

End Customer Master Agreement for Maintenance of Software

1. Scope of application and object of Agreement

1.1 This master Agreement is established by way of the order placed by the Customer (directly with dataglobal Heilbronn GmbH or indirectly via a Partner) and is concluded between the Customer (hereinafter the "Customer") and dataglobal Heilbronn GmbH, Im Zukunftspark 10, D-74076 Heilbronn, (hereinafter "dataglobal Heilbronn"). It sets out the terms and conditions under which the maintenance services are provided in respect of the software specified below.

1.2 dataglobal Heilbronn undertakes to provide maintenance services for software in accordance with the terms and conditions of this master Agreement and the maintenance certificate, provided Customer and the dataglobal Heilbronn software (hereinafter the "software") have been duly registered with dataglobal Heilbronn. The software will be conclusively specified in the applicable software maintenance certificate.

1.3 Each maintenance certificate is a constituent component of this Agreement. The maintenance certificate and master Agreement constitute one contractual entity and will hereinafter be commonly known as the "Agreement".

1.4 Unless described in detail here below, the scope and type of the services to be provided by dataglobal Heilbronn will be definitively set out in the software maintenance certificate.

1.5 All services rendered by dataglobal Heilbronn under or in connection with the Agreement will be solely subject to the law governing service contracts.

2. Definitions

2.1 Major Release means the main version of the software.

2.2 Minor Release means the version of the software released within a Major Release.

2.3 Update means the further development of a software version within the Major Release. It is provided for the purpose of eliminating faults, to

maintain functionality and for the enhancement of functionality.

2.4 Upgrade means the change of one Major Release to the next version. Upgrades usually encompass significant enhancements to the previous functionality.

3. Services to be provided by dataglobal Heilbronn

3.1 The standard support services provided by dataglobal Heilbronn are set out below, if not defined differently in the maintenance certificate.

3.2 Support Services

a. Delivery or provision of software updates (minor releases) and upgrades (major releases) following the release by dataglobal Heilbronn of these updates and upgrades.

b. Provision of current product specification, the documentation of all software components in digital form, provision of online support and the digital user documentation.

c. Support levels Standard Support

Support Services of dataglobal Heilbronn will be provided during business days (Monday to Friday) during business hours between 09.00 am and 5 pm, CET. No services are provided on statutory holidays at the registered offices of dataglobal Heilbronn.

Gold Support

Gold Support Services dataglobal Heilbronn will be provided 365 days a year, 7 days a week, and 24 hours a day (gold-support times). Whereas incoming calls are answered according to its priority (as defined in lit. e.) within the following timelines:

Calls with Priority normal: 09.00 am – 05-.00

pm Calls with Priority high: 08.00 am – 08.00 pm

Calls with Priority critical: 24 hours per day.

d. dataglobal Heilbronn will respond within the following specified times to problems reported by the Customer:

- One (1) working hour following notification of a problem where priority is critical and

- high,
- 24 working hours following notification of a problem where priority is normal.
- e. The following priorities are agreed upon:
 - Priority - critical: A problem has occurred which leads to a crash or interruption to the software simultaneously resulting in a stoppage to the business operations of the Customer or a significant part thereof.
 - Priority - high: A problem has occurred which leads to a crash or interruption to the software simultaneously resulting in a total or partial restriction to the business operations of the Customer.
 - Priority - normal: A problem has occurred which leads to a crash or interruption to the software simultaneously resulting in a minor or partial impairment to the business operations of the Customer. All or individual functions or functionalities of the software are operable or operable to a limited extent.
- f. "Response time" is the time between report of the problem by Customer, beginning of the support call and issuing of a Call ID to Customer.
- g. Customer problem reports will be processed exclusively by the selected support option provided by dataglobal Heilbronn. For this purpose dataglobal Heilbronn will provide a telephone hotline for the times defined in the Agreement and it will also provide the Customer with the option of submitting problem reports via email or fax.
- h. dataglobal Heilbronn will deliver the contractual services solely by means of telephone support, remote maintenance on the Customer's system, email and/or ftp. The Customer has no entitlement under this Agreement to the provision of on-site services by dataglobal Heilbronn free-of- charge.

