TERMS AND CONDITIONS / EULA

A   INHALTE

B   GENERAL PROVISIONS RELATING TO THE GT&CS

1.   Scope of application, authorisation to amend, content of the contract, change of contractual partner

1.1.   In addition to the individual contractual agreements, these General Terms and Conditions of Business (GT&Cs) shall apply to all contracts, deliveries, purchase-related services and other services and deliverables of EASY ApiOmat GmbH, Hainstraße 4, 04109 Leipzig, Germany (hereinafter "EASY APIOMAT") in relation to the contractual partners (hereinafter "Customer")..

1.2.   These GT&Cs are an integral part of each contract concluded. They shall, without it being necessary to expressly incorporate these again, also apply to future business relations with the Customer. In principle, the following provisions material to the contract shall apply in the sequence listed::

• the individual contract (schedule of services) for certain services of EASY APIOMAT, along with the appendices (in particular the service specifications, functional specifications and/or user requirements specifications;

• Special Terms and Conditions of Contract (ST&CsC), in particular for certain services, third-party terms of software licence and Service Level Agreements (SLAs),,

• these GT&Cs.

The respective valid versions are available on the Internet at the Internet address https://apiomat.com/de/agb/.

1.3   Deviating terms and conditions of business of the Customer, as well as amendments and supplements shall be valid only insofar as they have been recognised in writing by EASY APIOMAT. This shall apply even if the Customer's general terms and conditions of business have not been expressly objected to..

1.4   EASY APIOMAT may, also with effect for any existing contractual relationship, amend the GT&Cs and/or the ST&CsC at any time without giving reasons. EASY APIOMAT shall inform the Customer of amendments 30 days before they enter into effect. The Customer's consent shall be deemed given, unless the Customer gives notification of non-acceptance within 10 days of being informed of the amendments. EASY APIOMAT shall separately point out to the Customer this effect regarding deemed consent.

1.5   EASY APIOMAT may transfer to one or more Third Parties its rights and/or duties arising from the contractual relationship (take-over of the contract and/or obligations, assignment). In the event that the contract and/or obligations are transferred, and the Customer's interests are impaired, the Customer shall have a right of extraordinary termination of the contract.

2.   Definitions

2.1.   "Contractual Documents" encompass the individual contracts and schedules of services, including the appendices (in particular service specifications) and the annexes to the appendices, as well as all agreements and terms that are laid down thereunder and are material to the contract (e.g. GT&Cs, Supplementary T&Cs of Contract, SLAs).

2.2.   "Service Levels Agreements (SLAs)" encompass he service requirements that define the type and scope of he Contractual Services in terms of territory, time, quality and quantity and are laid down in an individual contract, a schedule of services or the appendices (in particular the service specifications at the Internet address: https://apiomat.com/de/leistungsbeschreibung/).

2.3.   „Contractual Services" encompass the services to be rendered by EASY APIOMAT in accordance with the Contractual Documents.

2.4.   "Confidential Information" encompasses all information and documents, including the Contractual Documents, either designated as confidential or whose confidentiality ensues from the circumstances and/or from their nature. In particular, Contractual Information encompasses technical, commercial and other information, for example information in respect of technologies, research and development, products, services, prices of products and services, customers, employees, subcontractors, marketing plans and/or financial matters.

2.5.   The following information shall not be deemed to be Confidential Information: information that was known to the receiving contractual partner before it received this information from the other contractual partner under he business relationship with EASY APIOMAT, or that the receiving contractual partner has independently developed without illegitimately falling back on Confidential Information from the o her contractual partner, or that the receiving contractual partner has received from a Third Party that is not bound by non-disclosure restrictions concerning the use and passing-on of this information and has legitimately received this information, or that is or becomes generally known without any fault or involvement on the part of the receiving contractual partner, or that one of he contractual partners has excluded from the confidentiality requirement by means of a written declaration to the receiving contractual partner.

2.6.   "Place of Performance" is the place where EASY APIOMAT is required to carry out the acts of performance that characterise its undertaking to perform. In cases of doubt, the place where EASY APIOMAT's registered office is situated shall be the Place of Performance as well as the place of fulfilment.

2.7.   "Contact Person" is any person who has been designated by the Customer for a particular remit and has unlimited powers of representation and/or decision-making for this remit.

2.8.   "Internal Guidelines" encompass, insofar as these are made known to EASY APIOMAT in writing, the Customer's respective applicable internal sets of rules, instructions, conduct guidelines and safety rules.

2.9.   "IT System(s)" encompass(es) the networks, communication systems, hardware, software, interfaces and other technical information technology facilities used by EASY APIOMAT for rendering the Contractual Services or by the Customer for making use of the Contractual Services.

2.10.   "Customised Software" encompasses software programmes, programme modules, tools etc. (including the documentation thereto) that have been tailored to the needs of EASY APIOMAT's Customer for the performance of the contract. This shall not include customisa-

tion/parameterisation of standard software or standard software services (e.g. at the source code level); nor shall this include any tools used, in particular ApiOmat, or their adaptation or enhancement.

2.11. "ApiOmat" is the name of the software developed and sold by EASY APIOMAT. This software essentially fulfils the function of a mobile enterprise backend as a service and is described at the Internet address https://apiomat.com/de/leistungsbeschreibung/. This likewise includes all modules, connectors, documentation and any applications made available as standard.

2.12. "Current State of the Technological Art" encompasses all generally recognised codes of practice prevailing at the time of the conclusion of the respective contract. They encompass the requirements that are known in the corresponding expert circles, are tried and tested and are generally accepted.

2.13. A "Deficiency in Performance" shall exist, if (1) the Contractual Services wholly or partly fail to fulfil the requirements and specifications laid down in the contract, in particular if EASY APIOMAT fails to adhere to the respective service levels, or (b) the Contractual Services are not suitable for the use anticipated under the contract, or (c) the Contractual Services lack a quality that is customary in the case of services of a similar kind and can be expected by the Customer according to the nature of the Contractual Services.

2.14. "Multi-client Capability / Multi-client Capable" means that the Contractual Services can be rendered irrespectively of whether the services are provided to a Third Party, and that he Customer, as a self-contained unit within these IT Systems in organisational terms and in terms of data technology, exercises the highest authority in the IT Systems used by EASY APIOMAT for rendering its services.

. In detail, Client Capability means that disjoint, client-orientated data storage is possible; i.e. that, in particular, third-party access to the Client's data is technically restricted, separation and reciprocal shielding of the data stored and processed for the respective Customer of EASY APIOMAT is guaranteed, the confidentiality of the Customer's data is maintained, no Third Party obtains knowledge of the Customer's data, and the Customer's incoming, processed and stored data is protected against manipulation by Third Parties; it is possible to exercise without any breach of third-party rights the monitoring/auditing rights granted by the Customer; it is possible to adapt the Contractual Services on a customer-specific basis (e.g. presentation and configuration [customisation/parameterisa ion hat does not take place at the source code level]).

2.15. "Support / Maintenance" means the announcement and provision of all minor and major updates in the contract period, as well as the provision of bug fixes. Maintenance shall take place only for current version releases and a follow-on period of 12 months.

2.16. "Third Parties" are all individuals, legal entities and other organisations who are not party to the contract. Third Parties do not include EASY APIOMAT's affiliates within the meaning of Sections 15 et seqq. AktG [Public Limited Companies Act].

2.17. "Force Majeure" is any event that could not have been foreseen and avoided by either contractual partner, even if the utmost diligence to be reasonably expected had been applied. In this sense, Force Majeure may encompass the following events in particular: war, insurrection, unrest, embargo, earthquake, explosion, fire, flooding, severe weather, internal industrial action.

C   GENERAL PROVISIONS RELATING TO THE CONTRACTUAL RELATIONSHIP

3.   Offer of a contract, conclusion of a contract, adaptations of the contract

3.1. Any and all presentations and other service specifications shall be subject to change without notice. A contract shall not be deemed to have been brought about until EASY APIOMAT has unreservedly accepted the Customer's offer (e.g. by concluding an individual contract) wi hin 14 business days or has begun to carry out the acts of performance that are owed. In the latter case, the Customer shall waive its right to receipt of a declaration of acceptance.

