General Agreement
For a Linchpin Project

From _____

between

//SEIBERT/MEDIA GmbH
Kirchgasse 6
65185 Wiesbaden

– hereinafter: //SEIBERT/MEDIA –

and

_____

_____

_____

– hereinafter Client –

together jointly hereinafter referred to as **"Contract Partner, Contracting Parties or Parties"**.

Preamble

The Client plans to implement an intranet based on the software suite Linchpin in their company. //SEIBERT/MEDIA develops some of the components of the software suite Linchpin and is the authorized reseller for the remaining components. //SEIBERT/MEDIA also provides services that support the professional and efficient implementation of the software suite.

The Parties hereby agree on the following:

§ 1 Object

//SEIBERT/MEDIA will deliver to the Client as outlined by the Specification of Services (Attachment 2) the goods/services hereinafter “project result”, “deliverable” or “contractual item” and support the Client throughout the implementation.

§ 2 Priority of Provisions, Attachments

(1) In the case of conflicting or deviating provisions or clauses in the attachments to which this Agreement refers, the order of precedence shall be the provisions and clauses as detailed in this Agreement. The provisions of this Agreement apply solely when other contractual documents or

attachments contain contradictory provisions; General terms of service shall not apply to this Agreement or to other separate contracts contained within this Agreement unless they have been expressly detailed in this Agreement. Subtitles and headings serve solely as an orientation guide and have no bearing on the provisions as detailed.

(2) The following attachments shall form an integral part of this Agreement:

1. Offer _____ from _____, **Attachment 1**
2. Specifications of Services from _____, **Attachment 2**
3. Software License Agreement, **Attachment 3**
4. Software Maintenance Agreement, **Attachment 4**
5. Non-Disclosure Agreement, **Attachment 5**
6. Insolvency Agreement, **Attachment 6**

§ 3 Object

(1) //SEIBERT/MEDIA shall provide the Client with the Introductory Project as outlined in “Guaranteed Fixed Price for a Linchpin Introductory Project” in the Offer (Attachment 1). The project plan and timeline is standardized in the Specification of Services (Attachment 2).

(2) //SEIBERT/MEDIA shall purchase all license keys for the software as specified in the Offer (Attachment 1) and transfer them to the Client as detailed in the Software License Agreement (Attachment 3).

(3) //SEIBERT/MEDIA shall provide the Client with software maintenance services as outlined by the Software Maintenance Agreement (Attachment 4)

(4) The Parties shall designate the following people as project managers:

Project manager from //SEIBERT/MEDIA:

Name: _____

Email: _____

Telephone: _____

Project manager from the Client:

Name: _____

Email: _____

Telephone: _____

§ 4 Introductory Project

§ 4.1 Payment

(1) The Client shall pay //SEIBERT/MEDIA the total price as detailed in the Offer (Attachment 1).

(2) The Client agrees to pay //SEIBERT/MEDIA the following interim payments for the Introductory Project which are due for payment when the following dates or milestones have been reached:

1. after the order has been submitted: 30 %
2. after the provision and installation of the system: 20%

3. after delivery of the configured theme: 20%
4. after the successful launch: 30%

(3) All payments as detailed in this provision shall be payable without deduction within 30 days of the date of the invoice. All prices exclude any statutory VAT applicable.

§ 4.2 Delay

//SEIBERT/MEDIA shall not be responsible for any delay originating from the Client's sphere of activities, if //SEIBERT/MEDIA notifies the Client's project manager in writing of actual or possible delays within five (5) workdays after circumstances significant to an actual or possible delay have become known.

§ 4.3 Amendments

(1) Amendments to the Introductory Project that alter the Specification of Services (Attachment 2), require written confirmation by both Parties' project managers.

(2) The Contracting Parties may at any time request changes, additions or extensions to the agreed upon goods/services (Amendments). Amendments shall be made in writing and submitted to the project manager of the opposing Contract Partner. Amendments shall only be binding upon both Parties signing a written Agreement which details any and all changes to the definition of scope, remuneration, timeline and deliverable deadlines as well as changes to any contractual provisions resulting from the implementation of the amendment. Pending the agreed upon decision about the Amendment in writing, //SEIBERT/MEDIA shall provide the deliverables/services in accordance with the original Agreement.