3.3 Prerequisites for the provision of all services

- a. Customer must operate the software by using the software and hardware environments specified in the software maintenance agreement at the location specified in the software maintenance agreement.
- b. In the event of modifications being made to

the Customer's hardware and software infrastructure, e.g. release changes of the operating system to future systems, compiler, database etc., dataglobal Heilbronn is not duty bound to provide a cost-free corresponding update version of the software. It is therefore recommended, prior to the implementation of a modifications, that Customer asks dataglobal Heilbronn about the consequences that proposed changes will have on the software and its operation.

c. Customer is responsible for implementing such modifications to the hardware and software environments as are required for the deployment of the new software release. This applies particularly in relation to newer versions of the operating system or other third-party software required for the operation of the new release.

d. Customer is required to document the permissible modifications it makes to the program, e.g. modifications to screens and interfaces. For this purpose the Customer must, as a minimum requirement, maintain a list of the software objective modified by it together with corresponding variance lists.

e. In the event that the Customer adapts, modifies or fully or partially links the software with third-party software without having consulted dataglobal Heilbronn, the consequence might be that no maintenance services can be performed under this Agreement for the adapted or modified objects, at least on a cost-free basis.

4. Additional Services

4.1 Customer may request the following listed services from dataglobal Heilbronn in return for an additional payment in accordance with dataglobal Heilbronn fees as may be amended from time to time. A separate agreement will be required in this respect. dataglobal Heilbronn is not duty bound to provide these services.

- Teaching, training, certification of the Customer's employees in the software.
- Advice and support over and beyond the contractual agreed scope.
- Advice, support and problem elimination in relation to third party hardware or software, e.g. operating

systems, authorisations, data backup.

- Advice and support in relation to documented programming interfaces.
- Advice in relation to the use of the software.
- On-site support and services in relation to problems encompassed by this Agreement and which, within the terms of this Agreement, are not processed on-site. On-site support in relation to the installation, configuration and maintenance of the hardware and software infrastructure and software.
- Restoration of installations following hardware or software problems.

4.2 The aforementioned services will be billed to the Customer on the basis of the currently agreed or offered daily service rates. The Customer is required to reimburse travel costs and daily allowances.

5. Duties of Co-operation

5.1 Customer is responsible for the provision of a functioning hardware and software infrastructure in accordance with the product specifications.

5.2 Customer is responsible for the regular (once a day as a minimum requirement) back-up of its data as well as its availability for the purpose of the maintenance.

5.3 For dataglobal Heilbronn to be capable of duly performing its services as required under this Agreement, the Customer will align the operation of the software in accordance with the details and underlying requirements of the product specifications.

5.4 Upon the occurrence of a problem, Customer is duty bound to promptly supply the employees of dataglobal Heilbronn with all comprehensible information required for processing the problem. Customer will ensure unimpeded, complete and uninterrupted access to its business premises and the hardware and software infrastructure, provided this does not compromise its security interests.

5.5 Customer is responsible for ensuring that at all times a competent contact identified by name is available, who is sufficiently trained in the administration of the hardware and software

infrastructure. Customer is furthermore responsible for ensuring that this contact person has access to the information and documentation provided by dataglobal Heilbronn. Customer will ensure that an adequate number of trained contact persons are available along with deputy arrangements so that dataglobal Heilbronn has access to a competent contact person at all times.

Customer will provide dataglobal Heilbronn with the current, complete contact information of all contact persons and their deputies (company address, telephone number, email address).

5.6 Customer will provide dataglobal Heilbronn with written detailed information about any changes made to the hardware and software infrastructure implemented during open (non-concluded) support calls.

