, shall be provided at no charge to seca. Should Client fail to provide such support at the time requested, the due dates for services shall be extended automatically by a duration established by seca, at its reasonable discretion.

If and insofar as the Client does not fulfil this obligation to cooperate, or does not completely or on time, seca shall be further released from its own performance obligation insofar as services of seca are hindered or made more difficult. Furthermore, the Client shall be obligated to adequately compensate seca for any additional expenses incurred as a result of the non-performance or non-timely fulfilment of the cooperation services. Further contractual and/or legal claims and rights of seca including, without limitation, claims for damages and termination rights, remain unaffected.

#### 4. Remuneration

The services provided shall be remunerated according to the amount specified in the Purchase Contract.

#### 5. Property Rights and Know-how, Usage Rights

The property rights and know-how that already existed at the beginning of this Contract remain the property of seca. The term "Property Rights" covers granted and pending patents, utility models, designs as well as registered and declared trademarks. Rights of use hereof shall be granted only to the extent expressly agreed in writing.

seca shall grant the Client an indefinite, transferable and irrevocable right of use of individually generated results of the services including documentation, at the time of their respective creation. The right of use shall apply to all known types of use including editing, duplication, publication and marketing.

seca shall acquire the right to use, modify and exploit all generally available (and based on seca "know how") knowledge, procedures, procedural models, methods and intermediate results that do not contain customer-specific information.

The Client hereby acknowledges that seca's work and services hereunder and all results thereof are not "work made for hire" for Client and seca shall own all right, title, and interest therein. seca shall be considered the author for purposes of copyright and shall own all the rights in and to the copyright of the properties developed through provision of services. Furthermore, as between seca and Client, only seca shall have the right to obtain a copyright registration on the same which seca may do in its name, its trade name or the name of its nominees. Accordingly, among other things, seca is the author and owner of all deliverables under this Agreement, and shall have the sole and exclusive rights to do and authorize any and all of the acts set forth in Section 106 of the Copyright Act with respect to the deliverables and any derivatives thereof, and to secure any and all renewals and extensions of such copyrights. Client retains no right to use the deliverables except as provided in this Agreement and agrees not to challenge the validity of seca's ownership in the deliverables.

#### 6. Term and Termination

This Integration/Service Contract shall take effect upon signature by both Parties and shall be concluded for the duration of the Contract. Upon acceptance of the services and full payment of the due remuneration, this Contract automatically ceases to be effective and shall be terminated.

The Contract may not be orderly terminated by any Party. The right to terminate for good cause remains unaffected.