

General Terms and Conditions for the Delivery of Software and the Provision of Services

Date: November 2022

These General Terms and Conditions for the Delivery of Software and the Provision of Services (hereinafter referred to as the "Terms and Conditions") regulate all the related details that are necessary and relevant for the legal relationship between the two contracting parties. Please note: For reasons of better readability, the simultaneous use of masculine and feminine forms of speech is dispensed with. All references to persons apply equally to both genders.

For the purposes of these Terms and Conditions, "**CIDEON**" means the specific CIDEON company as named in the respective order confirmation and which enters into a contract with the respective customer on the basis of this order (hereinafter referred to as "CIDEON").

"**Customer**" within the meaning of these Terms and Conditions is the company, the merchant, the legal entity under private or public law or the special fund under public law which is named in the order confirmation as a contracting party of CIDEON (hereinafter referred to as "Customer").

"**Party**" within the meaning of these Terms and Conditions is the contracting party named in the respective order confirmation with regard to the deliveries and services to be ordered and on the basis of which a contract is established between the two contracting parties (hereinafter individually referred to as "Party" or collectively also as "Parties").

"**Contract**" for the purposes of these Terms and Conditions means the respective order confirmation together with the associated documents and agreements explicitly referred to therein. Offers as well as other drafts of agreements which serve to evaluate the cooperation and are exchanged between the Parties in the course of negotiations are non-binding and subject to change with regard to price, quantity, delivery period, delivery possibility, technical data, specifications and quality descriptions; a contract shall only be concluded upon execution and receipt of the order confirmation by the Customer. The order confirmation together with these Terms and Conditions, the documents explicitly referred to in the respective order confirmation and any further and other agreements relating to the order confirmation constitute a single contract (hereinafter referred to as "Contract").

"**Affiliated Companies**" within the meaning of these Terms and Conditions are legally independent companies which a) hold the majority of shares or the majority of voting rights in another company (majority shareholding) as well as such companies which are subject to such majority shareholding, or b) which are able to directly or indirectly exercise a controlling influence over another company (controlling relationship) as well as such companies which are subject to such a controlling relationship, or c) which are operated under joint management or are otherwise dependent upon one another (group relationship) (hereinafter referred to as "Affiliated Companies").

A. Principles governing cooperation between the Customer and CIDEON

1. Validity of the Terms and Conditions

- 1.1 The basis for all legal transactions between CIDEON and the respective customer and therefore authoritative for the respective legal relationship is the Contract. CIDEON generally rejects any additional, deviating and/or conflicting general terms and conditions of purchase or terms and conditions of the Customer, irrespective of whether they constitute a material change to the order confirmation and irrespective of the Customer's acceptance of and payment for CIDEON's deliveries and services, unless this has been explicitly agreed between the Parties accordingly; the Customer shall provide evidence thereof upon request.
- 1.2 Notwithstanding the foregoing, these Terms and Conditions shall always take precedence unless agreed otherwise between the Parties.

2. Prices, remunerations and other costs

- 2.1 All prices and licensing fees in accordance with the prices stated and agreed upon in the offer upon conclusion of the Contract (hereinafter referred to as "Prices") shall apply "ex works/EXW" (INCOTERMS 2010) and are exclusive of costs for packaging and insurance.
- 2.2 The remuneration for installations, training courses, software maintenance, support and consulting services, as well as training seminars, shall be stated separately in accordance with CIDEON's prices valid at the time of the conclusion of the Contract (hereinafter referred to as "Remuneration") and shall be based – unless agreed otherwise – on a time and material basis, i.e. on hourly and/or daily remuneration.
- 2.3 All prices and remunerations are – where applicable – exclusive of VAT and other applicable taxes, levies, surcharges and fees.
- 2.4 Where services and work are undertaken in accordance with Section B., Part II., a daily rate covers eight (8) working hours. Times in excess of this will be charged at 1/8 of the daily rate per hour. Travel times are calculated as working time. The basis for calculating travel times and travel expenses is the place of work of the employees respectively deployed by CIDEON.
- 2.5 Travel expenses, allowable expenses and other necessary expenditures (e.g. accommodation costs, messenger and translation services) incurred by CIDEON in conjunction with the rendering of the contractual services shall be invoiced according to the verified actually incurred costs. If CIDEON offers a fixed amount in settlement, the respective fixed amount shall replace the invoicing based on the actually incurred costs.

3. Payment, offsetting, right of retention

3.1 Unless agreed otherwise, the amounts of the prices and remunerations invoiced and owed to CIDEON shall be due for payment a) within thirty (30) days following receipt of the invoice by Customer without deductions and b) by non-cash transfer to CIDEON's bank account. The invoice shall be deemed to have been received three (3) days after it was issued unless the Customer provides evidence to the contrary. The Customer shall be in default after expiry of the payment deadline stated above.