3 2. The key contractual provisions shall be laid down in writing in an individual contract. If a Third Party (in particular a distribution partner of EASY APIOMAT) was involved in the conclusion of he contract, EASY APIOMAT shall not acknowledge objec ions from the Customer that the Customer has derived from an additional contractual relationship with the Third Party.

3 3. EASY APIOMAT shall be promptly informed of all facts material to the business relationship, in particular changes to the company name, personal name, address or contra account of the Customer or of any persons au horised to represent the Customer, or changes to the Customer's, or these persons', capacity to make disposals or enter into obligations, or changes to communicated powers of representation or disposal (in particular in respect of Contact Persons). If the Customer culpably fails to give notification of such change to its contractual details, the Customer shall bear the costs for ascertaining the details necessary for carrying out the contractual relationship.

3.4. If it becomes apparent that the Customer has given EASY APIOMAT incorrect and/or incomplete information on the rendering of the Contractual Services, or if, despite a written request from EASY APIOMAT, the Customer has wholly or partly failed to make accessible significant information on the rendering of the Contractual Services, and extra costs not foreseeable prior to the conclusion of the contract are incurred upon EASY APIOMAT as a consequence of such deficient provision of information, EASY APIOMAT shall be entitled to demand subsequent negotiations with the aim of adapting the fee and/or the service specifications to an appropriate extent that is reasonable for the Customer. If the parties to he contract are unable to reach agreement within a period of 14 business days of such request for subsequent negotiations, EASY APIOMAT shall be entitled to suspend the Contractual Services and/or wholly or partly terminate the contract for good cause.

4.   EASY APIOMAT's duties to perform

4.1. EASY APIOMAT shall render services for the Customer in the field of information technology. In particular, EASY APIOMAT has extensive experience in the digitalisation of existing business solutions and their integration into mobile applications (apps). In concrete terms, the services to be rendered by EASY APIOMAT shall, in each case, ensue from the Contractual Documents.

4 2. Insofar as EASY APIOMAT makes available additional services free of charge, the Customer shall have no entitlement to the provision of these services. EASY APIOMAT shall inform the Customer of the discontinuation of any services provided free of charge.

4 3. EASY APIOMAT may render for the Customer consultancy services that are limited to set-up, setting and software enablement services provided on he basis of time and materials. Details shall be subject to a separate order.

4.4. For rendering its services, EASY APIOMAT shall, within the bounds of its technical possibilities, use the respective latest version of third-party applications and in-house applications made available (in particular Customised Software and standard software), provided that this is reasonable for the Customer (equivalent fulfilment of the performance features). Unless otherwise stipulated, EASY APIOMAT shall give the Customer reasonable prior notice of any change of version.

4 5. The Customer is aware that EASY APIOMAT's services may contain modules and/or elements of free source software or open source software. On written request, EASY APIOMAT shall provide the Customer with information thereon, insofar as possible.

4.6. EASY APIOMAT shall be obliged to render Multi-client Capable Ser-

vices, if such use is expressly provided for in the Contractual Documents, and it is guaranteed that, upon the discontinua ion of an individual contract, the Customer's data affected by this discontinuation is ported even without any transfer of the IT Systems used for storing and processing the data.

4.7. EASY APIOMAT shall, insofar as apparent, promptly notify the Customer, if the Customer's specifications are significantly incorrect, incomplete, contradictory or objectively infeasible, or if system components provided do not conform to he contract. However, EASY APIOMAT shall not be obliged to examine and check specifications and/or supplies from the Customer to a greater extent than is necessary for producing the contractually agreed elements of the services.

4.8. The Customer is aware that EASY APIOMAT's services may be subject to changes as a result of new technical developments and/or possible new statutory and/or official regulations. Therefore, customer support services and other services (e.g. Customised Software and/or ApiOmat) for the Customer may be adapted by EASY APIOMAT to the respective technical development status. However, this shall apply only insofar as the performance of the duty to carry out the agreed services is not unreasonably impaired or does not become impossible, and, with due regard being given to all circumstances and to the Customer's justified interests, the Customer can be reasonably expected to accept such adaptation.

4.9. For good cause, EASY APIOMAT may relocate within the European Union or the European Economic Area the Places of Performance deviating from its location(s). In principle, the Customer's consent shall be required in the event of any relocation to another country that is not a Member State of the European Union or of the European Economic Area.

4.10. Set dates for performance and set periods for performance shall be binding only if they have been confirmed in writing by EASY APIOMAT, and the Customer has communicated or made available to EASY APIOMAT in due time all information and documents necessary for carrying out the services, has paid all down payments possibly agreed upon, has issued all permits and approvals and has carried out all other necessary acts of cooperation. If additional or supplementary orders are placed after the contract has been concluded (cf. Section 18. among others), the set time limits shall be extended accordingly. If the Customer does not sufficiently meet its duties to notify and cooperate (e.g. under subsection 25.5), and EASY APIOMAT's contractual duties to perform are delayed as a result thereof, the agreed time limits shall be automatically extended appropriately, but at least by the period of the delay. Any compensation claim of EASY APIOMAT (e.g. under Section 642 BGB [German Civil Code]) and any right of EASY APIOMAT to possibly terminate he contract (e.g. under 643 BGB) shall, insofar as applicable, remain unaffected.

4.11. If acts of coopera ion by the Customer are necessary for making the service owed by EASY APIOMAT ready/fit for use (e.g. configuration, maintenance, compatibility of IT Systems, provision of interface documentation, access points to the respective IT Systems), hese services shall not be owed by EASY APIOMAT. Insofar as EASY APIOMAT offers support services, and the Customer wishes to make use of these, a separate contractual agreement shall be concluded.

4.12. The service availability guaranteed by EASY APIOMAT is laid down in the Contractual Documents, in particular in the ST&CsC and/ or the service specifica ions (https://apiomat.com/de/leistungsbeschreibung/). Periods when this accessibility cannot be met owing to technical or other problems beyond EASY APIOMAT's sphere of influence (among other things Force Majeure, cf. subsection 2.17, third-party culpability, scheduled servicing work etc.) shall be excluded herefrom. The service levels may be altered in agreement with the Customer, insofar as his is necessary owing to changes to the Customer's operational and/or technical requirements or for continually improving the Contractual Services. The Customer may refuse its consent to such adaptation only for good cause. Subsection 3.4.,

sentence 2 shall apply accordingly in the event of such refusal.

4.13. EASY APIOMAT shall be entitled to temporarily discontinue or limit access to the services insofar as this is necessary for the security of the operation of the network, for maintaining the integrity of the network, in particular for avoiding serious disruptions to the network or to the interoperability of the services, and/or for compliance with requirements under data protection law.

4.14. Essential servicing work on Contractual Services (in particular IT Systems) shall be carried out by EASY APIOMAT during low-use periods, insofar as possible. The Customer shall have no right to refuse to accept essen ial or prescribed servicing work that is prescribed by the third-party manufacturers and is necessary for application-related reasons, or to refuse to accept the resul ing limitations in the availability of the IT Systems, and shall have no right to define the scheduling or duration of this work. If it is necessary to temporarily discontinue or limit the services for a relatively long period, EASY APIOMAT shall give the Customer 10 days' prior notice of the type, extent and duration of the impairment, insofar as this is objectively possible in the circumstances, and such notification would not delay the elimination of interruptions that have already occurred.

4.15. Unforeseeable, unavoidable and non-culpable events outside of EASY APIOMAT's sphere of influence, such as Force Majeure under 2.17, shall, for the duration of these events, release EASY APIOMAT from its duty to perform. Agreed time limits for performance shall be extended by the duration of the disruption. The Customer shall, in an appropriate manner, be informed of the occurrence of the disruption. If it is not foreseeable when the disruption will end, or if the disruption lasts longer than one month, each Party shall be entitled to terminate the contract. This shall apply accordingly, if the aforementioned circumstances occur at a subcontractor of EASY APIOMAT.

