

General Terms and Conditions

of

ViGEM GmbH

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Section 1 Application of the General Terms and Conditions

- (1) These General Terms and Conditions (**GTC**) apply to all the business relationships that we have with our customers. These GTC also apply to the handover of software together with the acquisition of CCA data loggers. Our "Software Purchase, Maintenance and Support Conditions" apply to the sale of standard software as well as to maintenance and support services for software.
- (2) The GTC apply only when the Customer is an entrepreneur (Section 14 German Civil Code (BGB)), a legal entity of public law or a special fund under public law.
- (3) The GTC version valid at the time the Customer orders applies as framework agreement also for similar future contracts, without us having to point it out again to you in each individual case. At least the GTC last notified to the Customer in text form apply as framework agreement in the aforementioned meaning.
- (4) Our GTC apply exclusively. The Customer's deviating, opposing or supplementary GTC become an integral part of the contract only then and insofar when we have expressly agreed to their validity.
- (5) Individual agreements concluded with the Customer in the individual case have precedence over these AGB. For the content of such agreements, a written contract or our written confirmation is decisive, subject to proof to the contrary.

Section 2 Contractual Conclusion

- (1) Our offers are non-binding.
- (2) The Customer's order of the service is considered a binding contractual offer. If nothing else results from the order, we are entitled to accept this contractual offer within 4 weeks after we receive it.
- (3) The acceptance can be stated to the Customer either by confirming the order or delivering the item.

Section 3 Development and Delivery of CCA Data Loggers

- (1) If we have been commissioned with the development and delivery of CCA data loggers, then the functional scope and service data of the CCA data loggers result from the individual order.
- (2) The memory of our CCA data loggers and our data memory modules (Memory) contain solid-state disks (SSD). Due to technological reasons, the service life of the individual Memory cells is limited. When the Memory is used intensively and/or when the surrounding temperature is high, the highest possible write cycle number of an individual Memory cell is reached sooner compared to standard conditions. The agreed upon valid service life of the Memory results ultimately from our respective offer.

Section 4 Development of Individual Customer Software or Customer Hardware

- (1) If we have been commissioned to develop the customer software, it includes the planning, development, delivery and possibly the installation of customized software or hardware for the Customer.
- (2) The content and scope of the owed services and the basic conditions result from our offer. The technical specifications in the technical part of the offer are final. Changes and additions to the scope of the services are the object of change requests (Section 7 Paragraph 2 ff.). Changes and additions are only effectively agreed upon if they were done in writing.
- (3) Unless otherwise agreed upon, we provide the Customer his software as object code.
- (4) Subject to an express agreement to the contrary, we do not deliver an application documentation for the software. The documentation for the hardware and – if agreed upon – for the software are provided in the customer portal as electronic documents on the www.vigem.de homepage.

- (5) Unless otherwise agreed upon, the Customer installs the hard- and/or software.
- (6) The Customer is responsible for providing the system requirements (e.g. hardware, operating system) for using the software according to the requirements in the technical part of the offer and/or other software descriptions.

Section 5 Adaptation of Existing Software or Existing Hardware

If we have been commissioned to adapt the already existing software or hardware of the Customer (hereinafter named **Existing Software** or **Existing Hardware**), then we are responsible only for the modification of the Existing Software or Existing Hardware associated with the soft- or hardware adaptation.

Section 6 Product Condition Agreements, Exemption from Liability

- (1) The agreed upon condition of our products finally derives from the technical part of our offer, other product descriptions or data sheets handed over to the Customer before his order or included in the contract in the same way as these GTC. Condition agreements are not condition guarantees.
- (2) Our products are conceived for use in laboratory and development settings for research and development purposes and for use by especially trained persons.
- (3) If products have been adapted or developed according to customer requests, they are project-specific and prototypical new developments. Unless otherwise agreed upon, we have not conducted conformity tests in accordance with the German Electromagnetic Compatibility Act (*Gesetz über die elektromagnetische Verträglichkeit von Betriebsmitteln*) implementing European Directive 2014/30/EU (EMC Directive). In this respect, the Customer puts the product into operation at his own risk. The electromagnetic compatibility of our products is not agreed upon, but is generally documented as part of measurements accompanying the development according to established standards for general high-frequency devices (ISM devices). The Customer releases us from all claims or penalties asserted or imposed by third parties or the authorities against us due to the violation of regulations from the law governing the electromagnetic compatibility of operating materials.