3.2 The Customer shall only be entitled to offset against CIDEON's claims for payment if such claims are undisputed or have become legally binding. The Customer shall only be entitled to rights of retention insofar as they are based on the same legal transaction.

4. Type, scope and place of deliveries and services

4.1 CIDEON delivers all software at its discretion either:

- a) in physical, tangible form on a machine-readable data carrier "ex works/EXW or delivery centre" (INCOTERMS 2010); in this case, CIDEON shall determine the shipping method, shipping route and carrier, or
- b) in intangible form, i.e. as an online download over the internet, via a link provided by CIDEON granting access to systems provided by CIDEON for downloading a copy of the corresponding software. The corresponding link and associated download details will be sent to the Customer directly after conclusion of the Contract. The quality of the deliveries and services shall be exclusively determined by the performance description (or any technical specifications and/or specifications) valid at the time of conclusion of the Contract and available to the Customer, as well as the corresponding documentation made available to the Customer together with the deliveries and services.

4.2 Partial deliveries are permissible insofar as they are reasonable for the Customer.

4.3 All software is delivered exclusively in machine-readable object code or, in the SAP environment, in the ABAP programming language, and solely for use for the contractually intended purpose. The Customer is not entitled to disclosure or use of the source codes. In this respect, the source code is not the subject of the Contract unless otherwise explicitly agreed in writing.

4.4 The provision of services and work, e.g. installation, implementation, customising, adaptation and consulting work, training seminars and other support and training services, shall take place on the basis of and in accordance with the provisions described in more detail in these Terms and Conditions under Section B., Part II.

4.5 In the case of physical shipment, the time at which CIDEON hands over the data carrier and the documentation to the transport company shall be authoritative for the adherence to delivery dates and the transfer of risk, otherwise this is the time at which the software is available for download as described in Section A., Clause 4.1 and CIDEON has communicated the download details to the Customer.

4.6 Unless explicitly agreed in the Contract, delivery dates are always non-binding and are only approximate; they are subject to timely delivery by CIDEON's subcontractors as applicable.

4.7 If an agreed delivery date is surpassed for reasons for which CIDEON is responsible, the Customer shall set CIDEON a written deadline of at least one (1) week.

4.8 As long as CIDEON a) waits for the Customer's cooperation or information or b) is hindered in its performance by strikes or lock-outs at external companies or at CIDEON (in the latter case, however, only if the industrial action is lawful), official intervention, legal prohibitions or other circumstances beyond CIDEON's control ("force majeure"), delivery and performance deadlines shall be deemed to be extended by the duration of the hindrance and by a reasonable start-up time after the end of the hindrance ("downtime") and a breach of duty shall not exist for the duration of the downtime. CIDEON shall notify the Customer without delay of such hindrances and their anticipated duration. If the force majeure lasts uninterrupted for more than three

(3) months, both Parties shall be released from their performance obligations.

4.9 Performance of the Contract on the part of CIDEON shall be subject to the proviso that CIDEON does not thereby breach any provisions of national and international export and foreign trade law or violate sanctions or embargoes.

5. Cooperation and information obligations of the Customer

5.1 The Customer shall inform himself about the essential functional features of the deliveries and services and shall bear the risk as to whether these correspond to their wishes, needs, as well as their hardware and software environment and the qualification level of their employees and otherwise employed persons, i.e. in particular with regard to the system requirements and the handling of the software by their employees and otherwise employed persons.

5.2 The setup of a functional – including taking into consideration the additional load caused by the deliveries and services – and adequately dimensioned hardware and software environment is the sole responsibility of the Customer.

5.3 The Customer shall thoroughly test the deliveries and services for deficiencies and their usability in the existing hardware and software configuration before using them. This also applies to deliveries and services received by the Customer within the scope of warranty and support work.

5.4 The Customer shall observe the instructions and minimum requirements stipulated by CIDEON for installing and operating the deliveries and services.

5.5 The Customer shall provide the requirements and parameters necessary for the contractual fulfilment of the agreed deliveries and services at no cost and to the extent required, i.e. for example employees, work rooms and access to these, as well as hardware and software, data and telecommunication facilities.

5.6 In order to enable CIDEON to remedy any faults as effectively and quickly as possible, the Customer shall grant CIDEON access within the scope of its troubleshooting activities to CIDEON's deliveries and services, in particular to software and parts thereof. The Parties shall, as required, enter into the necessary agreements and take security measures to safeguard data protection.