4.16. Insofar as EASY APIOMAT is, for the rendering of its services, dependent upon deliveries/services that it does not produce/render itself, and that are not in stock and are not obtainable at the time of the placement of the order, EASY APIOMAT shall be entitled to rescind the individual contract, provided that and insofar as EASY APIOMAT is not supplied by its suppliers/subcontractors, EASY APIOMAT is not at fault for this failure to supply, and, despite reasonable efforts, EASY APIOMAT cannot obtain the services or can only obtain the services at considerably increased market prices (compared to the prices customary on the market). EASY APIOMAT shall promptly inform the Customer of any unavailability of the services and shall, if applicable, refund the Customer for any payments already made.

4.17. Insofar as the Customer is subject to (e.g. official) permit requirements in connection with its use of the Contractual Services, or the Customer is obliged to issue notifications to public authorities (e.g. ministries, supervisory authorities) or other Third Parties, EASY APIOMAT shall, insofar as possible, provide all necessary information accessible to it and, at the Customer's expense, support the Customer.

5. The customer's general duties/obligations

5.1. The Customer shall be obliged to pay he fee owed.

5 2. The Customer represents and warrants that the details / information that it has given to EASY APIOMAT are correct and complete. Notwithstanding subsections 3.3 and 3.4, the Customer shall, within 14 days of receipt of a corresponding request, again confirm to EASY APIOMAT that hese details and his information are correct.

5 3. The Customer undertakes to keep strictly secret the passwords possibly received from EASY APIOMAT for the purpose of accessing EASY APIOMAT's services. The Customer shall promptly inform EASY APIOMAT, if and as soon as it becomes aware that its password is known to unauthorised Third Parties, and shall promptly alter the password, or have the password altered by EASY APIOMAT, if it has reason to assume that unauthorised Third Parties have obtained knowledge of the password.

If Third Parties use EASY APIOMAT's services by misusing the Customer's passwords (login details) as a result of fault on the part of the Customer, the Customer shall, among other things, be liable for he fee and for damage claims ensuing therefrom.

5.4. The Customer warrants that, in the course of the rendering of the services by EASY APIOMAT, competent and qualified Contact Persons will be available, in par icular for coordinating the tasks and answering queries. The Customer shall take organisational measures to ensure that the respective employees assigned by it in the course of the rendering of the services are subject exclusively to the Customer's right to issue directives and its disciplinary authority. Directives shall be issued exclusively within the scope of the agreed allocation of tasks.

5.5. If acts of cooperation on he part of the Customer are necessary for making the service owed ready/fit for use, these shall be carried out without undue delay (cf. in this connection also subsections 4.8 and 4.9 and Section 9.). EASY APIOMAT shall inform the Customer, insofar as evident, of capacity concerns ensuing in connection with the use of the Customer's technical infrastructure and/or IT Systems, and shall reach an agreement with the Customer, insofar as the Customer has given EASY APIOMAT timely written notification of special service specifications/key performance indicators (e.g. the intended peak usage, storage volumes, process specifications).

5.6. The Customer shall, to the extent necessary, appropriately support EASY APIOMAT in he course of he execution of the services contractually owed, in particular by making available the data and (confidential) information necessary for rendering the services, and shall take the necessary measures enabling EASY APIOMAT to access, also remotely if need be, the Customer's technology and the respective system environment thereof/the Customer's IT Systems.

5.7. The Customer shall be responsible hat the Contractual Services can be rendered in accordance with the applicable legal official framework conditions (e.g. stipulations under regulatory law) relevant to the rendering of the services. The Customer shall monitor the legal framework conditions applicable in this respect and give EASY APIOMAT written notification of every change promptly after he announcement of the change, stating the effects that the change may have on the services. The changes communicated in writing and/or the newly applicable legal framework conditions and/or the mandatory requirements to be heeded in respect of the Contractual Services shall, even before these enter into effect, be implemented by EASY APIOMAT in accordance with he change procedure (cf. Sections 18. and 20.), if possible.

5.8. Insofar as the Customer is subject to export restrictions (in particular so-called "dual use goods", embargoes) in connection with the services requested by it, the Customer shall be responsible for compliance with the provisions under foreign trade law. Once breaches thereof have become apparent, EASY APIOMAT shall not be obliged to render such Contractual Services.

5.9. In principle, the Customer itself shall be responsible for the administration, configuration, Servicing and Maintenance of the subject-matter of the services (e.g. data entered, not the infrastructure possibly to be made available by EASY APIOMAT under the contract, in particular ApiOMat). EASY APIOMAT shall not be obliged to monitor the information sent and stored by the Customer or be obliged to search for circumstances indicating unlawful activity. If these services are also rendered by EASY APIOMAT, a separate agreement shall be necessary for this.

5.10. The Customer must not breach statutory prohibitions, good morals or third-party rights (trademark rights, name rights, copyrights, data protection rights etc.) as a result of the measures brought about by it in connection with the rendering of the services by EASY APIOMAT.

5.11. Insofar as the Customer breaches one or more of the obligations under subsections 5.7 to 5.11, or Third Parties credibly show that such breach has occurred, EASY APIOMAT shall be entitled to immedia-

tely freeze the rendering of its services as long as the infringement of rights, or the dispute with the Third Party, persists. The Customer shall be given – insofar as possible prior – notification thereof. Such freeze shall, commensurate wi h the technical possibilities and the reason for the freeze, be appropriately limited to certain services. The freeze shall be maintained as long as the reason for the freeze continues to exist.

If the Customer continues the breach despite a warning or a complaint, and/or if it is no longer reasonable to expect EASY APIOMAT to continue the contractual relationship, EASY APIOMAT may terminate the contract for good cause. Fur her damage claims shall remain unaffected hereby.

5.12. The Customer undertakes to indemnify EASY APIOMAT against all claims asserted against EASY APIOMAT on the basis of breaches of the above terms.

5.13. The Customer shall be responsible for carrying out adequate data back-ups and for properly maintaining and servicing the service environment and/or IT Systems, except where his is part of the Contractual Services to be rendered by EASY APIOMAT. If it becomes apparent to the Customer that EASY APIOMAT's data back-up measures do not correspond to proper data back-up, the Customer shall give EASY APIOMAT prompt written notification of this and of the consequences apparent to the Customer.

5.14. EASY APIOMAT's services shall not release the Customer from its duty to comply with he customary and recognised security standards, e.g. use of regularly updated anti-virus programmes, execution of a plausibility check in the case of incoming data, data back-up (unless EASY APIOMAT has taken on hese services for the Customer), regular changing of passwords, as well as customary admission and access control.

6. Prices and payment terms

6.1. If the parties to the contract have not agreed upon a certain price, the price shall be determined on the basis of EASY APIOMAT's price list valid at the ime of the conclusion of the contract or, if no such price list exists, on the basis of the customary fee (wi hin the meaning of Section 632 (2) BGB) plus incidental expenses (e.g. packaging, transportation and transport insurance costs, plus value-added tax at the statutory rate). No cash discounts shall be allowed.

6 2. Travel times, travel expenses and incidental expenses shall be compensated for separately. Waiting times on the part of EASY APIOMAT for which the Customer is at fault shall be compensated for in the same way as working time.

6 3. Unless otherwise agreed upon in individual cases, the following payment terms shall apply:

EASY APIOMAT shall send the Customer an invoice for the Contractual Services rendered. Directly after delivery/performance, services arising from continuing obligations may be invoiced to the Customer, subsequently or in advance, for the Contractual Services rendered. Such claims shall be due and payable when the invoice is issued, unless EASY APIOMAT indicates a set payment period in the invoice.

If he Customer does not pay within 10 days of receipt of the invoice or within the set payment period indicated in the invoice, or if the Customer does not pay within any other agreed period allowed for payment, the Customer shall, as set out in Section 286 (2), no. 1 or no. 2 BGB, enter into default without a further reminder, the consequence being that default interest at the rate of nine percentage points above the base interest rate will be owed under Section 288 (2) BGB.

If the Customer defaults on its payment duties, EASY APIOMAT shall, in addition to the flat-rate fee under Section 288 (5) BGB, charge a reminder fee (in the sum of at least 6.00 €) for every reminder. EASY APIOMAT reserves the right to assert a claim for any fur her default-related loss.

6.4. The provision under subsection 632a (1), sentence 3 BGB (corresponding applicability of Section 641 (3) BGB) is hereby waived for the billing of sub-services under a contract for work.

