General Terms and Conditions for Software

of

ViGEM GmbH

Zeppelinstraße 2, D-76185 Karlsruhe

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I. General Provisions

1. Area of Validity

1.1 These General Terms and Conditions for Software (hereinafter referred to as "Conditions") shall apply to contracts for the provision against payment (sale) or free of charge and the delivery of our software (II.) and software maintenance contracts with respect to software purchased or acquired together with our hardware (III.).

1.2 Firmware is not software in the sense of these Conditions.

1.3 These Conditions apply only when the Customer is an entrepreneur according to Section 14 of the German Civil Code (BGB), a legal entity of public law or a special fund under public law.

2. Relationship to other Contractual Conditions

2.1 Unless otherwise agreed upon in the corresponding order confirmation, our General Terms and Conditions of business (GTC) apply in addition to these Conditions, available for reading and downloading on the homepage www.vigem.de. In case of contradictions between our GTC and these Conditions, these Conditions have precedence.

2.2 The Customer's deviating, opposing or supplementary GTC become only an integral part of the contract if we have expressly agreed to their validity.

2.3 Individual agreements concluded with the Customer in the individual case have precedence over these Conditions. For the content of such agreements, a written contract or our written confirmation is decisive, subject to proof to the contrary.

3. Liability

3.1 We shall be held liable in accordance with the legal regulations in the case of intent or gross negligence on our part or on the part of our representatives or vicarious agents.

3.2 In the event of slight negligence on our part or on the part of our representatives or vicarious agents, we shall only be liable in the event of a breach of a material contractual obligation, i.e. an obligation that has to be met as a conditio sine qua non for the proper fulfillment of the contract and whose fulfillment can be relied on and can be reasonably expected to be relied on by the Customer; in this case, however, our liability is limited to the replacement or repair of the foreseeable damage or loss that might typically occur. In particular, the liability for loss of data is limited to the customary recovery efforts and expense that would have been required if backup copies had been regularly and properly created.

3.3 As long as there is no intentional or grossly negligent contractual violation, our liability for delay in delivery is limited to an amount 10 % of the respective purchasing price (including sales tax).

3.4 Contrary to Sections 3.1 to 3.3, we are liable in software provided at no charge only according to statutory regulations (Sections 521 ff. BGB).

3.5 Liability according to the German Product Liability Law (Produkthaftungsgesetz) for a possibly agreed upon guarantee and owing to a culpable damage to life, limb or health always remains unaffected.

3.6 Unless otherwise expressly regulated above, our liability is excluded.

4. Applicable Law and Place of Jurisdiction

4.1 The law of the Federal Republic of Germany applies to these Conditions and the contractual relationship between the parties to the exclusion of the UN Sales Law (CISG).

4.2 The exclusive place of jurisdiction for all disputes resulting from the contractual relationship is Karlsruhe if the Customer is a merchant, a legal entity of public law or a special fund under public

law or he has no general place of jurisdiction in Germany. However, we are entitled to file a suit in the Customer's general place of jurisdiction.

II. Software Purchase

5. Contractual Object and Scope of Services

5.1 The object of this section is the sale or free of charge provision as well as the delivery of our standard software (hereinafter referred to as "Software")–if applicable in connection with a delivery of our hardware–to the Customer and the granting of corresponding rights of use pursuant to Section 6. and Section 7. The Software products purchased by the Customer result from the respective order confirmation.

5.2 The owed condition of the Software results finally from the respective Software service description and, where appropriate, from the Software documentation (together "Specification"), which the respective order confirmation makes reference to.

5.3 Condition information according to the Specification or other product descriptions constitute no guarantees.

5.4 If the Customer has acquired program libraries (hereinafter referred to as "Libraries"), he gets the source code of the header files. Apart from that, the Customer has no claim to the transfer of the Software's source code.

5.5 Unless otherwise agreed, we owe neither installation nor configuration or implementation services.

5.6 It is the Customer's responsibility to ensure the functionality of the working environment (e.g. operating system, hardware, development surroundings) for the Software.

5.7 We are entitled, but not obligated, to update the Software. The Customer's warranty service claims according to Section 10. remain unaffected.

6. Granting of Usage Rights

6.1 The Customer receives from us, usually with activation of the Software download in the customer portal, the temporally unlimited, non-exclusive, non-transferable and non-sublicensable right to use the Software to the extent granted in these Conditions for his own business purposes; if remuneration is owed, however, only with full payment of the purchase price. The right of use includes the download of the Software and the number of copies of this Software that is necessary or agreed upon for the use of the Software by the Customer.

6.2 The Customer is not allowed to disseminate, rent, lend, reproduce or make the Software and/or source code possibly given to the Customer publicly accessible and/or provide them otherwise to third parties for charge or no charge.