Section 7 Right of Modification of Services and Change Requests

- (1) Even after contractual conclusion, we reserve the right to change the construction or form of the product to be delivered if the modifications or deviations are reasonable for the Customer, taking our interests into account, in particular if the product actually delivered is similar in quality and price to the contractually agreed upon product. We especially reserve the right to adapt the product owing to technical advances or mandatory legal requirements.
- (2) As long as we have not delivered the customer software or customer hardware to the Customer and, insofar as agreed, we have installed it, the Customer can request changes in text format subject to the following provisions to the specification sheet, the software or hardware description or the development stages following these descriptions.
- (3) We decide about carrying out the change and supplementation suggestion. We are entitled to refuse to carry out the change or supplementation if it cannot be technically carried out or is associated with a disproportionate time investment that is unreasonable for us.

- (4) For the ensuing additional expenses that we incur due to carrying out the change or supplementation suggestion as well as executing the change and supplementation process, we are entitled to an additional remuneration based on the specifically agreed upon remuneration rates.

Section 8 Use of Subcontractors

We have the right to use subcontractors for contractual performance. We choose our suppliers freely.

Section 9 Delivery

- (1) Unless otherwise stipulated, we deliver ex stock, where the place of performance for the delivery and a possible subsequent repair or replacement is also located. By request of the Customer and at his own expense, the item can be sent to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed upon, we are entitled to decide the type of shipment, especially the transportation carrier.
- (2) We are entitled to partial deliveries within a reasonable extent.
- (3) Unless otherwise agreed upon, we shall give to the Customer the customer software in machine-readable form via data transmission. Section 9 Paragraph 1 applies accordingly.

Section 10 Delivery Period, Timetables, Schedules, Execution Periods and Delayed Delivery

- (1) Shipping and delivery deadline information, the delivery period and the timetables and schedules as well as the execution periods are non-binding, provided nothing to the contrary was expressly promised in writing.
- (2) All delivery or execution periods that we have non-bindingly indicated or agreed upon start when delivery against prepayment has been agreed, on the day the full purchase price was received, including sales tax and shipping expenses or, if payment by invoice has been agreed, on the day the contract is concluded. For compliance with an expressly agreed upon shipment deadline, the day on which we hand over the item to the shipping company is decisive for us.
- (3) If we cannot comply with binding delivery periods, timetables and schedules as well as execution periods for reasons that we are not responsible for (non-availability of the service), we shall inform the Customer about this without delay and at the same time communicate the new expected deadlines or a new timetable or schedule. If the service is still unavailable within the new time period or the new timetable or schedule, we are entitled to fully or partially withdraw from the contract; we shall immediately reimburse any payment already provided by the Customer. A case of non-availability of the service is considered especially the non-timely self-delivery by our supplier, if we have concluded a congruent hedging transaction, it is neither our fault nor the fault of our supplier or if we are not obligated to the procurement in an individual case, e.g. because of an agreement of a specific obligation (*Stückschuld*).
- (4) In addition, our services are subject to the required fulfillment of cooperation measures such as, for example, the provision of the item to be repaired or the Existing Software or Hardware to be adapted by the Customer.
- (5) The occurrence of our delayed delivery is determined according to legal regulations. However, a Customer's reminder is necessary in any case.
- (6) The rights of the buyer according to Section 19 of these GTC and our legal rights remain unaffected, especially in an exclusion of the service obligation according to Section 275 BGB.

Section 11 Passing of Risk

- (1) The risk of the accidental destruction and accidental deterioration of the item is transferred no later than when it is handed over to the Customer. In case of a sale by delivery to a place other than the place of performance, the risk of the accidental destruction and accidental deterioration of the item as well as the risk of delay are transferred already when the item is delivered to the carrier or the person otherwise intended to execute the shipment.
- (2) If an acceptance procedure has been agreed, it is decisive for the transfer of risk. Apart from that, the legal regulations of the German law on contracts for work and services (*Werkvertragsrecht*) apply accordingly for an agreed acceptance procedure. The handover or acceptance becomes effective when the Customer delays in accepting the item.