6.5. Within 10 days of receipt of an invoice, the Customer shall lodge in writing any objections to he billing of the services rendered by EASY APIOMAT. The invoice shall be deemed approved by the Customer after the aforementioned period has expired. When sending the invoice, EASY APIOMAT shall specifically point out to the Customer the consequence of the Customer's actions.

6.6. Moreover, EASY APIOMAT shall be entitled to adjust the fees once per quarter, at most, in accordance with its reasonable discretion (as set out in Section 315 BGB, in particular following cost increases on the part of third-party licensors). Such price increase shall require the Customer's consent, if the increase exceeds 8 percentage points. Consent shall be deemed granted insofar as the Customer does not object to the price increase within 10 days of receipt of notification of the change. If the Customer objects to the change in due time, EASY APIOMAT shall be entitled to terminate he contract. In the notification of the change, EASY APIOMAT shall point out to the Customer the consequences of not lodging an objection and the consequences of lodging an objection. EASY APIOMAT shall not carry out within four months of the conclusion of the contract any increase in the fee for goods or services not delivered or rendered under continuing obligations.

6.7. The Customer shall pay the usage fee arising as a result of any authorised or unauthorised use of the Contractual Services by Third Parties. This shall not apply, if the Customer is not at fault for such use.

7. Disruptions to performance, warranty

7.1. If EASY APIOMAT defectively renders the services owed, the Customer shall be entitled to assert warranty claims in addition to the Service Level Agreements (SLAs) / service specifications.

7.2. Warranted features and/or guarantees (in particular those concerning qualities and/or durability) shall only be deemed to be such, if they are expressly designated as such and are drawn up in writing. Such warranty shall, at the longest, apply until the warranty period expires.

7.3. If multiple Deficiencies in Performance exist at the same time, the Customer shall be entitled to set EASY APIOMAT priorities for the elimination thereof.

7.4. If any Deficiencies in Performance, and/or qualitative disruptions to performance, that arise are due to circumstances not attributable to EASY APIOMAT, but originating from the Customer's sphere of risk, the obligation to eliminate these deficiencies and/or disrup ions shall cease to apply.

Therefore, possible claims shall not extend to incorrect or inadequate directives or cooperation on the part of the Customer, or to system components provided by the Customer, or to system components altered by the Customer or a Third Party without EASY APIOMAT's consent. This shall not apply, if the Customer proves that such alteration did not cause the reported disruption to performance, and such alteration is not due to self-help carried out beforehand. Furthermore, such claims shall not extend to software not used by the Customer in the agreed system environment or IT Systems.

7.5. If any defectiveness of the service is due to the use of software that EASY APIOMAT has acquired (or licensed) from Third Par ies for the purpose of use of the services, he Customer's warranty rights shall be limited to the scope of the rights to which EASY APIOMAT is entitled against the Third Parties. EASY APIOMAT shall be entitled to assign these rights to the Customer, insofar as possible.

If the Customer procures updates, patches, bug fixes or upgrades of standard software from a Third Party (e.g. by downloading hese online over the Internet or by altering its Internet browser), EASY APIOMAT shall not be liable for any resulting faults or defects or disruptions to the services. The Customer shall be responsible for proving that such disruption is not due to an update or upgrade procured from the Third Party concerned.

7.6. On the basis of the currently valid terms (price list), EASY APIOMAT may demand compensation for the expenditure incurred upon it in connection with examining and/or eliminating any Deficiency in Performance not actually existing or any Deficiency in Performance that is due to circumstances for which the Customer is at fault.

7.7. The provisions in Section 12. shall remain unaffected by the above rights.

8. Retention of title

8.1. Until all claims to which EASY APIOMAT is enti led against the Customer in future in connection with the Contractual Services (in particular the items delivered) have been settled, EASY APIOMAT shall retain itle to the delivered items. In the case of a running account, he title retained shall be deemed to secure the balance or open-account claim to which EASY APIOMAT is entitled.

8 2. Only in the proper course of business shall he Customer be permitted to sell the Contractual Services that are under retention of title. This shall particularly apply to any combining of the Contractual Services with third-party items. The Customer shall not be entitled to pledge elsewhere the services that are under retention of ti le or assign these as security or make other dispositions that jeopardise EASY APIOMAT's itle.

8 3. The Customer hereby assigns to EASY APIOMAT the claim arising from such on-selling. EASY APIOMAT hereby accepts this assignment. If the services under retention of title are sold by the Customer after having been combined, or together with other goods, the assignment of the claim shall be deemed agreed upon only in he sum of the portion corresponding to the price agreed upon between EASY APIOMAT and the Customer, plus a 10 % security amount.

8.4. The Customer shall be revocably authorised to collect in trust for EASY APIOMAT, in the Customer's own name, he claims assigned to EASY APIOMAT. EASY APIOMAT may revoke this authorisation and the right to on-sell, if he Customer fails to meet its material duties, e.g. its duty to pay. If the Customer fails to meet its material duties, the Customer shall, at EASY APIOMAT's request, communicate the essential details, in particular the name, address and telephone number of the contractual partner, as well as the services sold to this contractual partner, so that EASY APIOMAT can give the buyer notification of the assignment of the claim and can collect this claim itself.

8 5. If Third Parties attach or otherwise impair the property that is subject to retention of title, or he rights to his property, or the payment claim assigned, the Customer shall promptly point out EASY APIOMAT's retention of title and EASY APIOMAT's ti le/rights, as well as the assignment of the claim. Additionally, the Customer shall promptly inform EASY APIOMAT by telephone, stating the facts and circumstances, and, on request, in writing. Furthermore, the name of the Third Party or Third Parties levying an attachment of property or an attachment of claims, or causing other impairments, shall be communicated by the Customer to EASY APIOMAT in such a way that EASY APIOMAT is in a posi ion to protect its legal interests in relation to the Third Party. The costs in connection with warding off such seizures shall be borne by the Customer.

8.6. If the realisable value of the security exceeds by more than 10 % EASY APIOMAT's total claims to be secured, the Customer shall be entitled to demand that security be released to this extent.

8.7. The above provisions, wi h the exception of cases of continuing obliga ions (cf. in this connection subsection 10.9), shall apply accordingly to the transfer of rights of use under copyright law.

9. The customer's duties to cooperate and privide

9.1. The Customer's duties to cooperate and provide are principal duties to perform; these shall be fulfilled free of charge. EASY APIOMAT shall not enter into default, if and insofar as the Customer has failed to perform these duties as contractually agreed. If the Customer persistently fails to perform its duties to cooperate and provide, EASY APIOMAT may, after having set a time limit with a warning of a refusal to perform, declare extraordinary termination of the contract, or rescission of the contract, and declare immediately due the total fee agreed upon for the residual term of the contract. In the latter case, EASY APIOMAT shall allow the deduction of the fee portion that, as a consequence of non-performance of he contract by the Customer, EASY APIOMAT saves as a portion of its expenditure.

The Customer reserves the right to prove a lower level of loss.

9.2. The Customer may itself perform its duties to cooperate and provide or, subject to EASY APIOMAT's consent, appoint Third Parties to perform these duties.

9.3. EASY APIOMAT shall be entitled to separately point out to the Customer the nature, scope, scheduling and other details of the duties to cooperate and provide that are to be performed by it.

9.4. The Customer shall, within reasonable limits, make available to EASY APIOMAT he respective information and documentation (in particular all essential internal guidelines) requested by EASY APIOMAT, insofar as this information and documenta ion exists at the Customer and is, upon reasonable assessment, necessary.

9.5. To the extent necessary for rendering the Contractual Services, the Customer shall grant persons from EASY APIOMAT, and/or Third Parties appointed by hem, access to the premises and make other work resources available to these.

10. Licence agreements, copyrights and rights of use

10.1. The Customer shall be permitted to use EASY APIOMAT's services for its own purposes. It shall make EASY APIOMAT's services available to Third Parties only if EASY APIOMAT has consented thereto in writing.

10.2. Except where EASY APIOMAT has provided software or hardware on a permanent basis (under a purchase contract and/or a contract for work), the Customer shall acquire no rights of title in the case of software (in particular Customised Software) or hardware made available by EASY APIOMAT. The following provisions shall apply in addition to the licence and usage terms of Third Parties / software manufacturers (cf. subsection 5.7) and in addi ion to EULAs from EASY APIOMAT.