6.3 Features that serve to identify the program, i.e. copyright notices or serial numbers, may not be removed from the Software or the documentation. Furthermore, they may not be changed.

6.4 Contrary to Sections 6.1 and 6.2, the Customer is entitled to integrate the binary part of a Library from us in own computer programs and utilize the resulting reworking. This reworking must be an own creative effort according to German copyright law and have an own functionality that goes beyond the dissemination of the Library. On this condition, we additionally grant the Customer the temporally unrestricted, non-exclusive, non-transferrable right to reproduce, disseminate, rent, make publicly available and sublicense the binary part of Libraries as reworking. It is expressly prohibited to forward the binary part of Libraries, that are not an integral part of a Customer's own computer program, to third parties.

6.5   The Customer is entitled to create a backup copy. The Customer is not entitled to reverse engineer the Software and is only entitled to decompile the Software if this is permitted by law (Section 69e of the German Copyright Act (UrhG)).

7.   Licenses

7.1   The type, the number and, if applicable, the price of the licenses purchased or made available result from the order confirmation.

7.1.1   Each **single user license** entitles only to the use of the Software on one individual workplace or other terminal device. The Software may only be used simultaneously by the maximum number of natural persons that corresponds to the number of licenses acquired by the Customer.

7.1.2   If a **multi-user license** has been agreed upon, the Customer is entitled to use the Software on the number of individual workplaces or other terminal devices indicated in the order confirmation. The use of the Software within a network is not permitted if this creates the possibility of multiple Software use beyond the scope of the multiple license.

7.1.3   If a **company license** has been agreed upon, the Customer may use the Software in his own company and also in this company's internal network.

7.1.4   If a **project license** is agreed, the Customer may use the Software within the limits and for the duration of a specific project. The project is defined by the participants, the purpose, if applicable the duration and its name and must be specified in the order confirmation. The Software may be used at the Customer's premises simultaneously by the number of persons required to complete the project. The duration or end of the project may be stated in the order confirmation or is determined by the achievement of the purpose. At the end of the project, the Customer must ensure the acquisition of a suitable license, see Sections 7.1.1 to 7.1.3. Otherwise, after the end of the project, he shall completely cease using the Software, delete it from all his systems and, upon request, confirm to us in writing that the aforementioned measures have been carried out.

7.1.5   If a **test or evaluation license** has been agreed, the Customer may–unless otherwise agreed– use the Software free of charge for a maximum of 3 months from delivery, but by way of derogation from Sections 6.1 and 6.4 only for the purpose of evaluation or tests. The Customer shall completely cease using the Software as soon as the purpose has been fulfilled, but no later than at the end of the period of use, and shall delete it from all of its systems and, upon request, confirm to us in writing that the aforementioned measures have been carried out. In the case of Software provided for the purpose of tests or evaluation, the cessation of use and deletion may be omitted if the Customer has acquired a full license in accordance with Sections 7.1.1 to 7.1.3 prior to the expiration of the period of use.

7.2   If the Customer uses the Software to an extent that qualitatively or quantitatively exceeds the rights of use granted by us, the Customer undertakes to immediately acquire from us the rights of use necessary for the permitted use. Otherwise, we shall immediately assert the rights to which we are entitled.

8.   Delivery of the Software

8.1   Unless otherwise agreed upon, the Customer is not entitled to the handover and assignment of a data carrier with the Software. We deliver the Software to the Customer as a download. To do this, we place the Software for the Customer on the customer portal, ready to be retrieved for a period of one year; 3 months from activation in the case of Clause 7.1.5.

8.2   The Customer bears the possible telecommunication costs for the downloading.

8.3   The Software download requires the Customer's registration in the customer portal. The Customer keeps the access information for the customer portal for subsequent downloads that could

become necessary, for example, during a reinstallation and reasonably protects it against unauthorized third-party access.

8.4 If a delivery of the Software on a data carrier has been agreed upon, the delivery takes place ex stock, where the place of fulfillment for the delivery and a possible subsequent fulfillment is located. If the Customer requests it, the item is sent to another destination at his expense (sale by dispatch).

9. Forwarding of the Software to Third Parties

9.1 Other than in the cases of Sections 7.1.4 and 7.1.5, the Customer may sell or give away the Software in the long run (Forwarding) if the following conditions are met. No rental or lending is allowed.

9.2 Before forwarding the Software, the Customer must show these Conditions to the acquiring third party, who shall agree to the continued application of these Conditions both towards the Customer and us.