6. Individual Rectification of Malfunction

6.1 dataglobal Heilbronn will react to notified defects within the response times as set out in Section 3.2. Malfunctions have to be documented and notified in accordance with Section 5.4.

6.2 dataglobal Heilbronn will at its sole discretion choose between one of the following methods for rectifying malfunctions reported:

- Delivery of a patch/hotfix.
- Delivery of a new program version that no longer contains the defect.
- Instruction of the Customer to bypass or resolve the malfunction. Where reasonable, Customer will implement these instructions with its own qualified personnel or a subcontractor.
- Rectification of the malfunction at Customer's place will only occur if none of the aforementioned measures proves successful.

6.3 If a test of the software cannot detect the defect or it is found that there is actually no defect in the software, the costs of the test will be borne by Customer in accordance with the applicable fee list of dataglobal Heilbronn. This applies particularly in the event of malfunctions caused by improper use of the software or the present of defects caused by other software

and/or hardware.

7. Fees, Costs

7.1 The sum of the annual fee for the contractual services is set out in the maintenance certificate and is exclusive of value added taxes. Customer will be responsible for all taxes, duties and other governmental assessments.

7.2 If not agreed differently in the maintenance certificate or an individual agreement entered into between the parties dataglobal Heilbronn is entitled to raise the annual maintenance fees to compensate rising costs e.g. for labour costs of 3 % p.a.

7.3 In the event of fee-based modifications or enhancements or upgrades to the software to be maintained, or in the event of the acquisition of additional modules, dataglobal Heilbronn will issue a new license related maintenance certificate which will substitute the one previously issued in each case. As a rule upgrades will be assumed into the service arrangement in the month following the respective purchase; the maintenance certificate will be updated accordingly.

8. Fees, Costs

8.1 The sum of the annual fee for the contractual services is set out in the maintenance certificate and is exclusive of value added taxes. Customer will be responsible for all taxes, duties and other governmental assessments.

8.2 If not agreed differently in the maintenance certificate or an individual agreement entered into between the parties dataglobal Heilbronn is entitled to raise the annual maintenance fees to compensate rising costs e.g. for labour costs of 3 % p.a.

8.3 In the event of fee-based modifications or enhancements or upgrades to the software to be maintained, or in the event of the acquisition of additional modules, dataglobal Heilbronn will issue a new license related maintenance certificate which will substitute the one previously issued in each case. As a rule upgrades will be assumed into the service

arrangement in the month following the respective purchase; the maintenance certificate will be updated accordingly.

8.4 All additional costs pursuant to Section 4, together with travel and accommodation costs, will be billed with the provision of relevant receipts.

8.5 Invoices issued under this Agreement are payable without discount by the Customer within 14 calendar days following receipt.

8.6 Customer is only entitled to exercise set-off rights if its counterclaims are confirmed by a final legal judgement, are undisputed or are acknowledged. Unless otherwise agreed, the Customer is only entitled to exercise a right of retention where its counterclaim has its origins in the same contractual arrangement.

9. Term and Termination

9.1 This Agreement comes into effect upon the submission of the order by the Customer (directly to dataglobal Heilbronn or via a Partner). Its minimum term will be three years, unless otherwise agreed between the parties.

9.2 The Agreement will be extended by 12 months (each an "extension period"), unless terminated properly after expiry of the minimum contractual period with a minimum notice period of three months to the end of an extension period.

9.3 In the event that dataglobal Heilbronn at some time in the future decides to discontinue the maintenance of any product or the supply of a given main or minor product release, following the expiry of the minimum contractual period dataglobal Heilbronn will be entitled to cancel the Agreement with a notice period of three months to the end of the month.

9.4 The agreed maintenance of subsequently acquired licenses/modules in relation to a given installation of the software will automatically end simultaneously with the first, valid maintenance certificate relating to the respective installation of the software.

9.5 Both contractual parties remain entitled to cancel the Agreement without notice, in the event that a fundamental reason arises (cancellation for cause).