The licence agreements wi h Third Parties may be made available to the Customer on request.

10.3. The Customer guarantees that it possesses the right (in particular the intellectual property rights) to carry out, or have carried out, adaptations or alterations to, or other services in respect of, the programmes / Confidential Information with which EASY APIOMAT comes into contact in the course of the performance of the contract.

Moreover, the Customer shall ensure that there are no existing third-party rights that hinder, restrict or preclude the Customer's contractually agreed use of the Contractual Services rendered by EASY APIOMAT.

10.4. The ordinary rights of use in respect of deliverables produced by EASY APIOMAT for the Customer on a customised basis shall pass to the Customer once payment has been fully and unreservedly made. Except where deliverables developed for the Customer have been provided on a permanent basis under subsection 10.9, EASY APIOMAT hereby revocably grants the Customer, without limitation as regards subject-matter or territory, the ordinary, non-exclusive and non-transferable right, exercisable in any hardware and software environment, to use and exploit all deliverables developed for the Customer and to enhance and adapt these deliverables, including the documentation thereto.

The above granting of rights shall not include the right to make the deliverables accessible to Third Parties for the Customer's own purposes or for Third Parties for adaptation, alteration (or other forms of rearrangement), copying, publishing, or other forms of dissemination, or exploitation of any kind, or the right to transfer the rights of use, or the right to grant sublicences on a limited or unlimited basis as regards ime and subject-matter.

10.5. Rights of use in third-party software products that are delivered and possibly adapted by EASY APIOMAT in the course of the implementation of the contract shall be transferred to the extent permitted by the manufacturer. The Customer shall ensure hat everyone who uses services from EASY APIOMAT and/or Third Parties complies with these provisions and the respective manufacturers' licence terms (EULAs).

10.6. EASY APIOMAT shall be entitled to use at its free discretion, in its own interest or for the benefit of Third Parties, the know-how used or acquired by it during the rendering of the Contractual Services, insofar as no commercial or financial Confidential Information or personal data of the Customer are used or published as a result thereof.

10.7. The Customer shall be permitted to conduct data back-ups in accordance with the codes of practice and, for this purpose, produce the necessary back-up copies of the programmes. The Customer shall not alter or remove copyright notices of EASY APIOMAT or Third Par ies. The Customer shall not be enti led to use the Contractual Services in a way other than as described in the licence terms, or to copy, adapt or transfer the Contractual Services, or to transform the Contractual Services into another form of expression (in particular reverse engineering or decompiling), or to translate the Contractual Services in any other way, except where such transformation is mandatorily provided for under express statutory provisions. The applicability of subsection 69 d, e UrhG [Copyright Act] shall remain unaffected hereby.

10.8. The transfer of the rights of use shall take place only upon full payment of the fee owed. Until full payment is made, EASY APIOMAT shall, however, permit the Customer to use the deliverables. If the Customer defaults on paying the fee for deliverables, EASY APIOMAT may revoke use of the deliverables for the duration of such default. The provisions in Section 8. shall apply accordingly.

10.9. Insofar as the Customer has been granted rights of use for the Contractual Services, or insofar as the temporary right of use (i.e. not in cases where the Contractual Services have been provided on a permanent basis) ends as a result of discontinuation of he contract, the Customer shall, on request, return to EASY APIOMAT, or destroy, the deliverables / software and all copies possibly made, as well as all written documenta ion and other information / services, except where the Customer is legally obliged to retain these for a longer period.

10.10. In principle, EASY APIOMAT shall have no entitlement to use the Customer's data, applica ions or Confidential Information. Rights and duties ensuing therefrom shall fall under the Customer's exclusive responsibility. However, the Customer hereby grants EASY APIOMAT a territorially unlimited, royalty-free, non-exclusive right, encompassing all types of use, to use data / applications and o her information, insofar as this is necessary for rendering the Contractual Services. The Customer shall retain all rights, title and legal claims to its protected data, including all data that the Customer decides to integrate into the Contractual Services or display on a dashboard created using the services.

Additionally, EASY APIOMAT shall be entitled to keep the data in a reserve data processing centre (back-up data processing centre) or, in order to eliminate malfunctions, alter the structure of the data or the data format.

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Chief Executive Officer: Marcel Etzel, Werner Höllrigl | District court: Leipzig | Register number: HRB 36885

10.11. Insofar as EASY APIOMAT charges separate licence fees, hese shall, in principle, be based on the frequency of use (e.g. number of users), the resources (e.g. data volumes), the period of use or a combination of these parameters.

10.12. EASY APIOMAT shall be en itled to have an audit carried out at the Customer to check concurrence with actual use of the Contractual Services delivered or made available by it. Apart from the possibility under subsection 25.5, this audit shall be carried out only by an independent expert who is bound to secrecy in relation to the licensor or EASY APIOMAT and is permitted to release information only insofar as licence infringements have occurred, and this information is necessary for taking action against these infringements. At least 2 weeks' notice of such audit shall be given. It shall be ensured that hird-party personal data is, in principle, not made known to the expert. The Customer shall appropriately support this expert, i.e. in particular by providing the necessary information.

10.13. The Customer pledges to pay to EASY APIOMAT a contractual penalty in the sum of 5,100.00 € for every case of culpable breach of the duties provided for in subsec ions 10.3 to 10.9. Additionally, the Customer shall fully indemnify EASY APIOMAT against all third-party claims based on offences under the above subsections.

Further damage claims shall remain unaffected hereby.

11. Infringement of property rights/claim to indemnification

11.1. If a Third Party asserts against the Customer claims based on an infringement of an industrial property right or a copyright as a result of the Customer's use of he services owed by EASY APIOMAT, and the Customer's use of these services is impaired or prohibited as a result hereof, the following provisions shall apply.

11.2. EASY APIOMAT shall, at its option and expense, either alter or replace the agreed services in such a way that these do not infringe the property right concerned, but essentially correspond to the agreed service in a manner that the Customer can reasonably be expected to accept, or indemnify the Customer against licence fees in relation to the property right holder or Third Party concerned.

11.3. A prerequisite for EASY APIOMAT's liability under subsection 11.2 is that the Customer must give EASY APIOMAT prompt notification of the assertion of third-party claims, must not acknowledge the alleged property right infringement and must leave it to EASY APIOMAT to conduct any dispute, including any out-of-court settlement, or must conduct such dispute only in agreement with EASY APIOMAT. If, for damage limitation reasons or other important reasons, the Customer ceases use, the Customer shall point out to the Third Party concerned that no acknowledgement of the alleged property right infringement is associated with this cessation of use.

11.4. Insofar as the Customer is at fault for the property right infringement, or the third-party claim is based on the subject-matter of the service owed by EASY APIOMAT having been altered or otherwise adapted without EASY APIOMAT's knowledge, and not having been used with services made available by EASY APIOMAT, claims against EASY APIOMAT shall be ruled out.

11.5. Insofar as applicable, mandatory statutory provisions concerning liability, as well as Section 12. shall remain unaffected hereby.

12. Liability

12.1. Only in cases of intentional misconduct or grossly negligent conduct, cases of fraudulent concealment of a defect, cases where express guarantees have been provided, or qualities and/or durability are warranted, cases of loss arising from mortal injury, physical injury or health damage, cases of claims arising from product liability, or cases of mandatory statutory provisions, shall EASY APIOMAT be liable in full for compensating for the loss incurred upon the Customer or for reimbursing the expenditure incurred in vain, regardless of the legal basis.

12.2. In cases of any negligent breach of duties material to the contract (material contractual duties), EASY APIOMAT's liability shall – notwithstanding the cases men ioned in subsection 12.1 – be limited to the loss typical of this type of contract and reasonably foreseeable at the time of the conclusion of the contract. Material contract duties are duties where fulfilment is a prerequisite for the proper implementation of the contract, a breach would jeopardise the attainment of the purpose of the contract, and compliance would normally be expected by the contractual partner.