Section 12 The Customer's Acceptance Delay, Failure of Cooperation Obligations

- (1) If the Customer delays the acceptance, fails to cooperate or our delivery is delayed due to other reasons for which the buyer is responsible, then we are entitled to demand compensation for the resulting damage, including additional expenses (e.g. warehouse expenses).
- (2) If the Customer delays to carry out the actions that are his responsibility (cooperation obligations), our service obligation – which cannot be carried out without this action or only with a disproportionate additional expense – is suspended as long as the delay lasts. The additional expense caused by this must be billed to the Customer in addition to the agreed upon remuneration based on the current price. A legal right of termination to which we are possibly entitled remains unaffected.

Section 13 Acceptance of Performance

- (1) Concluded work and services such as, for example, the extensive adaptation of Existing Software or Hardware and repairs must be accepted. In particular, the development and delivery of standard components and consulting services according to Sections 3 and 28 are not accessible to an acceptance procedure.
- (2) The acceptance takes place according to the following conditions:
 - a) We will communicate to the Customer our acceptance willingness of the respective service or partial service in text format.
 - b) Promptly, but no later than within a 5-day time period from receipt of the communication, the parties perform an acceptance test – where available, according to the acceptance and testing plan of the individual order.
 - c) After a successfully performed acceptance test, the Customer must state the acceptance promptly and in writing. The acceptance test is considered successfully performed when the service or partial services meet the contractually specified requirements in all important points.
 - d) The Customer provides the requirements needed to perform the acceptance test and which, if applicable, are possibly described in the acceptance and testing plan.
 - e) The Customer commits himself to immediately notify us in text format if deviations from the contractually stipulated requirements become known to him during the acceptance test.
 - f) The determined errors of the service or partial service to be accepted must be differentiated according to the following error classes:

- aa) Class 1 error: The error causes the non-utilization of the overall system or the part of the system to be accepted or, in case of acceptance of the customer hardware, of the hardware.
 - bb) Class 2 error: The error causes considerable usage limitations to the Customer in important functions that suitable measures cannot circumvent for a reasonable time acceptable to him.
 - cc) Class 3 error: All other errors (insignificant errors).
- g) The Customer is entitled to refuse acceptance only due to class 1 and 2 errors. Class 3 errors do not hinder the acceptability of the service, but must be possibly eliminated within the coverage of the warranty.
 - h) A written report signed by both parties must be prepared at the end of the acceptance test. The report must describe the determined errors, subdivided into error classes, and list the reasons of a possible acceptance refusal.
 - i) If the acceptance fails, we shall eliminate the defects that hinder the acceptance within a reasonable time and provide the service once again for acceptance.
- (3) If the Customer does not state the acceptance right away, we can set a one-week time period for him to deliver this statement. The acceptance is considered to have taken place when the Customer has not specified the reasons for refusing the acceptance in text format within this time period.

Section 14 Prices and Remuneration

- (1) If no fixed purchasing price or fixed remuneration was agreed upon, our remuneration is calculated according to invested time and effort. Thus, purchasing prices and hourly rates current at the time of contractual conclusion based on the current price list plus statutory sales tax apply. Services beyond the agreed upon scope of the service or contractual object must be remunerated separately.
- (2) The Customer reimburses the cost of necessary trips taken by our employees to perform the services at the Customer's premises at the rates permitted by tax regulations.
- (3) If remuneration according to the workload has been agreed, then we calculate the hours that we or our subcontractors worked and the travel expenses to be refunded according to Section 14 Paragraph 2 in each case within four weeks and bill them after the end of a calendar month.
- (4) Purchasing prices from the warehouse apply. In the case of a sale by delivery to a place other than the place of performance within the meaning of Section 11 Paragraph 1, the Customer bears the transportation costs from the warehouse and the costs of transportation insurance that the buyer may request. If we do not bill for the actually incurred transportation costs in the individual case, a transportation flat rate (that excludes transportation insurance) amounting to EUR 100.00 is considered agreed upon. The Customer pays for any customs duties, fees, taxes and other public charges.