5.7 The Customer gives their assurance that they back up their data on a regular basis at appropriate and adequate storage intervals within the framework of general legal and business management and organisational principles and, in particular, IT security and compliance principles. Before CIDEON accesses data within the aforementioned scope and for the relevant purpose, the Customer shall back up the affected data (e.g. project files) in the manner stated above. A regular data backup is adequate if – depending on the sensitivity and relevance of the data – it guarantees immediate or quick restoration with reasonable effort of the state that existed before the data was accessed.

6. Warranty and limitation period

6.1. CIDEON shall provide the Customer with the deliveries and services free of material deficiencies and defects of title, whereby only considerable defects are significant in this respect.

6.2 In the case of deliveries and services, CIDEON warrants in accordance with the following provisions that the performance features agreed in the Contract are fulfilled and correspond to the agreed scope of performance and that the use of these services to the contractual extent does not conflict with any rights of third parties. Agreements on the quality of the deliveries and services are to be understood as a performance description and do not constitute a quality or durability guarantee. The Customer may only assert warranty claims for reproducible or otherwise detectable deficiencies. They shall document such deficiencies in a comprehensible manner and



send CIDEON the notification of the deficiency and the documentation without delay after becoming aware of the deficiency by stating all the known and relevant information. The Customer is obliged to take all reasonable measures to facilitate the determination of the deficiencies and their causes.

- 6.3 If CIDEON is obliged to remedy a deficiency, CIDEON may, at its discretion, remedy material deficiencies by means of subsequent performance, substitute provision of the software or the deliveries and services, or by indicating or providing a reasonable workaround solution which is suitable for avoiding the effects of the deficiency.
- 6.4 In the event of defects of title, CIDEON shall provide a warranty by means of subsequent performance. For this purpose, CIDEON shall, at their discretion, provide the Customer with a legally flawless possibility of using the deliveries and services.
- 6.5 The warranty shall apply to the latest version of the software released by CIDEON. A new version (i.e. any new software version for deliveries and services, in particular updates, hotfixes, patches, service packs, etc., but not other modules, products, add-ins, add-ons) shall be accepted by the Customer if it serves to avoid or eliminate deficiencies, the contractual scope of functions is maintained, and usage of the new version does not result in significant disadvantages for the Customer.
- 6.6 CIDEON shall be entitled to make the subsequent performance dependent upon the Customer having paid at least a reasonable part of the price or remuneration.
- 6.7 If the subsequent performance fails within a reasonable period of time, the Customer shall be entitled to withdraw from the Contract or to reduce the price or the remuneration if the Customer has previously set CIDEON a written deadline to remedy the deficiency and this deadline has expired without success. CIDEON shall pay damages or reimbursement of futile expenses due to a deficiency within the limits of the compensation as stipulated in the Contract.
- 6.8 Warranty claims on the part of the Customer shall not extend to such deliveries and services which the Customer modifies or which are used in a system environment other than the intended or contractually agreed system environment. The Customer has the right to prove that the alternative usage was not the cause of the deficiency.
- 6.9 The limitation period for claims under this provision is one year.
- 6.10 There is no entitlement to a warranty in the case of purely contractual services.

7. Liability

- 7.1 CIDEON shall be liable in accordance with the statutory provisions for damage caused by CIDEON or a vicarious agent of CIDEON intentionally, through gross negligence or as a result of a negligent breach of essential contractual obligations. Essential contractual obligations are those the fulfilment of which makes proper performance of the Contract possible in the first place and on whose compliance the other Party may regularly rely (so-called "cardinal obligations").
- 7.2 Liability for indispensable statutory contrary regulations as well as for cases of injury to life, body or health and for claims in accordance with the German Product Liability Act, as well as from guarantees, shall remain unaffected by the limitations of liability stated below.
- 7.3 In the event of a negligent breach of non-essential contractual obligations, CIDEON shall be liable for the resultant material damage and financial loss the occurrence of which was typically and reasonably to be expected at the time of the conclusion of the Contract. The criterion for this shall be the total volume of prices and/or remuneration for CIDEON agreed under the respective contract insofar as such can be determined or insofar as it can- not be determined (e.g. due to an indefinite term), the total remuneration paid to CIDEON within the twelve (12) months preceding the damage event, or the average paid monthly remuneration. The Customer is at liberty to prove that CIDEON should have expected greater damages.
- 7.4 Liability is excluded in the remaining cases. This shall also apply in the event of indirect damage, consequential damage or loss of profit.