12.3. Fundamentally, a loss equal to, in total, 60 per cent of the fee that the Customer has paid to EASY APIOMAT in the twelve (12) months preceding the occurrence of the damaging event shall be deemed to be foreseeable loss typical of this type of contract. Multiple cases of loss that have the same cause shall be deemed to be one damaging event (continuity between multiple breaches).

12.4. Notwithstanding the cases men ioned in subsections 12.1 and 12.2, EASY APIOMAT shall not be liable for lost profit, indirect loss, consequential defect-related loss or third-party claims, except for claims arising from an infringement of third-party property rights, or for defects arising as a result of the Customer having carried out, or otherwise brought about, an alteration to EASY APIOMAT's service, or arising as a result of other external influences, and that originate from the Customer's sphere of risk. The Customer shall be responsible for proving that any defects arising were not caused by an alteration to the system environment or by other external influences.

12.5. Notwithstanding the cases men ioned in subsections 12.1 and 12.2, EASY APIOMAT shall be liable for loss of data or programmes only up to the level of loss that would have arisen, even if data back-ups had been regularly carried out. In particular, therefore, the above limitation of liability shall apply insofar as loss arose as a result of the Customer having failed to carry out regular data back-ups and having thus failed to ensure that lost data can be restored at reasonable expense, unless EASY APIOMAT has taken on the responsibility for backing up data for the Customer.

12.6. EASY APIOMAT shall merely make the Contractual Services available for use by the Customer. It shall not be liable for loss incurred upon the Customer as a result of the Customer's use of these Contractual Services (failure of purpose). In particular, EASY APIOMAT shall take on no responsibility of any kind for official inspections or audits by Third Parties (e.g. third-party software manufacturers) at the Customer.

12.7. In all other respects, EASY APIOMAT's liability for property damage and pecuniary loss shall be ruled out. Insofar as applicable, mandatory statutory provisions concerning liability shall remain unaffected hereby.

12.8. Insofar as EASY APIOMAT's liability in relation to the Customer is limited or excluded, this shall apply accordingly to statutory representatives, employees, freelance staff and o her authorised agents of EASY APIOMAT.

13. Confidentiality, maintenance of secrecy, data protection and references

13.1. Confidential Information shall not be disclosed to Third Parties by the receiving contractual partner wi hout the other contractual partner's prior written consent, except in cases where this is necessary owing to mandatory applicable legal framework conditions or owing to orders issued under regulatory law, and the receiving contractual partner has promptly given the other contractual partner written notification of the respective obligation, or in cases where the Confidential Information is made accessible to the receiving contractual partner's advisers in connection with the interpretation or implementation of the Contractual Documents or any dispute ensuing therefrom, and the adviser has undertaken in writing beforehand, in relation to the receiving contractual partner, to maintain secrecy or is already professionally bound to secrecy.

Confidential Information from EASY APIOMAT as well as documents

and data produced on behalf of EASY APIOMAT shall be destroyed or deleted by the Customer after the contract has ended, except where statutory retention obligations conflict therewith. Within thirty (30) calendar days of the discontinuation of an individual contract, the Customer shall confirm that it has fulfilled the above obligations.

13.2. The Customer and EASY APIOMAT mutually undertake to treat confidentially for an unlimited period all the respective other contractual partner's Confidential Information and industrial secrets made accessible to the respective o her party as a result of he initiation and/or performance of the contract, to use this information and hese secrets only for the agreed intended purpose and to observe the applicable provisions concerning data protection and data security.

13.3. All personal data communicated (e.g. title, name, address, date of birth, email address, telephone number, telefax number, bank account details) shall be collected, processed or used only in accordance with the applicable conditions under data protection law.

13.5. EASY APIOMAT expressly points out to the Customer that, under the Current State of the Technological Art, data protec ion cannot be fully guaranteed for data transmissions in open networks, such as the Internet. The Customer knows that, from a technical viewpoint, EASY APIOMAT will possibly be able to view the Customer's data at any time. Third Parties may also possibly be technically capable of interfering with network security and viewing the data traffic. The Customer shall be fully responsible for securing and backing up the data stored, unless EASY APIOMAT has taken on these services for the Customer.

13.6. The Customer is aware that the rendering of the services may constitute commissioned data processing under Sec ions 11, 9 BDSG [German Federal Data Protection Act]. In this respect, therefore, the Customer is the "data controller" (cf. Section 3 (7) BDSG) for compliance with the provisions of the BDSG and other provisions concerning data protection. Likewise, EASY APIOMAT hereby declares that, fundamentally, the technical and organisational measures under Section 9 in conjunction with the Appendix to Sec ion 9 BDSG shall be complied with.

13.7. If the Customer collects, processes or uses personal data, it shall be accountable that this takes place in accordance with the conditions under data protection law and shall, in the event of a breach, indemnify EASY APIOMAT against third-party claims.

EASY APIOMAT shall pass on to the Customer (in particular in accordance with Section 6 BDSG) any complaints and any claims to information, correction, deletion and/or blocking. If the Customer discovers that particular types of personal data (Section 3 (9) BDSG) stored at the Customer, personal data subject to professional secrecy, personal data relating to criminal offences or regulatory offences or to a suspicion of criminal offences or regulatory offences, or personal data relating to bank accounts or credit card accounts have been unlawfully transmitted or have otherwise unlawfully come to the knowledge of Third Parties, and if he data subjects' rights, or the data subjects' interests worthy of protection, are in danger of being seriously impaired, the Customer shall immediately, or without undue delay, give the relevant supervisory authority, EASY APIOMAT and the data subjects notification thereof (cf. subsection 42a BDSG).

13.8. The Customer hereby revocably grants EASY APIOMAT, for an unlimited period, the right to state the Customer's name, the Customer's company logo and a brief description of the contractual relations as a reference in any publications (in particular brochures and websites) of EASY APIOMAT, provided hat confidentiality/data protection is observed.

14. Statute of limitation

14.1. Claims based on any intentional misconduct or grossly negligent conduct on the part of EASY APIOMAT or a statutory representative or an authorised agent of EASY APIOMAT, as well as claims for loss arising from mortal injury, physical injury or health damage attribu-

table to any intentional or negligent breach of duty on the part of EASY APIOMAT or a statutory representative or an authorised agent of EASY APIOMAT shall be subject to a time limitation under the statutory provisions.

14.2. The limitation period for all other contractual and statutory claims in relation to EASY APIOMAT shall be one year.

D SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR SERVICES UNDER A PURCHASE CONTRACT

15. Customer's duties to examine

The services rendered by EASY APIOMAT shall be promptly examined by the Customer for obvious and evident defects. If and insofar as such defects exist, the Customer shall report these to EASY APIOMAT in a clear and understandable manner, providing the information suitable for eliminating the faults (Section 377 HGB [German Commercial Code]). The Customer shall report non-obvious defects without undue delay after having become aware thereof. Furthermore, the Customer shall take the necessary measures for enabling the defects and any damage, as well as he causes thereof, to be ascertained and reproduced and for facilitating and speeding up the elimination of the malfunction.

16. Warranty in the case of services under a purchase contract

16.1. If EASY APIOMAT defectively renders the services owed, the Customer shall be enti led to assert warranty claims for a period of 12 months from the time of delivery of the item concerned. Subsection 14.1 shall remain unaffected hereby.

16.2. EASY APIOMAT shall, at its option, honour the warranty initially by means of rectification or replacement (supplementary performance). For the exercise of this right to choose, EASY APIOMAT shall be entitled to a reflec ion period of at least ten business days from receipt of the Customer's notification. The Customer shall acquiesce to three attempts at supplementary performance in respect of the same defect. If supplementary performance fails, the Customer may, at its option, demand a reduction of the fee (price reduction) or cancellation of the contract (rescission). However, the right of rescission shall be ruled out for minor breaches of contract (immaterial breaches of duty), in particular for minor defects.

16.3. If he Customer chooses to rescind the contract after supplementary performance has failed, it shall, notwi hstanding the cases stated in subsections 12.1 and 12.2, not be additionally entitled to a damage claim against EASY APIOMAT on account of the defect reported.

E SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR SERVICES UNDER A CONTRACT FOR WORK

17. Warranty in the case of services under a contract for work

17.1. The warranty obligations shall begin when the deliverable concerned is accepted.

17.2. Unless acceptance is impossible in view of the nature of the subject-matter of the contract, the Customer shall accept the deliverable produced, if it conforms to the contract. The subject-matter of acceptance shall encompass the services – if applicable also the sub-services capable of acceptance – specified in the Contractual Documents.