Section 15 Payment Conditions, the Customer's Default

- (1) The purchasing price or remuneration is payable without deduction within 10 days after invoicing and delivery of the item or acceptance. However, even as part of the current business relationship, we are entitled, at any time, to fully or partially perform a delivery or service only against prepayment or down payment. We declare a corresponding reservation no later than with the order confirmation.
- (2) The Customer is in default when he has not paid by the payment deadline without needing a warning.
- (3) We are entitled to suspend services if the Customer has delayed the acceptance of services or partial services or has defaulted in the payment of accepted services.

Section 16 Offsetting Prohibition

An offsetting and retention of the Customer with regard to our claims is only permissible with undisputed or legally determined counterclaims.

Section 17 Retention of Title of ViGEM GmbH

- (1) Until all our current and future claims from the purchase contract, work delivery contract and a current business relationship (secured claims) have been fully paid, we retain the title of the sold items and reproductions. The Customer must treat the item under retention of title with care and insure it reasonably.
- (2) Until the secured claims have been fully paid, the items under retention of title may not be pledged to third parties or used as security. The Customer must notify us immediately in text format if the initiation of insolvency proceedings has been applied for or if third parties take action against (e.g. seize) the items belonging to us.
- (3) If the Customer behaves contrary to the contractual terms, especially when he does not pay the purchasing price due, then according to statutory regulations we are entitled to withdraw from the contract and request the item to be returned due to the retention of title and withdrawal. If the Customer does not pay the purchasing price due, we are allowed to assert these rights only after we had previously set a reasonable payment deadline for the Customer unsuccessfully or such deadline is dispensable according to statutory regulations.
- (4) Until revocation, according to Section 17 Paragraph 7, the Customer is authorized to continue selling and/or processing the items under the retention of title in an ordinary course of business. In this case, the provisions from Section 17 Paragraphs 5 to 8 of these GTC apply additionally.
- (5) The retention of title extends to the full value of the products resulting from the processing, mixture or combination of our items, whereby we are considered to be the manufacturer. If their retention of title remains with a processing, mixture or combination with items from third parties, then we acquire co-ownership in proportion to the invoice value of the processed, mixed or combined items. Apart from that, for the resulting product the same applies as for the items delivered under the retention of title.
- (6) As security and according to the preceding paragraph, the Customer assigns to us already now the claims against third parties resulting from the resale of the item or the product for the overall or the amount of our possible co-ownership share. We accept the assignment. The buyer's obligations mentioned in Section 17 Paragraph 2 also apply with respect to of the assigned claims.
- (7) For collecting the claim, the Customer remains authorized in addition to us. We commit ourselves not to collect the claim as long as the Customer keeps up with his payment obligations towards us, there is no lack in his service capability and we do not assert the retention of title by exercising a right according to Section 17 Paragraph 3. However, if this is the case, then we can request the Customer to disclose to us the assigned claims and their borrowers, furnish all details necessary for the collection, hand over the associated documents and communicate the assignment to the borrowers (third parties). Moreover, in this case we are entitled to revoke the Customer's authorization for the further sale and processing of the items under the retention of title.
- (8) If the achievable value of the securities exceeds our claims by more than 10%, we will at the Customer's request, release securities at our option.
- (9) The preceding paragraphs apply accordingly to reproductions of new software to be manufactured.

Section 18 Warranty Service (Purchase Agreements and Contracts for Work and Materials)