(3) //SEIBERT/MEDIA shall not reject an Amendment without a justifiable reason. One justifiable reason for the rejection of an Amendment is in particular if, in //SEIBERT/MEDIA's reasonable opinion, the success of the entire project is jeopardized by the implementation of the Amendment, or if //SEIBERT/MEDIA does not have the available resources required to implement the Amendment. The Client may reject Amendments requested by //SEIBERT/MEDIA without stating a reason.

(4) If the Parties do agree on an Amendment, the existing scope of deliverables/services defined in the relevant Agreement shall continue to apply, unless the Client terminates the Agreement.

(5) In the event of termination as detailed in paragraph 4 of this provision, all services provided so far shall nevertheless be paid for by the Client.

§ 4.4 Acceptance

(1) //SEIBERT/MEDIA shall notify the Client's project manager when the interim payment milestones, as detailed in § 4.1 paragraph 2 items 2 through 4, are reached and request the Client accept the deliverables/services rendered. The Client shall accept within 7 workdays after written notification is sent by //SEIBERT/MEDIA to the Client's project manager. Acceptance shall be deemed given if the Client does not declare their acceptance within the period as specified in this provision, when the services have already been rendered.

(2) The Client shall not refuse acceptance for minor discrepancies from the agreed upon deliverable/service.

(3) //SEIBERT/MEDIA shall assist the Client with acceptance inspections and shall provide remedies for defects detected during this inspection within a reasonable timeframe.

§ 4.5 Termination

(1) The Client has the right to terminate the Introductory Project (Attachment 1) within a termination period of two (2) weeks, if the project's goals appear to be unattainable based on technical, temporal or commercial grounds. The right to terminate for significant reasons remains unaffected.

(2) The obligation to pay any payments already due as specified in § 4.1 Paragraph 1 and 2 shall still apply in the event of a termination.

(3) In the event of a termination, all license keys for test licenses shall be deleted, the software shall be uninstalled from the Client's hardware, and any storage medium containing the software shall be returned to //SEIBERT/MEDIA.

§ 5 Licenses

§ 5.1 Payment

(1) //SEIBERT/MEDIA shall provide the Client with valid test licenses for the standard software for up to six months. After six months, or with the installation of the standard software in the productive instance, whichever is first, the purchase and delivery of the licenses takes place.

(2) The invoice shall be issued immediately after delivery of the standard software. All payments under this provision are due within 21 days after the receipt of an auditable invoice. All prices exclude any statutory VAT applicable.

§ 5.2 Withdrawal

(1) The Client is entitled to withdraw from the purchase of the licenses as detailed in Attachment 1, in whole or in part, within twenty-one (21) days of receiving the license keys, without providing a reason, by reimbursing //SEIBERT/MEDIA for the corresponding license costs.

(2) The obligation to pay the Introductory Project's interim payments as detailed in § 4.1 paragraphs 1 and 2 is unaffected.

(3) In the event of a withdrawal, the Client is obliged to delete the corresponding license key, uninstall the corresponding software from their hardware, and return any storage medium containing the corresponding software to //SEIBERT/MEDIA.

§ 6 Miscellaneous

(1) This Agreement shall be in force from the date on which it is signed by both Parties and shall terminate as soon as all obligations under this Agreement have been fulfilled.

(2) The right to terminate this contract for exceptional reasons is unaffected.

(3) Amendments and additions to this Agreement must be in writing. There shall be no verbal collateral agreements.

(4) The end of this Agreement does not affect continuing contractual obligations outlined in the provisions, in accordance with the subject-matter within those provisions.

(5) Should a provision of this Agreement be or become invalid, all other provisions shall remain unaffected. Such an invalid provision shall be replaced with a provision which is in line with the

intention which the Parties could reasonably attribute to the invalid provision. This also applies in the event of any loopholes in this Agreement.

§ 7 Place of Jurisdiction, Governing Law, Arbitration, Choice of Law

(1) The place of jurisdiction is the location of the Client's headquarters.

(2) The governing law corresponds to the Client's headquarters. The Client is entitled to sue //SEIBERT/MEDIA at their headquarters' location.

(3) If the client initiates an arbitration procedure, all disputes arising out of or in connection with this Agreement shall be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce, Paris. The seat of arbitration is the location of the Client's headquarters.

(4) In all cases, the law of the Federal Republic of Germany shall apply with the exclusion of the UN Purchase Law (CISG).

//SEIBERT/MEDIA GmbH	Client
_____	_____
Location, Date	Location, Date
_____	_____
Name in Uppercase, Position	Name in Uppercase, Position
_____	_____
Signature	Signature