17.3. In the case of acceptance of sub-services, readiness for operation shall be declared for the agreed individual parts of the service as a whole. After acceptance of the last sub-service has been declared, a separate function test incorporating all sub-services shall, as part of the overall acceptance test, be carried out to determine whether the service as a whole interoperates in conformity with the contract.

17.4. EASY APIOMAT shall declare that the Contractual Services are ready for operation and make the Contractual Services available for the

function test. If no set date for acceptance has been agreed upon between the parties, EASY APIOMAT may, subject to reasonable prior notice, demand that an acceptance test be carried out.

17.5. Unless otherwise agreed upon, the Customer shall have the right to subject the Contractual Services to a function test within 15 days of receipt of a declaration of readiness for operation and/or receipt of a request for acceptance testing (function test period).

The Customer shall declare acceptance of the Contractual Services no later than at the end of the function test period. It shall not be possible to refuse acceptance on the basis of insubstantial defects.

17.6. If the Customer fails to accept the deliverable or parts thereof within the period specified in subsection 17.5 despite being obliged to do so, this shall be deemed to be equivalent to acceptance.

17.7. The services rendered by EASY APIOMAT shall be promptly examined by the Customer for obvious and evident defects. If and insofar as such defects exist, the Customer shall report these to EASY APIOMAT in a clear and understandable manner, providing the information suitable for eliminating the faults (as envisaged in Section 377 HGB [German Commercial Code]). The Customer shall report non-obvious defects without undue delay after having become aware thereof. Furthermore, the Customer shall take the necessary measures for enabling the defects and any damage, as well as the causes thereof, to be ascertained and reproduced and for facilitating and speeding up the elimination of the malfunction. If the Customer accepts a defective deliverable or parts thereof despite being aware of a defect, it shall be entitled to warranty rights only if it reserves its rights concerning this defect at the time of acceptance.

17.8. EASY APIOMAT shall, at its option, honour the warranty initially by means of rectification or replacement (supplementary performance). For the exercise of this right to choose, EASY APIOMAT be entitled to a reflection period of at least ten business days from receipt of the Customer's notification. The Customer shall acquiesce to three attempts at supplementary performance in respect of the same defect. If supplementary performance fails, the Customer may, at its option, demand a reduction of the fee (price reduction) or cancellation of he contract (rescission). However, the right of rescission shall be ruled out for minor breaches of contract (immaterial breaches of duty), in particular for minor defects.

If the Customer chooses to rescind the contract after supplementary performance has failed, it shall, notwithstanding the cases stated in subsections 12.1 and 12.2, not be additionally entitled to a damage claim against EASY APIOMAT on account of the defect reported. The Customer shall not be entitled to eliminate defects itself (self-help) or demand the reimbursement of necessary expenditure.

17.9. The limitation periods under Section 14. shall apply accordingly to defects in sub-services accepted, and shall begin at the time of acceptance of the sub-service concerned, except where such defects provably constitute defects in the service as a whole at the same time. For all defects in sub-services accepted, he limitation period shall, insofar as these defects constitute defects in he system as a whole at the same time, begin when the sub-service concerned is accepted.

18. Change procedure/change request

18.1. Either party to the contract may initiate the change procedure at any time by means of a corresponding change application, in par icular if a service specified in the Contractual Documents is limited, altered or extended, e.g. if the quantity structures envisaged in the respective individual contract change, if fee scales are significantly exceeded or fallen below, or if notifica ion of the rendering of an additional service is given.

18.2. The change application must be submitted in writing and contain sufficient information to enable the other contractual partner to evaluate the change application. Every change application shall contain at

least the following information:

- a description of the change requested;

- the aim and object of the change requested;

- any special circumstances and/or background information that need to be taken into account with regard to the change requested;

- the urgency of the change requested.

Unless otherwise stipulated, change applications shall, in each case, be submitted by the defined Contact Person of one contractual partner to the defined Contact Person of the other contractual partner.

18.3. All changes shall require a written agreement (addenda and/or new individual contracts) between the parties to the contract, and this new agreement shall be subject to written confirmation by the respective Contact Persons. The date when the change enters into effect shall be specified in the agreement.

18.4. The respective contractual partner addressed shall adequately examine the change request in terms of its feasibility and its legal and economic implementation. If a change is impossible or infeasible, the Customer shall be entitled to a right of ordinary termina ion in respect of the part of the contract affected by the change request, and EASY APIOMAT shall be entitled to a right of ordinary termination in respect of the business relationship as a whole. Until the discontinuation date, the Contractual Services shall continue to be rendered unchanged.

18.5. If extensive technical and/or specialised planning is needed for drawing up an offer for the implementation of a change request, EASY APIOMAT may make this dependent upon the payment of an appropriate fee. In such case, EASY APIOMAT shall make a corresponding offer for such planning, specifying the fee. The Customer shall accept or decline this planning offer within a reasonable period.

18.6. EASY APIOMAT may, insofar as requested by the Customer, assist the Customer with defining the change application. Insofar as the support exceeds a scope of one person-day in any individual case, this shall be paid for by the Customer separately according to expenditure on he basis of the respective applicable terms and conditions.

F SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR CONTINUING OBLIGATIONS (CUSTOMER SUPPORT SERVICES, RENTAL SERVICES, MAINTENANCE SERVICES AND OTHER SERVICES)

19. Term and discontinuation of the contract

19.1. Insofar as no date for the commencement of the Contractual Services has been agreed upon, the term of the contract shall begin when he installation of ApiOm is completed. Essentially, installation shall be deemed completed when the installation routine has been successfully run through, as described at

http://docs.apiomat.com/Installation.html.

19.2. If the contract has been concluded for a specific period, or if a minimum contract term has been agreed upon with the Customer, the contract shall be extended by the agreed period or minimum term each ime, unless it is terminated with 3 months' notice with effect from the expiration of the respective specific period or minimum contract term.

19.3. If it has not been agreed when the respective term for continuing obliga ions will end, the respective part of the services concerned may, in addition to the cases stipulated in these General Terms and Conditions of Business, be terminated by the Customer wi h three months' notice with effect from he end of a year, or by EASY APIOMAT within one month with effect from the end of a calendar quarter.

19.4. The right of termination for good cause shall remain unaffected.

Termination for good cause shall be preceded by a written warning. The party breaching the contract shall be given a written warning and the opportunity to remedy within 30 days of receipt of the warning the shortcomings that have given rise to good cause. In particular, a warning shall not be required, if

- the Customer seriously and definitively refuses to perform the services incumbent upon it;

- the Customer is more than 14 days' in arrears with payment of the fees owed or a significant portion thereof;

- the Customer or its authorised agents culpably breach material provisions of the contract (incl. the GT&Cs, service specifications, ST&CsC, SLAs, EULAs);

- the Customer violates provisions of criminal law when using the services, or a strong suspicion of such violation exists;

- there is a change in the person of the Customer, a company sale or transfer takes place, or the circumstances under company law change to such an extent that justified doubts regarding the Customer's reliability and performance capability exist, and

- an application for the commencement of insolvency proceedings concerning the Customer's assets has been filed, such application has been rejected owing to a lack of assets, executions levied against the Customer have remained unsuccessful, or execution measures taken have not been nullified wi hin one month (e.g. nullification of the writ of attachment).

19.5. Any no ice of termination shall only be effective in text form. The application of Section 545 BGB is hereby ruled out. Termination on the part of the Customer under Section 543 (2), sentence 1, no. 1 BGB on the basis of non-granting of the right of use agreed upon in the contract shall be permissible only if EASY APIOMAT has been given sufficient opportunity to eliminate defects, and this has failed. It shall be assumed that defect elimination has failed only if it is impossible to eliminate the defects concerned, EASY APIOMAT has refused to eliminate the defects or unreasonably delays the elimination thereof, or there are other reasons that make it unreasonable to expect the Customer to eliminate the defects.