7.5 CIDEON is free to object to contributory negligence.

8. Confidentiality and data protection

- 8.1 The Parties undertake to keep secret and not to disclose to third parties all information which they have received directly or indirectly in conjunction with the respective contract as well as in the course of its performance and which is of a technical, financial or otherwise commercial or confidential nature; companies affiliated with the Parties shall not be deemed to be third parties. Furthermore, the Parties are prohibited from using the obtained information for purposes other than those explicitly stated in the Contract.
- 8.2 These confidentiality obligations do not apply to such information which is in the public domain or which was already known to the Party, or which the Party has obtained in a legally permissible manner from a third party or has developed itself without breaching confidentiality obligations. The burden of proof lies with the invoking Party.
- 8.3 These obligations of comprehensive secrecy and confidentiality shall continue to remain in force following termination of the respective contract.
- 8.4 CIDEON shall be entitled to collect, process and store personal data of the Customer taking into consideration and in accordance with the provisions of the applicable data protection laws, guidelines and other regulations.
- 8.5 Should CIDEON conduct any evaluations of customer data, CIDEON shall do so solely within the scope permitted by data protection legislation.
- 8.6 CIDEON further warrants that all employees of CIDEON have been bound in writing to data secrecy and to maintain special confidentiality in accordance with the applicable data protection, telecommunications and other relevant laws.

9. Final provisions

- 9.1 CIDEON may, at its own discretion, engage subcontractors selected by CIDEON to render specific services. CIDEON is responsible for the services rendered by these subcontractors as it is for its own services.
- 9.2 Amendments and supplements to these Terms and Conditions and/or the respective contract must be made in writing (including fax and email) and must be explicitly marked as such. The same applies to amendments of this clause. No verbal ancillary agreements have been made.
- 9.3 Should any provision of these Terms and Conditions be or become invalid, contain an inadmissible deadline or a loophole, the legal validity of the remaining provisions shall remain unaffected. In this case, the Parties shall agree upon a valid provision in place of the invalid provision which comes as close as possible to the economic and legal intentions of the Parties.
- 9.4 These Terms and Conditions and the entire legal relationship between the Parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and private international law and its choice of law clauses or conflict of laws rules.
- 9.5 The sole legal venue for all disputes arising from and in conjunction with these Terms and Conditions shall be CIDEON's place of business. If CIDEON takes legal action, CIDEON shall also be entitled to choose the contractual partner's place of business as the legal venue.
- 9.6 The respective contract may not be transferred or assigned to a third party without the prior written consent of CIDEON (which may not be unreasonably withheld) unless the transferee or assignee is a successor in title by reason of merger, transfer, amalgamation, acquisition, legal reorganisation, sale of assets or purchase of in essence all of the assets of the transferring or assigning party to which the subject matter of these Terms and Conditions relates.



B. Special provisions governing cooperation between the Customer and CIDEON

I. Standard software, third-party software

1. General principles

1.1 "Standard software" within the meaning of these Terms and Conditions is – including the associated application documentation – software and software products, i.e. programs, program modules, applications, tools, add-ins as well as other prefabricated solutions etc., which have been developed and/or provided for

a majority of customers and their needs in the relevant market. In principle, standard software includes in particular all products which CIDEON offers or is in the process of offering on the market at its prices or otherwise does not exclusively and individually develop and make available for a single customer (hereinafter collectively referred to as the "Standard Software").

1.2 Software from other manufacturers within the meaning of the Terms and Conditions is considered to be any software and/or parts thereof not developed by CIDEON and/or of which CIDEON is not the author or co-author and/or which is not the property of CIDEON (hereinafter referred to as "Third-party Software").

1.3 The Third-party Software referred to in Section B., Part I., Clause 1.2 above also includes in particular any open source software (hereinafter referred to as "OSS").

1.4 If the software has defined namespaces, the namespace of the manufacturer or CIDEON shall be deemed to be the Standard Software; any development outside of this namespace shall not be deemed to be Standard Software.

2. Granting of rights of use and licensing rights

2.1 CIDEON shall grant the Customer the corresponding rights of use ("licence") to the Standard Software in accordance with the provisions described in these Terms and Conditions and CIDEON's licence model in force at the time of the conclusion of the Contract. Any use of the Standard Software beyond this is forbidden and is solely permitted with the explicit written consent of CIDEON.

2.2 CIDEON shall grant the Customer, in each case exclusively limited to internal application purposes, the following licences in accordance with the respective licences listed in the Contract upon conclusion of the Contract and subject to the condition precedent of full payment of the corresponding invoice amount:

- a) **Single workplace licence:** Simple and temporally unlimited right of use, but limited in terms of content and location to a single installation on a single workstation hardware; or
- b) **Network licence:** Simple and temporally unlimited right of use which is, however, restricted in terms of content and location to an installation on multiple computers in the company's internal network and exclusively to the country in which the Customer has its place of business as stated in the Contract; in this respect, the maximum number of parallel users is based on the number of purchased and activated licences, which is administered on the server side by licence management software provided by CIDEON. If this place of business is within the European Economic Area (EEA), this licence is valid for the entire EEA.
- c) **WAN licence:** If the Customer purchases a so-called WAN network licence, the provisions of the aforementioned Clause 2.2 lit. b) shall apply with the special condition that the spatial usage is permitted worldwide.
- d) **Named user licence:** The software can only be used by registered named users. Any further or other restrictions arising from this type of licence – in particular the membership of products in product families – can be found in the associated documents.