9.6 Declarations of cancellation must be issued by means of registered letter.

10. Liability

10.1 dataglobal Heilbronn is fully liable in accordance with the statutory provisions for deliberate acts, gross negligence, death or personal injury, within the scope of the German Product Liability Act, in the case of any fraudulent concealment of a defect or in the case of a guarantee.

10.2 In all other cases the liability of dataglobal Heilbronn is limited to € 25,000 per damage/loss event and € 50,000 per calendar year.

10.3 dataglobal Heilbronn is not liable for damage/loss caused by improper use, incorrect operation or handling, erroneous specifications or information, lack of backups, failure to observe the set-up or installation instructions, failure on the part of the Customer in relation to performing maintenance, use of inappropriate equipment, chemical/electro-chemical or electrical influences, provided that dataglobal Heilbronn is not responsible for the above.

10.4 Any claims of Customer pursuant to Section 6 and 10 shall fall under the statute of limitations after one year, unless provided otherwise in the Agreement.

10.5 In case of quality defects and defects of title, the limitations period shall commence upon delivery of the software, and in case of other claims for damages or reimbursement of wasted expenditure, at such time when Customer becomes aware of the circumstances giving rise to the claim or should have become aware of in the absence of gross negligence.

10.6 To the extent that liability is excluded or limited in respect of dataglobal Heilbronn, this also applies in respect to the personal liability of salaried and wage-earning staff, employees, representatives and vicarious agents.

10.7 EXCEPT FOR THE WARRANTY EXPRESSLY SET FORTH ABOVE, dataglobal Heilbronn DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERRUPTION OF USE, OR NON-

INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT FOR THE WARRANTY EXPRESSLY SET FORTH ABOVE, IN NO EVENT WILL dataglobal Heilbronn BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY OPEN SOURCE SOFTWARE INCORPORATED IN THE PRODUCTS OR OTHERWISE PROVIDED FOR USE WITH THE SOFTWARE. No person is authorized to make any other warranty or representation concerning the performance of the Software other than as expressly provided in this Section 10 and the Agreement.

10.8 NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, dataglobal Heilbronn WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (i) AMOUNTS THAT IN THE AGGREGATE ARE IN EXCESS OF THE AMOUNTS PAID TO dataglobal Heilbronn HEREUNDER DURING THE TWELVE-MONTH PERIOD BEFORE THE DATE THE CAUSE OF ACTION AROSE OR (ii) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR (iii) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, OR SERVICES OR (iv) FOR LOSS OR CORRUPTION OF DATA OR INTERRUPTION OF USE. dataglobal Heilbronn WILL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.

11. Confidentiality, Referencing

11.1 The parties will (i) hold the disclosing party's Confidential Information in confidence and take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the receiving party employs with respect to its confidential materials), (ii) not divulge any such Confidential Information or any information derived there from to any third person (except consultants, subject to the conditions stated below), (iii) not make any use of such Confidential Information except to carry out its obligations under the

binding agreements, and (iv) not copy (except as necessary to carry out its obligations under the binding agreements). Any employee or consultant given access to any such Confidential Information must have a legitimate "need to know" and must be similarly bound in writing with terms and conditions no less protective of the disclosing party than this Section 11.

11.2 The receiving party may disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; to the extent allowed by law, the receiving party must give reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement or seek confidentiality treatment. Each party may disclose Confidential Information of the other party to external advisors bound by a professional duty of confidentiality (in particular lawyers, tax consultants, auditors etc.).

11.3 Without granting any right or license, this Section 11 does not apply to any information that the receiving party can document by its receiving party or any affiliate, agent, consultant or employee) becomes generally available to the public, or (ii) was properly in its possession or known by it without restriction before receipt from the disclosing party, or (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed without use of any Confidential Information of the disclosing party. Notwithstanding any other provision of this Agreement, each party will be free to use for itself and for others in any manner the general knowledge, skill or experience acquired by that party in the course of this Agreement, including using that knowledge as it relates to any present or future Customer, vendor or other business partner.