- (1) The basis of our liability for defects is the agreement about the condition of the product according to Section 6.
- (2) We assume no liability for public statements of the manufacturer or other third parties in advertising messages, for example.
- (3) In the case of purchase agreements and contracts for work and materials contracts, the Customer's claims for defects require him to have complied with his legal examination and complaint obligations (Sections 377 and 381 Paragraph 2 of the German Commercial Code (HGB)). If a defect is detected during the examination or afterwards, then we must be immediately notified in text format. The notification is considered immediate if made within two weeks, although the prompt sending of the notification is sufficient for observing the deadline. If the Customer fails to carry out the proper examination and/or report the defect, our liability is excluded for the unreported defect.
- (4) If the delivered item or the work is defective, we can at first choose whether we will remedy the problem by rectifying the defect (repair) or supplying a defect-free product or a defect-free work (replacement). Our right to refuse repair or replacement under statutory requirements remains unaffected.
- (5) The Customer must give us the necessary time and opportunity for the owed repair or replacement, especially hand over the item that is the subject of the complaint to us for testing purposes. In case of the replacement, the Customer must return to us the defective object according to statutory requirements. The rectification includes neither the disassembly of the defective object nor the reinstallation if we were not originally obligated to the installation.
- (6) If there is an actual defect, we will bear the expenses required for the inspection, testing, repair and replacement, in particular the costs for transportation, travel, labor, and materials. Otherwise, we can request the Customer to reimburse us for the costs for the unjustified claim to remedy a defect, unless the Customer did not recognize the missing deficiency.
- (7) If the repair or replacement failed or the reasonable deadline set by the Customer for the rectification elapsed unsuccessfully or it is dispensable according to the statutory regulations (Sections 323 Paragraph 2, 440, 636 BGB), the Customer can withdraw from the contract or reduce the purchasing price. The right of self-performance (Section 637 BGB) is excluded. There is no right of withdrawal if the defect is negligible.
- (8) The Customer's claims for damage compensation or compensation for wasted expenditures exist also with defects only according to Section 19 and are incidentally excluded.

Section 19 Other Liability, Exclusion of Liability

- (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. This also applies to a culpable violation of material contractual obligations, 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.

- (2) 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) Contrary to Sections 18 and 19 Paragraphs 1 and 2, we are liable in software provided at no charge according to Section 23 Paragraph 1 Sentence 2 only according to statutory regulations (Sections 521 ff. BGB).
- (4) Liability according to the Product Liability Law for a possibly agreed upon guarantee and owing to a culpable damage to life, limb or health always remains unaffected.
- (5) Unless otherwise expressly regulated above, our liability is excluded.

Section 20 Limitation Period

- (1) Contrary to Section 438 Paragraph 1 No. 3 or Section 634a Paragraph 1 No. 1 and 3 BGB, the general limitation period for claims arising from errors of quality and title is one year from delivery. If an acceptance has been agreed upon, the limitation period begins with the acceptance. Legal special statute of limitation regulations (especially Sections 438 Paragraph 1 No. 1 and 2, Paragraph 3, 444, 445a, 634a Paragraph 3 BGB) remain unaffected.
- (2) The preceding limitation periods of the purchase or work and services contract also apply to the Customer's contractual and extra-contractual damage compensation claims based on a defect of the item or work, unless the application of the regular statutory statute of limitation would lead to a shorter statute of limitation in the individual case. Damage compensation claims according to Section 19 Paragraph 1 Sentence 1 and Paragraph (4) expire after the statutory limitation periods.

Section 21 Limitation of the Customer's Right of Withdrawal and Termination

- (1) Owing to a breach of duty that does not consist in a defect, the Customer can only withdraw or terminate if we are responsible for it.
- (2) A possibly existing free right to termination of the Customer in work delivery contracts according to Section 650 BGB in connection with Section 648 Sentence 1 BGB is excluded. The right to terminate for good cause shall remain unaffected.
- (3) If the Customer in contracts for work and services exercises his right according to Section 648 Sentence 1 BGB, we can request as flat-rate remuneration 10% of the agreed upon remuneration if the execution has not started yet. If the execution has started, 50% of the agreed upon remuneration must be paid. It is to the Customer to prove that we have saved a higher amount of expenses as a result of the contractual cancellation or that we have acquired such an amount by utilizing our personnel otherwise or we have maliciously failed to do it.

Section 22 Freedom from Third Party Rights

- (1) The Customer is responsible for ensuring that the Existing Software or Hardware to be adapted is free of third-party intellectual property rights and that to his knowledge there are no other rights opposing an adaptation of the Existing Software.
- (2) The Customer releases us from all claims asserted by third parties against us due to the violation of intellectual property rights through the processing and adaptation of the Existing Software or Hardware.
- (3) If third-party intellectual property rights interfere with the contractually agreed-on modification, then the Customer must obtain authorization from third parties that it can be used unrestrictedly and without

additional cost for us according to the contract. If the Customer cannot remove these interferences caused by the third-party rights, then we are entitled to withdraw fully or partially from the contract for the software modification. The remuneration that accounts for the planning phase remains unaffected.