9.3 By forwarding the Software, the Customer's right to use and sublicense it expires. The Customer shall cease to use the Software, remove all installed copies of the Software from his computers and delete all copies found in other data carriers or hand them over to the seller.

9.4 In case of forwarding the Software, the Customer commits himself to communicate to us the company name and the address of the third party in text format.

10. Warranty

10.1 The basis for the warranty is the Software agreement concluded about the Software's condition according to Section 5.2. We assume no liability for public third-party statements.

10.2 The Customer's claims for errors require him to have complied with his examination and complaint obligations according to Sections 377 and 381 of the German Commercial Code (HGB). If an error is detected during the examination or afterwards, then the Customer must notify this immediately to us in text format.

10.3 If the Software is defective, we can initially choose whether to rectify the deficiency by eliminating the error especially through updates (Rework) or deliver a flawless product (Replacement Delivery). Our right to refuse the rectification of the error under the statutory requirements remains unaffected.

10.4 In case of a rectification, we can decide on the basis of which Software version the defect will be rectified.

10.5 We can choose to rectify the error locally in the Customer's premises or through remote Maintenance. In the latter case, the Customer must grant us electronic access to the Software.

10.6 In case of a Replacement Delivery, the Customer must delete the defective Software. The Replacement Delivery takes place like the initial delivery according to Section 8. The rectification of the defect includes neither the uninstallation of the defective Software nor the re-installation if we were not originally obligated to the installation.

10.7 In case of a Replacement Delivery, we are also entitled to deliver a new Software version with at least an equivalent functional scope unless this is unreasonable for the Customer.

10.8 The Customer's claims for damage compensation or refund of futile expenses also exist in errors only according to Section 3 and are incidentally excluded.

10.9 Any warranty is excluded for Software provided for test or evaluation purposes, Section 7.1.5. We shall only be responsible for defects which we have fraudulently concealed.

11. Statute of Limitation

11.1 The limitation period for claims arising from errors of quality and title is one year from delivery of the Software. The Software is delivered when we have facilitated a download to the Customer. Statutory special rules for the statute of limitation such as Section 438 Paragraph 1 No. 1 and 2, Paragraph 3, Section 444 and/or Section 445b BGB remain unaffected.

11.2 The preceding limitation periods also apply to the Customer's contractual and extra-contractual damage compensation claims based on a Software error unless the application of the regular statutory statute of limitation (Sections 195 and 199 BGB) would lead to a shorter statute of limitation in the individual case. The Customer's damage compensation claims according to Sections 3.1 and 3.5 expire after the statutory limitation periods.

III. Software Maintenance and Support

12. Contractual Object and Service Content

12.1 The object of this Section III. is the maintenance (hereinafter referred to as "Maintenance") and the provision of support (hereinafter referred to as "Support") with respect to our standard software products (Software) listed in the order confirmation under the heading "Software Maintenance". No Maintenance of the Software documentation is owed.

12.2 For the Maintenance and the provision of Support, the stipulations of this Section III. shall apply in addition to the general stipulations set forth in Section I.

12.3 Unless otherwise agreed upon, we owe Maintenance and Support for the Software only in the first year after delivery. Apart from that, Maintenance and Support is not object of a contract on the purchase or delivery of Software.

12.4 The object of the owed Maintenance and Support services is only the current version of the respective Software.

12.5 Unless otherwise agreed upon, Maintenance and Support does not include:

a) Services for the Software that is not used under the usage conditions specified by us, especially adaptations of the Software to a new operating system, changed Software or hardware environment of the Customer including new versions of third-party software used in the Customer's system;

b) Software adaptation, supplementation or expansion, especially to new statutory regulations, products, services or changed operations of the Customer;

c) Services for the Software changed by programming work not done by us;

d) Services for the Software, for which the Updates or other error rectifications provided by us were not installed and the reported error was already rectified therein, unless its installation is unreasonable for the Customer for reasons he is not responsible for;

e) Services in the Customer's local premises;

f) Services that become necessary because the Customer is not complying with his cooperation obligations;

g) Elimination of defective functions that occurred due to the Customer's improper operation of the Software, force majeure (e.g. riots, natural catastrophes, strike) or third-party interventions.

h) General advice of the Customer;

i) Services outside service times.

13. Service Content Maintenance

13.1 We provide the following services as part of Maintenance:

13.1.1 The treatment of errors that occur while the Software is being properly used, provided the treatment is necessary for maintaining the preservation and recovery of the current version of the Software's operational readiness;

13.1.2 Handover of the latest Software version (Updates), although we are not obligated to develop Updates;

13.2 The treatment of errors includes the delimitation of the cause of the error, the error diagnosis and services aimed at rectifying the error. We can choose to treat the error treatment by providing the services of a bypass (Work Around), installing patches and Updates and–after consulting with the Customer–also by delivering a new program version (hereinafter referred to as "Version" or "Versions").

