

Software Maintenance Partners – General Terms and Conditions

1. General Scope

1.1 dataglobal Heilbronn GmbH (herein after referred to as “dataglobal”) undertakes to provide maintenance services for the dataglobal Heilbronn software (hereinafter referred to as the “software”) in accordance with these terms and conditions, provided the PARTNER has duly registered the software with dataglobal. The software will be conclusively specified in the applicable software maintenance certificate.

1.2 These terms and conditions together with the software maintenance certificate form part of the agreement concluded on the basis of the order placed by the PARTNER. The software maintenance certificate and these conditions constitute one contractual entity and will hereinafter be commonly known as the “Agreement” or “maintenance agreement”.

1.3 Unless described hereinafter, scope and type of the services to be provided by dataglobal Heilbronn are definitively set out in the software maintenance certificate.

1.4 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. dataglobal Heilbronn Standard Support Services

3.1 The maintenance fees cover the following 3rd Level Support supplied by dataglobal Heilbronn to the PARTNER.:

- Provision of the released maintenance levels and changes statuses of the software.
- Provision of an interface to dataglobal Heilbronn development.
- Issue of software updates (upwards compatible releases), whereby dataglobal Heilbronn will automatically deliver Major Releases within 6 weeks following the product release, whereby Minor Releases are only delivered upon the demand of the PARTNER.
- Elimination of software faults reported by the PARTNER as part of the further development of the software (see as well Section 3.4), provided the faults can be reproduced and do not relate to user errors, faults in the deployed hardware and/or third-party software (operating system, sub-systems, other application software etc.).
- Update and supply of the documentation relating to the software (manual and operating documentation).
- Telephonic support to the PARTNER in relation to licensee-related problems such as the restart phase following faults in the operating processes, incorrect operation, power failure and other causes.

3.2 All dataglobal Heilbronn services within the standard support services will be provided on business days (Monday – Friday) between 9:00 am and 05:00 pm, CET. No services are provided on statutory holidays at the registered offices of dataglobal Heilbronn.

3.3 All services within the Gold Support will be provided 365 days a year, 7 days a week, and 24 hours a day (support times). Whereas calls are answered according to its priority 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.

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.

3.4 dataglobal Heilbronn Heilbronn undertakes to take all reasonable steps to eliminate the fault in the applicable current software release as reported by the PARTNER or to offer a workaround solution. There is no entitlement to the individual elimination of faults in the software.

4. Duties of the PARTNER

4.1 PARTNER must offer its customers 1st and 2nd Level Support and ensure it is provided across the entire duration of the maintenance agreement.

4.2 The maintenance agreements that the PARTNER concludes with its customers must encompass individual support levels that are at least equal to the scope of maintenance services provided by dataglobal Heilbronn Heilbronn under this Agreement and to its customers. Otherwise, dataglobal Heilbronn Heilbronn has no obligation to deliver its 3rd Level Support.

4.3 PARTNER is obliged to pledge itself and its customer for the regular (once a day as a minimum requirement) back-up of the data as well as its availability for the purpose of the maintenance.

4.4 Upon the occurrence of a problem, PARTNER is duty bound to promptly supply the employees of dataglobal Heilbronn Heilbronn with all comprehensible information required for processing the problem. PARTNER

will; if needed, ensure unimpeded, complete and uninterrupted access to its business premises and the hardware and software infrastructure, provided this does not compromise its security interests.

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

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

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

5. Additional Services

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

- Teaching, training, certification of the PARTNER'S employees in the software.
- Support for third-party software (excluding 1st Level) and/or for project solutions.
- Installations (remote, telephonic, on-site) performed by a dataglobal Heilbronn Heilbronn employee.

- Queries relating to SAP customizing or administration of the database.
- Faults caused by modifications made to the system (outside of the tools specified by dataglobal).
- Queries in relation to: allocation of operating system access privileges; software distribution or other administrative tasks of the operating system (e.g. creating new users).
- Queries in relation to use of interfaces (AutoArchiv, Stex, Migrate).
- Setting up database servers.
- Queries regarding special deliveries, that do not (yet) have a product status.
- Installation of updates/upgrades.
- Software and hardware installations contrary to our product specification.
- Research and explanation of solutions in the SAP Marketplace (OSS).
- Explanations and deletion of impacts from configuration changes (SAP, Client).
- Individual PARTNER, customer and project developments, e. g. user exits with the index export.
- Explanation of the SAP ArchiveLink interfaces, to data archiving/DART, on archiving and workflow scenarios (no consulting services/presales).
- Recovery of PARTNER'S files or that of dataglobal- registered licensee.
- Rectification of problems caused by unauthorised third- party access to the software or which is linked to interference of this kind.
- Costs incurred by dataglobal Heilbronn in the event that no actual fault was present but rather the cause of the reported fault was, for example, a user error, non-authorized modifications to the software, or other causes for which the PARTNER or its sub-contractors are responsible.
- Faults that are traceable back to the use of machines, components, materials, additional devices, operating

systems or third-party software not approved for the hardware by the manufacturer or by dataglobal Heilbronn for the software. dataglobal Heilbronn will present proof of the cause of the fault.