Internal application purposes cover the processing of the Customer's own internal business transactions as well as those of companies affiliated with the Customer. In particular, (i) a computer centre operation for third parties or (ii) temporary provision of the Standard Software (e.g. as Application Service Provider) for other than Affiliated Companies or (iii) usage of the Standard Software for training persons who are not employees

or otherwise engaged by the Customer or its Affiliated Companies, shall only be permissible with CIDEON's prior written consent. Operation by a third party on behalf of, under the control of and exclusively for the purposes of the Customer (IT outsourcing, hosting) is permitted. The use of technical solutions by the Customer by means of which the Customer intends to enable the software to be used outside of the purchased licensing conditions, i.e. in particular using dongle servers and remote maintenance software, is forbidden.

2.3 A transfer of the Standard Software and a transfer of the rights of use to third parties is only permissible if the Customer has previously been granted permanent rights of use to the Standard Software for an unlimited period of time, and only if the Standard Software and the rights of use are transferred to the third party to the same extent and in the same composition as they were previously acquired by the Customer. The Standard Software may only be handed over to the third party in a uniform and complete form together with the documentation and all other associated materials. A temporary transfer, rental or loan is forbidden. A partial transfer of the Standard Software or parts thereof to third parties or a transfer of the same Standard Software to multiple third parties is prohibited except in cases explicitly permitted by law. In the event of a permissible transfer, the Customer shall ensure, and may also prove in writing upon CIDEON's request, that

- the third party has undertaken to comply with these Terms and Conditions and the rights of use or restrictions thereof granted therein;
- the Standard Software, dongles, any serial numbers, documentation and other materials supplied with the Standard Software, including all copies, updates and earlier versions, have been transferred to the third party;
- the Customer has not retained any copies, including backup copies;
- CIDEON has been informed about the transfer and the third party by providing the relevant serial numbers and licence keys for the relevant Standard Software; and
- the transfer of the serial numbers and licence keys to the third party has been arranged at CIDEON.

All rights of use held by the Customer for the Standard Software expire with the transfer.

A permissible transfer of the Standard Software under the above conditions shall not automatically result in a transfer or assignment of warranty claims or a maintenance contract for the Standard Software that may exist between the Customer and CIDEON.

2.4 Making copies of the Standard Software is only permissible to the extent and in such a number as is necessary for use in accordance with the Contract. The Customer may make backup copies of the Standard Software in accordance with technological rules and to the necessary extent. Backup copies on portable data carriers must be marked as such and labelled with the copyright notice of the original data carrier. They must be appropriately documented with regard to the number and whereabouts of such copies, and this information must be submitted to CIDEON accordingly upon request. If the Customer has purchased the Standard Software as an online download, they are entitled to copy it onto a data carrier. The rights to and in conjunction with such an online copy shall also be governed by the provisions in these Terms and Conditions.

2.5 The Customer is only permitted to undertake such changes, extensions and other modifications to the Standard Software that are permitted exclusively within the framework of the applicable laws and prevailing case law, i.e.

- a) in particular decompilations in order to establish interoperability with other hardware and software, or
- b) as are necessary for purposeful usage and troubleshooting or,