11.4 Customer declares that it agrees that its name, address (registered business address) may be included by dataglobal Heilbronn on a suitable webpage accessible to the public, for the purpose of referring to the use of dataglobal Heilbronn's Software by Customer.

12. Data Protection

12.1 The personal data communicated by the customer shall be used confidentially and in line with the provisions of the German Federal Data Protection Act, the General Data Protection Regulation as well as of the German Telemedia Act.

12.2 In the course of implementing the Agreement, dataglobal Heilbronn will evaluate anonymised access data to the licensed products for product improvement and product enhancement purposes.

12.3 To the extent that data is forwarded to third parties for the performance of the services covered by the Agreement is not anonymised, dataglobal Heilbronn has concluded data processing agreements with such companies which meet the legal requirements for proper order data processing or the forwarding is based on instructions of the Customer.

12.4 The Customer shall have the right at any time to obtain information about the retained personal data and to claim their rectification. This shall include the origin of the data as well as the recipients to whom the data had been forwarded. Requests for information, specifying the question as precisely as possible, must be addressed to dataglobal Heilbronn GmbH, Im Zukunftspark 10, 74076 Heilbronn, tel.: +49 7131 1226.500, e-mail: datenschutz@dataglobal.com. dataglobal Heilbronn will handle the request as soon as possible and will attempt to overcome any existing concerns.

12.5 The competent supervisory authority is the Baden-Württemberg State Commissioner for Data Protection and Freedom of Information, www.baden-wuerttemberg.datenschutz.de.

in the supply of energy, strike or lockout, breakdowns, a pandemic declared by the WHO, or any other circumstances, which are not attributable to dataglobal Heilbronn and can be remedied only with unreasonable efforts, even if they occur on the premises of suppliers and sub-suppliers, the delivery deadline shall be extended by a reasonable amount of time. If dataglobal Heilbronn becomes unable to perform delivery and service in these cases, dataglobal Heilbronn shall be exempted from its obligations to perform.

13.6 If any term or provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to

which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

f.

g. Customer is required to document the permissible modifications it makes to the program, e.g. modifications to screens and interfaces. For this purpose the Customer must, as a minimum requirement, maintain a list of the software objective modified by it together with corresponding variance lists.

h. In the event that the Customer adapts, modifies or fully or partially links the software with third-party software without having consulted dataglobal Heilbronn, the consequence might be that no maintenance services can be performed under this Agreement for the adapted or modified objects, at least on a cost-free basis.

13. Additional Services

13.1 Customer may request the following listed services from dataglobal Heilbronn in return for an additional payment in accordance with dataglobal Heilbronn fees as may be amended from time to time. A separate agreement will be required in this respect. dataglobal Heilbronn is not duty bound to provide these services.

- Teaching, training, certification of the Customer's employees in the software.
- Advice and support over and beyond the contractual agreed scope.
- Advice, support and problem elimination in relation to third party hardware or software, e.g. operating systems, authorisations, data backup.
- Advice and support in relation to documented programming interfaces.
- Advice in relation to the use of the software.
- On-site support and services in relation to problems encompassed by this Agreement and which, within the terms of this Agreement, are not processed on-site. On-site support in relation to the installation, configuration and maintenance of the hardware and software infrastructure and software.

- Restoration of installations following hardware or software problems.

13.2 The aforementioned services will be billed to the Customer on the basis of the currently agreed or offered daily service rates. The Customer is required to reimburse travel costs and daily allowances.

14. Duties of Co-operation

14.1 Customer is responsible for the provision of a functioning hardware and software infrastructure in accordance with the product specifications.

14.2 Customer is responsible for the regular (once a day as a minimum requirement) back-up of its data as well as its availability for the purpose of the maintenance.

