### Dispute Resolution

#### Formal Dispute Resolution Process

If any dispute from or in connection with this Agreement or its validity should arise, the Parties shall work together through a process of informal dispute resolution within each Party’s management organizations, as required in Exhibit 6 (Governance Model). Attachment 6-B applies.

If the Parties are unable to resolve disputes through informal means, a formal dispute resolution process (external to each Party’s organization), based on binding arbitration may be pursued by either Party. All disputes arising in connection with the Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) which are in force and effect at the time of initiating arbitration proceedings without recourse to the ordinary courts of law. The place of arbitration is Frankfurt, Germany. The number of arbitrators is 3 (three). The language of the arbitral proceedings is English, provided, however, that documents originally existing in German may be submitted in the German language without an English translation. All awards rendered by the arbitrators will be final and binding on all Parties and subject to no appeal. The expenses of the arbitration proceedings will be borne by the Parties in accordance with the applicable determinations of the arbitration tribunal.The applicable substantive law is German Law.

Even if any issue or other dispute arises between the Parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall Provider interrupt the provision of Services to Customer or any obligations related to termination, disable any hardware or Software used to provide Services, or perform any other action that prevents, impedes, or reduces in any way the provision of Services or Customer’s ability to conduct its activities, unless: (i) authority to do so is granted by Customer or conferred by a court of competent jurisdiction; or (ii) the Term of the Agreement has been terminated or has expired and a termination satisfactory to Customer has been completed.

#### Injunctive Relief

##### A Party may seek immediate injunctive relief if it makes a good faith determination that a breach is such that the damages to the Party resulting from the breach will be so immediate, so large or severe, and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy. A Party filing a pleading seeking immediate injunctive relief, which is not awarded in substantial part, shall pay all reasonable costs and attorneys' fees of the other Party.

#### Governing Law

##### The Agreement and performance under it will be governed by and construed in accordance with the laws of Germany.

### Termination

#### Termination for Cause

Customer may terminate the Agreement, in whole or in part (in particular with regard to individual Sites), if Provider (i) breaches in any material respect any of its duties or obligations under the Agreement and fails to cure such breach within thirty (30) days after written notice; (ii) materially breaches any duty or obligation under the Agreement which is not capable of being cured within thirty (30) days; or (iii) commits numerous breaches of its duties or obligations under the Agreement which in the aggregate are material.

Also, Customer may terminate the Agreement, in whole or in part (in particular with regard to individual Sites), if Provider fails to meet (i) the Minimum Service Level Target for the same Critical Service Level four (4) times in any rolling six (6) months period, or (ii) the Minimum Service Level Target for one or more Critical Service Level(s) twelve (12) times in any rolling twelve (12) months period.

If Customer chooses to terminate the Agreement in part, the charges payable under the Agreement will be equitably adjusted to reflect those Services that are not terminated. Customer shall not be liable for any termination fees associated with a Termination for Cause, other than payment for Services delivered through the effective date of the termination.

Provider may terminate the Agreement if and only if Customer breaches in a material respect its duty under the Agreement to pay undisputed charges, and fails to cure such breach within thirty (30) days after written notice.

No other failure by Customer to perform any of its responsibilities set forth in the Agreement shall constitute a material breach of the Agreement or be deemed to be reason for termination by Provider.

#### Termination for Convenience

Customer may terminate the Agreement for convenience in whole or in part (in particular with regard to individual Sites) upon six (6) months written notice. In case of Customer’ divestures such notice period shall be reduced to three (3) months. Provider will be entitled to payment of termination charges only as defined in **Attachment 4 A** (Supplier Pricing Form).

#### Termination for Change of Control of Provider

In the event of a Change of Control of Provider, Customer may terminate the Agreement in its sole discretion if (i) Customer deems the new ownership is a direct competitor of Customer, (ii) Customer does not have confidence that the new ownership has the ability or financial stability to deliver the Services in a satisfactory manner, or (iii) the new ownership is an undesirable supplier as deemed by Customer at its sole discretion.

Customer shall not be liable for any termination fees associated with a Termination for Change of Control of Provider in the event that Provider is acquired by or is merged into a new ownership which is a direct competitor of Customer.

#### Termination for Change of Control of Customer

In the event of a Change of Control of Customer, Customer may terminate the Agreement in its sole discretion if Customer deems that the Agreement would inhibit the planned Change of Control of Customer.

Provider must propose termination charges that are more favorable to Customer than those applicable to a termination for convenience.

#### Termination Due to Provider’s Financial Status

##### If (i) one of the leading credit rating agencies (e.g. Moody’s, Standard & Poor’s, Dun & Bradstreet, Creditreform) lowers Provider’s credit rating from the rating as of the Effective Date by more than two (2) steps; or (ii) Customer otherwise has reasonable cause to doubt Provider’s financial stability (e.g. Provider’s bankruptcy, concerns over Provider’s ability to perform its obligations under the Agreement consistently and in a sustained manner), then Customer may terminate the Agreement in its sole discretion with thirty (30) days of termination period.

#### Extension of Termination Effective Date

##### Customer may extend the effective date of termination or the end of the Initial Term or the Optional Period one or more times as it elects, at its sole discretion, on a per Site basis (meaning that Customer is free to determine for what term the Intial Term or the Optional Term shall be extended for each individual Site) following the original effective date of termination or the end of the Initial Term or the Optional Period. Each such extension shall have a minimum period of three months per Site. The pricing and Service Levels in effect at the time of the termination will continue to be in effect during this or any extension period.

#### Termination/Expiration Assistance

Commencing (i) six (6) months prior to the expiration of the Agreement; (ii) upon any notice of termination or non-renewal of the Agreement; or (iii) six (6) months prior to any other ceasing of Service under the Agreement and continuing through the effective date of expiration, termination or cessation, Provider will provide to Customer or to its designees (collectively, "**Successor**"), all necessary assistance to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to the Successor ("Termination/ Expiration Assistance") in accordance with **Exhibit 17** (Termination Assistance).

Provider shall provide the Termination/Expiration Assistance regardless of the reason for termination or expiration.

The quality of the Services provided by Provider, and Provider’s performance otherwise, will not be degraded during the Termination/Expiration Assistance period.

As part of Termination/Expiration Assistance, Provider will (i) provide such information as Customer may reasonably request relating to the number and function of each of Provider’s personnel who are employed or contracted by Provider to perform the Services under the Agreement, and Provider will make such information available to potential successors as designated by Customer; (ii) not make any material modifications to the level of Service or number of employees assigned to perform functions for Customer under the Agreement; and (iii) not modify the level of Service or reassign Provider’s employees or contractors away from performance of functions under the Agreement.

The Successor or Customer will have the right to extend offers of employment to all Provider personnel primarily assigned to or working on the Customer account. Provider will provide reasonable access to these employees.

#### RFP Assistance

##### Provider will provide Customer and its Affiliates with information related to the Services that Customer reasonably requests during the Term to enable Customer and its Affiliates to draft a request for proposal (RFP) relating to the Services and to provide due diligence information for recipients of such RFP, provided that Provider shall not be obliged to disclose information which is not Customer Information and (i) that is protected by non-disclosure-agreements with Third Parties (other than subcontractors), (ii) that contains business confidentialities of Provider which are not already known to Customer or a Third Party or (iii) which disclosure is forbidden by data protection law or any other applicable law. Provider may or may not be a recipient of such an RFP.