Section 23 CCA Software

- (1) The purchase of one of our CCA data loggers entitles the Customer to use the firmware of the data logger (hereinafter **Firmware**), selected C-program libraries that include documentation (hereinafter **Libraries**) and the software suite CCA tools, which consists of CCA finder, CCA converter GUI and CCA help (hereinafter **Software Tools**) according to Section 24. Third parties who are not buyers of a CCA data logger can likewise use selected Libraries and/or Software Tools according to Section 24 if they have registered in the customer portal on the homepage www.vigem.de and have downloaded the Software from it. Section 24 Paragraph 5 remains unaffected. However, some Libraries are only offered against payment of a purchase price under the application of our "Software Purchase, Maintenance and Support Conditions".
- (2) If the Customer has acquired Libraries, he receives the source code of the header files. Apart from that, the Customer has no right of being handed over the source code of the software.
- (3) The functionality of the Firmware, Libraries and Software Tools (hereinafter named together **CCA Software**) as well as the hardware and software environment, inside of which the contractual software can be used, results finally from the respective product description. The details contained therein are no guarantees.
- (4) The Customer bears the sole responsibility for the functionality of his internet access, including the paths of transmission, and of his own computer.
- (5) The current CCA Software and the user documentation can be downloaded from www.vigem.de. The Customer's login is required for using the customer portal. After the Customer's one-time registration in the customer portal, we will send him the access information necessary for the log-in. The Customer is not allowed to give this access information to third parties. We can also hand over the current CCA Software and user documentation to the Customer on a common data carrier.
- (6) We are entitled, but not obligated, to update the CCA Software. The Customer's warranty service claims according to Section 18 remain unaffected.

Section 24 License to Use the Software

- (1) We license the use of the CCA Software to the Customer within the meaning of Section 23, the use of processed Existing Software according to Section 5 and the use of customer software according to Section 4 (hereinafter named together **Software**).
- (2) The Customer receives the temporally unrestricted, non-exclusive, non-transferrable and not sub-licensable right to use the Software to the extent granted in this contract for own business purposes; as far as a remuneration is owed, but only after it has been paid in full. The permissible use includes the installation of the Software, the loading in the working memory, and the intended use by the Customer.
- (3) The Customer is entitled to make a backup copy. The Customer is then exclusively entitled to decompile the Software as far as this is legally provided (Section 69e of the German Copyright Law (UrhG)).
- (4) The Customer is not allowed to disseminate, lease, rent, reproduce or provide public access to the Software and/or the source code possibly given to him and/or to provide it otherwise for a fee or free of charge to third parties.

- (5) Contrary to Section 24 Paragraph 2 and 4, the Customer is entitled to integrate the binary part of a Library in own computer programs and utilize the resulting reworking. This reworking must be an own creative service according to copyright law and have an own functionality that goes beyond the dissemination of the Library. Under this condition, the Customer is additionally granted the temporally unrestricted, non-exclusive, non-transferrable right to reproduce, disseminate, rent, provide public access to, and sub-license the binary part of Libraries as reworking. It is expressly prohibited to forward the binary part of Libraries third parties that are not an integral part of a Customer's own computer program.
- (6) The Customer is entitled to give a CCA data logger, together with the acquired copy of the CCA Software, permanently to a third party. In this case, he shall cease to use the CCA Software, remove all installed copies of the CCA Software from his computers and delete all copies found in other data carriers or hand them over to the seller. Furthermore, the Customer shall expressly agree with the third parties to observe the scope of the legal granting according to Section 24.

**Section 25 Special Rules for Software Developments,
Hardware Developments and Adaptation Contracts**

- (1) Before contractual conclusion, as part of joint consultations or workshops, the parties should lay down the specifications for the Customer software in a low degree of detail. These specifications are laid down in the technical part of the respective offer.
- (2) With these specifications, we can prepare a product specification or product description to be given to the Customer for examination. If the Customer detects errors, he shall notify them to us in text format within two weeks after submission of the product specification or product description.
- (3) If such notification is not sent, then this product specification or product description becomes the basis for developing the Customer's software or hardware or adaptation of the Existing Software or Existing Hardware within the meaning of section 6. The contents of the product specification or of this product description do no constitute guarantees.