- c) which have been explicitly contractually agreed. The Customer shall otherwise have no right to alter the software.
- 2.6 Should CIDEON provide the Customer with a New Version within the scope of remedial or maintenance measures which replaces previously provided contractual items ("Old Version"), this shall be subject to the provisions of these Terms and Conditions.
- 2.7 Should CIDEON provide a New Version of the Standard Software, the Customer's authorisations under the respective Contract shall expire with respect to the Old Version even without an explicit request by CIDEON to return it. However, the Customer may continue to use the Old Version for compatibility reasons if their customers or suppliers are using older versions; this does not increase the number of purchased overall licences. However, the Customer shall not be entitled to any software services, in particular not to support and maintenance for this Old Version. If the Customer uses the New Version with a file originally saved using an Old Version, this file can no longer be edited with the Old Version.
- 2.8 CIDEON shall not obtain any rights to the Customer's files, documentation and other data created by using the Standard Software in the intended and contractually agreed manner.
- 3. Third-party Software**
- 3.1 The terms of use respectively the licensing conditions of the respective manufacturer solely apply for Third-party Software. Such Third-party Software is listed in the corresponding offer with the name and/or the product designation of the respective manufacturer (e.g. SAP, Autodesk), usually together with a reference to their terms of use.
- 3.2 No Third party Software is part of the software service or other software maintenance and support services, and the rules and regulations governing the software service or software maintenance and support services set out in these Terms and Conditions do not apply to such Third-party Software. The terms and conditions of the respective manufacturer of the Third-party Software shall exclusively apply for it.
- 3.3 The required information and documentation about OSS are part of the accompanying documentation for the Standard Software in accordance with Section A., Clause 4.1 lit. b).
- 4. Protection against unauthorised copying of the software (measures and mechanisms)**
- 4.1 CIDEON is entitled to use hardware or software copy protection measures for all its deliveries and services to protect its intellectual property.
- 4.2 The Customer shall use the software and all its associated components exclusively for the intended purpose and in accordance with the Contract and, in particular, shall keep the hardware copy protection items (dongle) provided to them carefully and securely from access by third parties in order to exclude misuse. Third parties within the meaning of this provision do not include the Customer's employees and other persons who are present at the Customer's premises for contractual usage of the contractual objects.
- 4.3 The Customer shall not modify or remove any copyright notices, labels and/or control numbers or marks of CIDEON or the respective licensor/manufacturer.
- 4.4 CIDEON is entitled to check at reasonable intervals whether the deliveries and services are being used in accordance with the provisions of these Terms and Conditions. For this purpose, CIDEON shall be entitled to demand information from the Customer, in particular regarding the period and scope of use of the supplies and services, as well as to inspect the Customer's books, documentation, hardware and software. For this, CIDEON shall be granted access to the Customer's business premises during normal business hours and shall be permitted to use the software alongside and in CIDEON's software for this purpose. CIDEON shall notify the Customer in writing about such an inspection in advance and in good time.
- 4.5 If the Customer hands over or relinquishes direct possession of data carriers, memory modules or other hardware on which software or other associated components of CIDEON are stored

(in whole or in part, unchanged or modified), the Customer shall ensure that the stored software and other aforementioned integral components of CIDEON are completely and permanently deleted.



II. Services and work performances

1. Provision of services and work performances

- 1.1 In the case of contractual work services, CIDEON shall be responsible for controlling, managing and monitoring the performance of the services as well as the achieved results (hereinafter individually referred to as the "contractual work services"). Contractual performance services serve to advise and support the Customer. CIDEON renders services on its own authority; the Customer shall remain responsible for the results targeted and achieved by the Customer (hereinafter individually referred to as the "contractual performance services"). Estimated prices stated in the offer for services and work performances based on time and material requirements are not binding. The bill of quantities used to quote an estimate are based on an assessment of the foreseeable scope of services based on CIDEON's experience and conducted to the best of its knowledge.
- 1.2 For the provision of its services (hereinafter referred to as "provision of services"), CIDEON is dependent upon fulfillment by the Customer of the necessary obligations to cooperate ensuing from the type of service, but in particular those stated under Section A., Clause 5 of these Terms and Conditions. If the Customer does not fulfil these obligations to cooperate or fulfils them to an insufficient degree or belatedly resulting in delays and/or damages, CIDEON shall not be responsible for such damages or any resultant consequential damages, and the agreed dates shall be deferred accordingly by the duration of the delay caused by the Customer's failure to fulfil its obligations to cooperate altogether or to an insufficient degree. If additional expenditure becomes necessary due to failure on the part of the Customer to render cooperative services, CIDEON may invoice this additional expenditure at its usual terms and conditions and without prejudice to further statutory rights.
- 1.3 The "description of the services" for contractual work services, in particular adaptation programming, customising or similar work, shall be drafted and recorded jointly between the Customer and CIDEON in a performance description, a requirements specification, a specification or other overviews of this kind (hereinafter referred to as the "performance description") – dependent upon the type of contractual work service – before and/or during the performance of the service with regard to the acceptance of the service.
- 1.4 In the case of contractual work services, CIDEON shall on the final deadline – if so agreed – provide the Customer with proof of the fulfilment of the services and an acceptance shall be undertaken by performing a functional test or a trial operation in accordance with the parameters agreed in the performance description and/or the contract by means of the following general procedure:
- a) The result of the acceptance shall be recorded in a report to be drawn up and signed jointly by CIDEON and the Customer, which shall also contain a list of deficiencies with the deficiencies as categorised by the Parties; this shall also apply in the absence of deficiencies.
 - b) If the Customer does not undertake the acceptance without delay, CIDEON may set the Customer a reasonable deadline in writing for the acceptance of at least one (1) week. The acceptance shall be deemed to have been implicitly declared after expiry of the deadline if the Customer has been explicitly notified in writing about the set deadline and has not given written notice of any deficiencies preventing acceptance by the expiry of the set acceptance deadline.