14.3 For dataglobal Heilbronn to be capable of duly performing its services as required under this Agreement, the Customer will align the operation of the software in accordance with the details and underlying requirements of the product specifications.

14.4 Upon the occurrence of a problem, Customer is duty bound to promptly supply the employees of dataglobal Heilbronn with all comprehensible information required for processing the problem. Customer will ensure unimpeded, complete and uninterrupted access to its business premises and the hardware and software infrastructure, provided this does not compromise its security interests.

Customer is responsible for ensuring that at all times a competent contact identified by name is available, who is sufficiently trained in the administration of the hardware and software infrastructure. Customer is furthermore responsible for ensuring that this contact person has access to the information and documentation provided by dataglobal Heilbronn. Customer will ensure that an adequate number of trained contact persons are available along with deputy arrangements so that dataglobal Heilbronn has access to a competent contact person at all times.

Customer will provide dataglobal Heilbronn with the current, complete contact information of all contact persons and their deputies (company address, telephone number, email address).

14.5 Customer will provide dataglobal Heilbronn with written detailed information about any changes made to the hardware and software infrastructure implemented during open (non-concluded) support calls.

15. Individual Rectification of Malfunction

15.1 dataglobal Heilbronn will react to notified defects within the response times as set out in Section 3.2. Malfunctions have to be documented and notified in accordance with Section 5.4.

15.2 dataglobal Heilbronn will at its sole discretion choose between one of the following methods for rectifying malfunctions reported:

- Delivery of a patch/hotfix.
- Delivery of a new program version that no longer contains the defect.
- Instruction of the Customer to bypass or resolve the malfunction. Where reasonable, Customer will implement these instructions with its own qualified personnel or a sub-contractor.
- Rectification of the malfunction at Customer's place will only occur if none of the aforementioned measures proves successful.

15.3 If a test of the software cannot detect the defect or it is found that there is actually no defect in the software, the costs of the test will be borne by Customer in accordance with the applicable fee list of dataglobal Heilbronn. This applies particularly in the event of malfunctions caused by improper use of the software or the present of defects caused by other software and/or hardware.

16. Fees, Costs

16.1 The sum of the annual fee for the contractual services is set out in the maintenance certificate and is exclusive of value added taxes. Customer will be responsible for all taxes, duties and other governmental assessments.

16.2 If not agreed differently in the maintenance certificate or an individual agreement entered into between the parties dataglobal Heilbronn is entitled to raise the annual maintenance fees to compensate rising costs e.g. for labour costs of

3 % p.a.

16.3 In the event of fee-based modifications or enhancements or upgrades to the software to be maintained, or in the event of the acquisition of additional modules, dataglobal Heilbronn will issue a new license- related maintenance certificate which will substitute the one previously issued in each case. As a rule upgrades will be assumed into the service arrangement in the month following the respective purchase; the maintenance certificate will be updated accordingly.

17. Payment Terms

17.1 Unless otherwise agreed upon in the maintenance certificate, the maintenance fee for each calendar year is payable in advance at the start of that year.

17.2 Following the receipt by dataglobal Heilbronn of the software order, billing will take place for the first time at the start of the applicable subsequent month and thereafter once a year at the beginning of the respective calendar year, unless otherwise set out in the maintenance certificate.

17.3 All additional costs pursuant to Section 4, together with travel and accommodation costs, will be billed with the provision of relevant receipts.

17.4 Invoices issued under this Agreement are payable without discount by the Customer within 14 calendar days following receipt.

17.5 Customer is only entitled to exercise set-off rights if its counterclaims are confirmed by a final legal judgement, are undisputed or are acknowledged. Unless otherwise agreed, the Customer is only entitled to exercise a right of retention where its counterclaim has its origins in the same contractual arrangement.

18. Term and Termination

18.1 This Agreement comes into effect upon the submission of the order by the Customer (directly to dataglobal Heilbronn or via a Partner). Its minimum term will be three years, unless otherwise agreed between the parties.