- Travel and accommodation costs as well as daily allowances as incurred by dataglobal Heilbronn in providing maintenance services in accordance with this Agreement.

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

6. Remuneration and Payment Terms

6.1 The sum of the annual maintenance fee for services pursuant to Section 3 of these terms and conditions is set forth in the maintenance agreement.

6.2 With commencement of the maintenance agreement in accordance with Section 9.1, the billing for the first year will be issued on the first day of the following quarter, the sum being that portion of the annual fee due to the end of the year. Billing for succeeding years will be issued at the beginning of the year and is due in advance.

6.3 All maintenance fees for all customers of the PARTNER payable per quarter will be compiled within one combined invoice per PARTNER.

6.4 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 %.

6.5 All additional costs pursuant to Section 5, together with travel and accommodation costs, will be billed with the provision of relevant receipts.

6.6 All invoices are payable without deduction within 14 calendar days following issue.

6.7 PARTNER 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,

PARTNER is only entitled to exercise a right of retention where its counterclaim has its origins in the same contractual arrangement.

7. Warranty Claims

7.1 During the term of this Agreement the dataglobal Heilbronn shall be liable that all maintenance performances are free from defects which may lead to a reduction or a complete loss of the value or the suitability of the performances.

7.2 The PARTNER will inform dataglobal Heilbronn immediately in written form if a defect of the maintenance performances occurs.

7.3 dataglobal Heilbronn will undertake to eliminate defects within a reasonable period of time.

7.4 All claims of warranty lapse if the PARTNER or a customer of the PARTNER undertakes changes on the Software or the further performances delivered by dataglobal Heilbronn without the prior consent of dataglobal. This does not refer to authorised changes of open-source-components.

8. Liability

8.1 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.

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

8.3 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 PARTNER 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.

8.4 Any claims of PARTNER pursuant to Section 7 and 8 shall fall under the statute of limitations

after one year, unless provided otherwise in the Agreement.

8.5 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 PARTNER becomes aware of the circumstances giving rise to the claim or should have become aware of in the absence of gross negligence.

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

8.7 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 8 and the Agreement.

8.8 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.

9. Term and Termination

9.1 Maintenance agreements are established upon receiving of an order of the PARTNER by dataglobal. The minimum contractual period of the maintenance agreement is three years, if not agree differently. Following the expiry of the minimum contractual period, agreements will be renewed for a period of 12 months (each an "extension period"), unless terminated properly with a minimum notice period of three months to the end of the minimum contractual period or each extension period.

9.2 The right of both contractual partners to exercise extraordinary cancellation without notice (for material reason) remains unaffected.

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 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.

9.5 Declarations of cancellation must be issued in written form.

10. Confidentiality

10.1 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 10.

10.2 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.).

10.3 Without granting any right or license, this Section 10 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.

11. Proprietary Rights

11.1 As between the parties, PARTNER agrees that dataglobal Heilbronn owns all right, title and interest in and to the intellectual property embodied in the software subject to this Agreement, and in all of dataglobal's patents, trademarks, trade names, inventions, copyrights, know-how, and trade secrets relating to the design, manufacture, operation or service of the software. The use by PARTNER of any of these property rights is authorized only for the purposes and to the extent set forth in the Agreement, and upon termination of the Agreement for any reason such authorization will cease. As between the parties, PARTNER acknowledges that the software, and its sequence, structure, design and organization, are proprietary to dataglobal Heilbronn and that dataglobal Heilbronn retains exclusive ownership thereof. PARTNER will take all reasonable measures to protect dataglobal's proprietary rights in the software. Except as provided herein, PARTNER is not granted any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, franchises or licenses with respect to the software. dataglobal Heilbronn will retain all rights in and to the intellectual property rights that it currently owns or will develop, including without limitation all of dataglobal's intellectual property rights in the dataglobal's software.

11.2 Nothing herein will grant to PARTNER any right, title or interest in dataglobal's Trademarks. At no time during or after the term of this Agreement will PARTNER challenge or assist others to challenge dataglobal's Trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of dataglobal. All use and goodwill associated with dataglobal's Trademarks will inure to the benefit of dataglobal.

12. Data Protection

12.1 The personal data communicated by the PARTNER 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. The PARTNER is liable and has to ensure that it enters into respective agreements with its customers that allow dataglobal Heilbronn to access the systems of the customer to deliver the contractual performances and which covers at least the provisions of this clause.

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 PARTNER.

12.4 The PARTNER 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.

13. Final Provisions

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

13.2 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.

13.3 Any modifications of, or amendments to this Agreement shall require written form to become effective. This shall also apply to the

written form requirement itself.

13.4 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.

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

13.6 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).