- c) The acceptance shall also be deemed to have been issued if the Customer uses the deliveries and services for productive purposes (i.e. not just for test purposes) unless a trial operation under productive conditions was explicitly agreed as part of the acceptance procedure.
 - d) Insignificant deficiencies (i.e. category 2 and 3 faults) which do not affect the functionality of the product shall not entitle the Customer to refuse acceptance. Faults in these categories 2 and 3 shall be remedied in accordance with a schedule to be drawn up jointly by the Parties.
 - e) If the performance owed by CIDEON can be split into completed subsystems that can be accepted separately, the Customer shall be obliged to accept them if they are capable of being accepted. Components or partial results that are used for productive purposes by the Customer shall be deemed to have been accepted.
 - f) The procedure described in this Clause 1.4 shall apply accordingly if releases or functional tests are planned instead of an acceptance, even if these are not intended to have the effect of an acceptance.
- 1.5** The categorisation of faults with regard to the acceptance takes place in the following fault classes:
- Category 1:** The software cannot be used. The fault cannot be circumvented in an economically reasonable manner by organisational or other means.
- Category 2:** Use of the software is not impaired to the extent that it cannot be used. The fault can be circumvented in an economically reasonable manner by organisational or other means.
- Category 3:** No significant impact on the functionality and usability. Use of the software is not or only negligibly restricted.
- 2. Changes to the scope of services**
- 2.1** Either Party may submit a written request to the other Party to have changes made to the agreed scope of services. Upon receipt of a change request, the recipient will review the change to determine whether and on what terms it is practicable and will notify the applicant in writing without delay of its approval or refusal and, if applicable, state the reasons for its decision. If a change request by the Customer requires an extensive examination, CIDEON shall notify the Customer accordingly before beginning the examination. If the Customer agrees to the examination by CIDEON, CIDEON shall invoice the Customer for the expenditure required for the examination after the Customer has given its prior written consent.
- 2.2** Changes to the agreed scope of services shall only become valid in accordance with the underlying principles of these Terms and Conditions after conclusion of the corresponding change agreement. Until such time, CIDEON shall be entitled and obliged to continue the work on the basis of the existing contract.
- 3. Project manager**
- The Customer shall nominate a responsible person who can and does give CIDEON the necessary information at short notice, make decisions or bring them about. CIDEON shall also nominate a project manager who has the necessary expertise, can provide sufficient information and is able to bring about decisions at short notice.
- 4. Property rights, copyrights and rights of use**
- Unless agreed otherwise in the respective contract, the Customer shall receive an unlimited, irrevocable, spatially unrestricted, non-exclusive and non-transferable right of use to the contractual services; granting of the rights of use is subject to full settlement of all claims for remuneration to which CIDEON is entitled under the respective contractual relationship. CIDEON shall retain all property rights, copyrights and other rights of use subject to other regulations.
- 5. Third-party materials**
- The Customer gives CIDEON their assurance that all materials made available to CIDEON within the scope of the order are not subject to third-party rights that would prevent CIDEON from using them.

The Customer shall indemnify CIDEON against all ensuing claims asserted by third parties except in cases of intent or gross negligence on the part of CIDEON or its vicarious agents.

III. Software service

1. Software service for Standard Software

CIDEON shall render software services solely for its proprietary and accordingly designated Standard Software.

2. Subject matter of the Software Service

2.1 "Software service" within the meaning of these Terms and Conditions are services with regard to the support and maintenance of Standard Software in accordance with the rules and regulations described in these Terms and Conditions; the scope and type of the services to be provided are based on the software service level, which in turn is based on the associated performance description, as described in detail in the respective contract (hereinafter collectively referred to as "Software Service").

2.2 Unless agreed otherwise, CIDEON shall only be obliged to provide the Software Service for the most recent version of the Standard Software as provided to the Customer on the basis of its respective contract.

2.3 Within the scope of the Software Service, the Customer receives the standard variant of each new software version. The Customer is fundamentally responsible for taking over any customised adaptations. Individual programs as well as customised adaptations of the software based on customising technologies such

as API programming, scripting, individualisation of master data, batch routines, etc., are excluded from the Software Service. If CIDEON is to undertake any work necessary in this respect to maintain operability following the delivery of new versions of the Standard Software, such work is to be commissioned and remunerated separately.