13.3 Maintenance is done exclusively by means of remote servicing.

13.4 The Customer's possible claims for defects remain unaffected.

14. Updates

14.1 We can deliver Updates and new Versions to the Customer, as this was allowed to us for the first delivery according to the Software Purchase Contract, or by making Updates or new Versions available to the Customer via download.

14.2 The Customer shall install the patches or Updates provided by us immediately, unless their installation is unreasonable for the Customer due to reasons for which he is not responsible. Unless otherwise agreed upon, the patches, Updates and new Versions are installed at the Customer's expense.

14.3 As far as we hand over to the Customer copyright-protected works due to the Maintenance services, Sections 6. and 7. apply accordingly to these protected objects and the usage rights granted to the Customer on them. However, the Customer may only use one Version productively. If they are libraries, old Versions may also be used productively. He may make and store backup copies of the last two earlier Software Versions after the productive use has ended for documentation and emergencies.

15. Service Content Support

15.1 We support the Customer via e-mail through indications on how to use the Software as well as on how to prevent, eliminate and work around the errors.

15.2 If not agreed in the order confirmation, there is no Support in the Customer's premises.

15.3 For our Support services, a reaction time of one week applies as agreed upon.

16. The Customer's Cooperation Obligations

16.1 Before notifying the error, the Customer must conduct a system environment analysis within his possibilities to ensure that the error is not caused by system components that are not the object of the Maintenance agreement.

16.2 The Customer notifies errors to us immediately. Section 10.5 Sentence 2 applies accordingly. The Customer shall record errors determined in the course of the test or live operation in an understandable form.

16.3 The Customer allows us to access the Software and deliver patches, Updates or new Versions via the internet. The Customer commits himself to conclude an order processing agreement according to Art. 28 GDPR with us so remote Maintenance can be conducted.

16.4 The Customer provides us test data and a test environment to a reasonable extent if this is necessary to diagnose or eliminate the error.

16.5 So Maintenance and Support can take place, the Customer shall allow us to inspect the necessary files and documents, especially about his hardware and third-party software.

16.6 The Customer shall immediately implement measures to eliminate the error, especially by installing Updates.

16.7 It is the Customer's responsibility to regularly secure his database according to the state of the art.

16.8 After rectifying a defect, it is the Customer's responsibility to carry out a test of the entire system before it is put into productive operation again.

16.9 If the Customer falls behind in the actions needed to fulfill his responsibility, our service obligation ceases for as long as he falls behind, which without this action cannot be provided or only with disproportionate additional effort. The Customer shall reimburse us for the additional effort caused by this in addition to the agreed upon remuneration based on the applicable hourly rates. Our legal right of termination remains unaffected.

17. Special Conditions for the Remuneration of Maintenance and Support

17.1 Maintenance and Support according to these Conditions are provided during the first 12 months after delivery of the Software. Apart from that, the remuneration for Maintenance and Support results from the order confirmation.

17.2 The remuneration for Maintenance and Support is billed in advance for each contractual calendar year and is payable immediately.

18. Effective Date, Term and Termination of Maintenance and Support

18.1 Maintenance and Support are provided free of charge for 12 months from delivery of the Software. Afterwards, the Maintenance and Support obligation ends automatically, without the need of a termination.

18.2 No later than two months before the term of the Maintenance and Support Agreement ends, the Customer can apply to the client for an extension of Maintenance and Support services for another 12 months from the end of the term of the previous Maintenance and Support Agreement. Thereupon, we shall generally make an offer to the Customer to extend the Maintenance and Support. The Customer will have up to 3 working days before the term of the previous Maintenance and Support Agreement ends to accept it. Section 18.1 Sentence 2 applies accordingly to the respective extension of Maintenance and Support.

18.3 The Customer's free right of termination according to Section 648 Sentence 1 BGB is excluded.

18.4 The right to an extraordinary immediate termination of Maintenance and Support for an important reason remains unaffected.

18.5 Terminations need to be in text format.

18.6 The usage rights granted according to Section 14.3 remain unaffected by a termination.

19. Warranty for Maintenance Services

As far as patches, Updates and new Software releases in the sense of new versions are delivered to the Customer as part of Maintenance and Support, the claims for defects regarding the new features contained therein, which do not represent a mere elimination of defects in the original, are determined in accordance with Section 10. For the statute of limitation of these claims, Section 11. applies accordingly, provided that the legal statute of limitation rules according to Section 634a Paragraph 3 of the BGB remain unaffected and the delivery of the patch, Update or release is decisive for the start of the statute of limitation.