18.2 The Agreement will be extended by 12 months (each an "extension period"), unless terminated properly after expiry of the minimum contractual period with a minimum notice period of three months to the end of an extension

period.

18.3 In the event that dataglobal Heilbronn at some time in the future decides to discontinue the maintenance of any product or the supply of a given main or minor product release, following the expiry of the minimum contractual period dataglobal Heilbronn will be entitled to cancel the Agreement with a notice period of three months to the end of the month.

18.4 The agreed maintenance of subsequently acquired licenses/modules in relation to a given installation of the software will automatically end simultaneously with the first, valid maintenance certificate relating to the respective installation of the software.

18.5 Both contractual parties remain entitled to cancel the Agreement without notice, in the event that a fundamental reason arises (cancellation for cause).

18.6 Declarations of cancellation must be issued by means of registered letter.

19. Liability

19.1 dataglobal Heilbronn is fully liable in accordance with the statutory provisions for deliberate acts, gross negligence, death or personal injury, within the scope of the German Product Liability Act, in the case of any fraudulent concealment of a defect or in the case of a guarantee.

19.2 In all other cases the liability of dataglobal Heilbronn is limited to € 25,000 per damage/loss event and € 50,000 per calendar year.

19.3 dataglobal Heilbronn is not liable for damage/loss caused by improper use, incorrect operation or handling, erroneous specifications or information, lack of backups, failure to observe the set-up or installation instructions, failure on the part of the Customer in relation to performing maintenance, use of inappropriate equipment, chemical/electro-chemical or electrical influences, provided that dataglobal Heilbronn is not responsible for the above.

19.4 Any claims of Customer pursuant to Section 6 and 10 shall fall under the statute of limitations after one year, unless provided otherwise in the Agreement.

19.5 In case of quality defects and defects of title, the limitations period shall commence upon delivery of the software, and in case of other

claims for damages or reimbursement of wasted expenditure, at such time when Customer becomes aware of the circumstances giving rise to the claim or should have become aware of in the absence of gross negligence.

19.6 To the extent that liability is excluded or limited in respect of dataglobal Heilbronn, this also applies in respect to the personal liability of salaried and wage-earning staff, employees, representatives and vicarious agents.

19.7 EXCEPT FOR THE WARRANTY EXPRESSLY SET FORTH ABOVE, dataglobal Heilbronn DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERRUPTION OF USE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT FOR THE WARRANTY EXPRESSLY SET FORTH ABOVE, IN NO EVENT WILL dataglobal Heilbronn BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY OPEN SOURCE SOFTWARE INCORPORATED IN THE PRODUCTS OR OTHERWISE PROVIDED FOR USE WITH THE SOFTWARE. No person is authorized to make any other warranty or representation concerning the performance of the Software other than as expressly provided in this [Section 10](#) and the Agreement.

19.8 NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, dataglobal Heilbronn WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (i) AMOUNTS THAT IN THE AGGREGATE ARE IN EXCESS OF THE AMOUNTS PAID TO dataglobal Heilbronn HEREUNDER DURING THE TWELVE-MONTH PERIOD BEFORE THE DATE THE CAUSE OF ACTION AROSE OR (ii) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR (iii) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, OR SERVICES OR (iv) FOR LOSS OR CORRUPTION OF DATA OR INTERRUPTION OF USE. dataglobal Heilbronn WILL HAVE NO LIABILITY FOR

ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.

20. Confidentiality, Referencing

20.1 The parties will (i) hold the disclosing party's Confidential Information in confidence and take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the receiving party employs with respect to its confidential materials), (ii) not divulge any such Confidential Information or any information derived therefrom to any third person (except consultants, subject to the conditions stated below), (iii) not make any use of such Confidential Information except to carry out its obligations under the binding agreements, and (iv) not copy (except as necessary to carry out its obligations under the binding agreements). Any employee or consultant given access to any such Confidential Information must have a legitimate "need to know" and must be similarly bound in writing with terms and conditions no less protective of the disclosing party than this Section II.