Software or parts thereof with namespaces:

In the case of software with namespaces, the namespace of the manufacturer or of CIDEON is authoritative for distinguishing between the Standard Software and customised adaptations. Standard developments are undertaken under the namespace of the manufacturer or CIDEON, customised adaptations under the namespace of the Customer.

3. Scope of the software service

3.1 CIDEON shall render the services listed in the respective contract for the term of the contract in accordance with the performance description valid at the time of conclusion of the contract.

3.2 Unless explicitly agreed otherwise, the following services are not part of the contract and require a separate agreement:

- Services for programs that are not used under the operating conditions stipulated by CIDEON.
- Adaptations of the software in line with new operating system releases or conversions of the software for use with operating systems for which the software has not been generally released by CIDEON.
- Service work that becomes necessary due to a failure by the licensee to observe the operating instructions, other forms of incorrect usage, negligent or intentional damage, or modification of the software or its data carriers.
- Any services rendered at the installation site.
- Training services via hotline.

Such services are to be ordered separately on the basis of a corresponding offer.



4. Service charges

- 4.1 The charges are calculated as an annual inclusive price in accordance with the respective contract. The charges are invoiced in advance for the respective year.
- 4.2 The respective inclusive charge as regulated in the contract can be increased subject to a written notification of three (3) months to the end of a contract year (for the first time after the end of the first (1st) contract year). In the event of an increase of more than 10%, the Customer shall be entitled to terminate the Software Service subject to a notice period of one (1) month before the effective date of the increase.

5. Duration of the Software Service

- 5.1 The Software Service is agreed for an initial fixed term of twenty-four (24) months from the start of the contract. After expiry of the initial fixed term, the Software Service shall be automatically renewed for a further twelve (12) months respectively unless it is terminated in writing by either Party subject to three (3) months' notice to the end of the respective term. During the respective term, the Software Service may only be terminated for good cause.
- 5.2 The Customer's right of termination in the event of price increases in accordance with Clause 4.2 as stated above shall remain unaffected.

IV. Training seminars

1. Registration and confirmation

- 1.1 On account of the spatial capacities at CIDEON and the effectiveness of conveying the training content, the number of participants per training session is limited. The corresponding registrations will therefore be considered in the order in which they are recorded in CIDEON's system.
- 1.2 Each registration will be confirmed in writing by CIDEON. With the confirmation of participation, the Customer receives a link via which they can view the directions provided online by CIDEON to the respective training location.

1. Training seminar fees

The training seminar fees will be invoiced before the start of the seminar and are due by the payment deadline stated in the invoice. Withdrawals from seminars must be notified to CIDEON in writing no later than seven (7) days before the start of the seminar (date of receipt). If the withdrawal is notified in writing no later than fourteen (14) days before the start of the seminar, CIDEON will not charge any cancellation fees. If the cancellation is notified in writing no later than seven (7) days before the start of the seminar, CIDEON is entitled to charge a flat rate of 50% of the seminar fee as a cancellation fee. Receipt of the declaration by CIDEON is authoritative for observance with the deadline. 100% of the seminar fee will be charged as the cancellation fee for withdrawals after this date or failure to attend the seminar. If a participant is prevented from attending the seminar, provided that an objectively justified reason is given CIDEON can allow their place to be rebooked for the next seminar at any time before the start of the seminar. In this case, immediate payment of the full invoice amount is due. The Customer may also send a substitute participant.

2. Training sessions/training packages

The individual training sessions/training packages must all be conducted within a maximum period of twelve (12) months from the date of issue of the confirmation of participation, otherwise the entitlement to conducting of the outstanding training sessions/training packages shall lapse; the Customer shall not be entitled to reimbursement or offsetting of any previously rendered payments after expiry of the aforementioned twelve (12) month period.

3. Services

The training seminar fee includes the costs of the seminar, the training material and refreshments during the seminar. We reserve the right to further develop the software in the meantime and therefore the contents and to make further minor adaptations to the seminar programme. In the case of training seminars held at the Customer's premises, unless agreed otherwise the fee does not include costs for training materials or refreshments.

4. Cancellation of a seminar

If a seminar is cancelled on account of the absence (e.g. illness) at short notice of the trainer, an insufficient number of participants or force majeure, the Customer will not be entitled to have the seminar conducted on the confirmed date. The Customer will be notified of an alternative date at short notice and any dates requested by the Customer will be taken into account accordingly. In such cases, CIDEON cannot be placed under obligation to pay compensation for travel and accommodation costs or for lost work time.

5. Copyrights

The provided training documents are protected by copyright and are only intended for personal use by the training course participants. They may not be copied or otherwise used and published without the written consent of CIDEON.