**Section 26 Special Cooperation Obligations as part of Software Developments,
Hardware Developments and Adaptation Contracts**

- (1) The Customer commits himself to give us, duly for the provision of the service, the necessary files, documentation and information, especially about existing systems, devices, computer programs and computer program parts that should act together with the service to be provided. The Customer also commits himself to provide the necessary workrooms, testing plans and testing data as well as to set up and provide the testing environment, to document in an understandable way the errors determined by the provided service during the course of the testing or real-time operation and to communicate them to us immediately, to provide systems, facilities and technically appropriate staff for the collaboration, as far as necessary for providing the service, at his own expense, and to keep maintaining his system environment (own hard- and software).
- (2) It is the Customer's responsibility to secure his database with the care of a prudent businessman. He will have us carry out a complete data backup of all system and application data from us, especially before each installation and/or other intervention.
- (3) The Customer must provide us with the right to use third-party systems, if this is necessary to provide the services owed according to this contract.

- (4) If the use of the Customer's data carriers and Existing Software is necessary for us to fulfill the obligations on our end, the Customer guarantees the use of a state-of-the-art test for ensuring that they have no computer viruses and other malware.

Section 27 Special Conditions for Product Lending

- (1) If a loan has been agreed upon, then we commit ourselves to allow the Customer to use the product mentioned in the individual order for the duration of the loan. The lending relationship starts on the day the product is handed over. Section 9 and 10 apply accordingly. We can make the handing over of the product depend on the payment of a reasonable deposit. The Customer bears the costs for the possibly incurred product shipping and return costs and the usual costs for maintaining the product and its usual operating costs.
- (2) The Customer commits himself to take good care of the product and to secure it from theft. The Customer may not take out the product out of the territory of the Federal Republic of Germany. The Customer may not give the product to third parties without our permission. The Customer commits himself to take out, at his own expense, business liability insurance against property damage to the product as well as against theft and natural hazards customary in the industry with sufficient coverage and to maintain it while the loan lasts.
- (3) We are not obligated to service and repair the product. Contrary to Section 18, we are liable for product defects only when we have maliciously concealed them. Section 19 Paragraph 1 Sentences 2 and 3 as well as Section 19 Paragraph 2 do not apply.
- (4) If no time period has been set for the loan, then we can terminate the loan contract at any time. The Customer commits himself to return the product to us, at the latest, on the day on which the termination becomes effective. The right to a termination according to Section 605 BGB and the right to an extraordinary termination remain unaffected. After the loan period expires, the Customer is not entitled to any claims owing to compensation of expenses. Section 601 Paragraph 2 Sentence 1 BGB does not apply.

Section 28 Special Conditions for Consulting Services, Briefing and Training

- (1) To support the commissioning of our products and software, we provide consulting services if agreed upon. These consulting services include the briefing of the Customer's employees intended to use the products and software so they can apply and handle them.
- (2) Unless otherwise agreed upon, consulting services and software maintenance contracts are billed according to our current price list and the time invested. One "man-day" (abbr. "PT") equals 8 hours of working time.
- (3) The consulting services take place in the Customer's premises with his consent or are provided via video or telephone conference. If the consulting services take place in the Customer's premises, then he provides the necessary technical equipment such as laptop and beamer.
- (4) The Customer must support our consulting services through reasonable cooperative actions. He will provide to us, in particular and at his own expense, the necessary information and data and allow our employees access to his premises and contact to his employees to the necessary extent. If the Customer does not comply with his cooperation obligations and for this reason we cannot fully or partially conclude our consulting services within the agreed upon time period, it is reasonably extended.

- (5) We can cancel a training date for an important reason and promptly communicate the cancellation to the Customer and offer an alternative date.

Section 29 Severability Clause, Choice of Law, Place of Performance and Place of Jurisdiction

- (1) The invalidity of individual provisions of a contract between the parties does not affect the validity of its remaining provisions.
- (2) The laws of the Federal Republic of Germany apply to these GTC and the contractual relationship between the parties, under the exclusion of the UN Sales Law (CISG).
- (3) Unless otherwise agreed upon, the place of performance for all contractual obligations is our registered office.
- (4) The exclusive place of jurisdiction for all disputes resulting from the contractual relationship is Karlsruhe, as far as the Customer is a merchant, legal entity under public law or 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.

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