20.2 The receiving party may disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; to the extent allowed by law, the receiving party must give reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement or seek confidentiality treatment. Each party may disclose Confidential Information of the other party to external advisors bound by a professional duty of confidentiality (in particular lawyers, tax consultants, auditors etc.).

20.3 Without granting any right or license, this Section II does not apply to any information that the receiving party can document by its written records (i) is or (through no improper action or inaction by the receiving party or any affiliate, agent, consultant or employee) becomes generally available to the public, or (ii) was properly in its possession or known by it without restriction before receipt from the disclosing party, or (iii) was rightfully disclosed to it by a third

party without restriction, or (iv) was independently developed without use of any Confidential Information of the disclosing party. Notwithstanding any other provision of this Agreement, each party will be free to use for itself and for others in any manner the general knowledge, skill or experience acquired by that party in the course of this Agreement, including using that knowledge as it relates to any present or future Customer, vendor or other business partner.

20.4 Customer declares that it agrees that its name, address (registered business address) may be included by dataglobal Heilbronn on a suitable webpage accessible to the public, for the purpose of referring to the use of dataglobal Heilbronn's Software by Customer.

21. Data Protection

21.1 The personal data communicated by the customer shall be used confidentially and in line with the provisions of the German Federal Data Protection Act, the General Data Protection Regulation as well as of the German Telemedia Act.

21.2 In the course of implementing the Agreement, dataglobal Heilbronn will evaluate anonymised access data to the licensed products for product improvement and product enhancement purposes.

21.3 To the extent that data is forwarded to third parties for the performance of the services covered by the Agreement is not anonymised, dataglobal Heilbronn has concluded data processing agreements with such companies which meet the legal requirements for proper order data processing or the forwarding is based on instructions of the Customer.

21.4 The Customer shall have the right at any time to obtain information about the retained personal data and to claim their rectification. This shall include the origin of the data as well as the recipients to whom the data had been forwarded. Requests for information, specifying the question as precisely as possible, must be addressed to dataglobal Heilbronn GmbH, Im Zukunftspark 10, 74076 Heilbronn, tel.: +49 7131 1226.500, e-mail: datenschutz@dataglobalheilbronn.com. dataglobal Heilbronn will handle

the request as soon as possible and will attempt to overcome any existing concerns.

21.5 The competent supervisory authority is the Baden-Württemberg State Commissioner for Data Protection and Freedom of Information, www.baden-wuerttemberg.datenschutz.de.

22. Final Provisions

22.1 The places of fulfilment for the contractual services is the business location of dataglobal Heilbronn (Heilbronn).

22.2 No additional agreements have been made. Secondary agreements, amendments and additions to this Agreement must be made in writing. This requirement for the written form may itself only be abrogated in writing. This requirement for the written form is not fulfilled by declarations made via email or another electronic form.

22.3 The courts of Heilbronn, Germany, shall have exclusive Jurisdiction.

22.4 This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding any conflict law provisions that would require application of another choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

22.5 If dataglobal Heilbronn is prevented from fulfilling its obligations due to force majeure despite using reasonable diligence and care, in particular by the occurrence of any unforeseeable, extraordinary circumstances, including, but not limited to, war, civil commotion, seizure, difficulties in the supply of energy, strike or lockout, breakdowns, a pandemic declared by the WHO, or any other circumstances, which are not attributable to dataglobal Heilbronn and can be remedied only with unreasonable efforts, even if they occur on the premises of suppliers and sub-suppliers, the delivery deadline shall be extended by a reasonable amount of time. If dataglobal Heilbronn becomes unable to perform delivery and service in these cases, dataglobal Heilbronn shall be exempted from its obligations to perform.

22.6 If any term or provision of this Agreement

or the application thereof to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.