19.6. If an individual contract is terminated, EASY APIOMAT shall be entitled to simultaneously terminate all further individual contracts concluded thereunder. Insofar as a minimum term has been agreed upon for an individual contract, and the contract concerned cannot be terminated before this minimum term expires, this individual contract shall continue to apply until it can be terminated with ordinary notice for the first time.

19.7. In the case of an agreed term, and if termination occurs for a reason for which the Customer is at fault, the Customer shall, regardless of the discontinuation of EASY APIOMAT's services, be obliged to pay the agreed fee until he next possible date of ordinary termination. However, the Customer shall retain the right to prove that no loss, or merely a lower loss, has been incurred upon EASY APIOMAT as a result of premature discontinuation of the contract. EASY APIOMAT's right to assert a further damage claim shall remain unaffected hereby.

19.8. For a period of up to six [6] months after an individual contract has ended, EASY APIOMAT shall, insofar as possible, render according to separate agreement the essential services necessary for transferring the Contractual Services to the Customer or to a Third Party designated by the Customer (e.g. migration to another service provider, the provision of correspondingly qualified employees, the holding of training courses).

The parties to the contract shall lay down in a termination agreement the details of the support services. The parties to the contract shall conclude the termination agreement no later than twelve (12) months before the end of the individual contract concerned or, in the case of notice of termination, immediately after notice has been given.

The additional services to be rendered by EASY APIOMAT within the scope of the support services shall, unless otherwise agreed upon, be billed according to expenditure in accordance wi h the terms and conditions then valid (cf. subsection 6.1).

19.9. If the regulatory content of individual provisions extends beyond the term of the contract (e.g. indemnification, limitations of liability, copyrights, data protection), these provisions shall also remain in effect beyond the term of the contract.

When the contract ends, on whatever legal basis, the rights of use or licences granted by EASY APIOMAT or Third Par ies within the framework of the rendering of the services shall cease to apply.

20. Change procedure/change request

The provisions of the change procedure / change request under Section 18. shall apply accordingly within the framework of continuing obligations (customer support services, rental services, maintenance services and other services).

G SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR ADDITIONAL DEVELOPMENTS BY THE CUSTOMER / EASY APIOMAT

21. Developments by the customer

EASY APIOMAT shall enable the Customer to develop, design, test, use and distribute customer-specific applications as described in "EASY ApiOmat GmbH's Terms and Conditions of Contract for the Development of Modules", or adapt EASY APIOMAT's services for this purpose, when using the services. The Customer shall be responsible for the go-live and/or operational use of the application developed by the Customer.

22. EASY APIOMAT's duties to perform

22.1. Insofar as the Customer wishes to carry out such developments, and EASY APIOMAT agrees thereto, the duties typical of the contract shall be limited to the rendering of services for the development of applications – subject to the placement of a separate order – and the standardised provision of EASY APIOMAT's standard services (ApiOmat).

22.2. EASY APIOMAT shall, within the limits under Section 12. of the GT&Cs, not be responsible for bringing about any successful outcome by means of the work or service (deliverable) produced. The same shall apply to the purposes of the development activities, as intended within the scope of the authorised use by the Customer, and/or use of the customer applications (performance-orientated purposes).

22.3. The Customer hereby confirms that, within the scope of the developments, it shall be responsible for he go-live and/or operational use of the application developed by the Customer. EASY APIOMAT shall not be obliged to monitor the information sent and stored by the Customer or be obliged to search for circumstances indicating unlawful activity. EASY APIOMAT shall have no regulatory possibility of determining the content of the Customer's developments, in particular no administrative access. The Customer shall be solely responsible for updating and technically monitoring the operating software installed for he developments, as well as the applications and/or developments. Therefore, the Customer shall, among other things, independently inform itself of the availability of updates, upgrades, releases and new versions (in particular third-party software) and carry out corresponding updates at its own expense and risk.

22.4. With the exception of the application of the provisions under Section

12. of the GT&Cs (liability), EASY APIOMAT shall rule out any liability for defects, i.e. warranty, in respect of the services to be rendered. This shall not apply insofar as EASY APIOMAT has fraudulently concealed a defect or has provided a guarantee for the qualities of an item.

23. Licence agreements/copyrights and rights of use

23.1. Owing to the granting of a development option in favour of the Customer as described in Section 21., both parties hereby agree that both the Customer and EASY APIOMAT intend to jointly use the applications and developments. In this respect, therefore, the Customer hereby grants EASY APIOMAT

- without limitation as regards territory or time,
- a royalty-free,
- non-exclusive,
- transferable,
- irrevocable and non-terminable,
- right of use effective in rem, and
- exercisable in any hardware and software environment,

and encompassing all types of use in respect of these developments, in particular computer programmes and other information.

23.2. In particular, the granting of the right under subsection 23.1 shall include the right to use the developments, i.e. in particular to use the developments in the original or in modified, translated, adapted or rearranged form, i.e. in particular to

- permanently or temporarily store and load the developments,
- display and run the developments, also insofar as copies become necessary for this,
- modify, translate, adapt or otherwise rearrange the developments,
- store, copy, exhibit and publish the developments, and distribute the developments in physical or non-physical form, for commercial purposes on any known medium or in any other way, in particular to reproduce the developments non-publicly and publicly, also by means of image carriers, audio carriers and/or other information carriers,
- use the developments in databases, data networks and online services, including the right to make the developments available to the users of the aforementioned databases, networks and online services for research and for retrieval by means of tools chosen by EASY APIOMAT, or for commercial downloading,
- allow the developments to be used by Third Parties or operated for EASY APIOMAT,
- use the developments not only for its own purposes, but also for providing services to Third Parties, and
- distribute the developments (also commercially)

This right of use shall relate to the developments, particularly their object and source code in all development, intermediate and final stages, and to the accompanying documentation, as well as to all other material necessary for exercising the rights of use, such as for example analyses, user requirements specifications, functional specifications, concepts and descriptions..

23.3. In particular, subsection 23.2 shall also apply to the Customer's pre-existing parts and tools. In no event, however, shall exclusive rights of use therein be granted.

23.4. The Customer shall, at its own expense, ensure that the exercise of EASY APIOMAT's right to use the developments cannot be impaired by the Customer, the inventor or any possible legal successor. In this respect, therefore, the Customer shall indemnify EASY APIOMAT against third-party claims on first request.

23.5. The provisions under subsections 31a- 32a, 32c UrhG [Copyright Act] shall remain unaffected.

H END-USER LICENCE AGREEMENT (EULA))

24. Safeguarding the rights of use

The Customer shall ensure that every user / end user of the Contractual Services acknowledges, confirms and complies with the terms of the EASY APIOMAT end-user licence.

25. Vorgaben für Endnutzer zum Lizenzerwerb

25.1. The end user's rights are non-exclusive rights.

25.2. The end user shall (i) use the code (in object code form) exclusively as part of the services / of ApiOmat; (ii) make machine-readable copies of the code only insofar as this is necessary for appropriate back-up purposes (disaster recovery); and (iii) not use the services for the provision of services to Third Parties within the framework of a service office or as an application service provider or within the framework of outsourcing.

25.3. The end user shall not copy or modify the code or the services or create deliverables derived herefrom, except where (i) EASY API-OMAT has expressly permitted the end user to do so, or (ii) this is necessary for using the services as intended, or (iii) this is necessary for fault diagnosis, provided that EASY APIOMAT has, despite a written request from the end user, not offered to remedy the defect within a reasonable period and on reasonable terms, or EASY APIOMAT has, in cases where the end user has accepted an offer from EASY APIOMAT in this connection, not begun remedying the defect within a reasonable period or by the time when a time limit set by the end user expires. However, this shall be conditional upon all such modifications and/or derived deliverables becoming Contractual Services in accordance with the terms of end usage.

25.4. The end user shall not be permitted (i) to grant sublicences in the services (in particular to transfer or further grant a personal licence in such a way that the licence is used by multiple users jointly, causing the number of personal licences granted to be exceeded), (ii) rent out or lease the services to Third Parties for commercial purposes, or (iii) – except where expressly provided for – directly or indirectly assign or otherwise transfer the rights of use of the code (in particular the right to copy the code) to other individuals or legal entities without EASY APIOMAT's prior written consent, which shall not be refused in bad faith, (iv) use the services for the benchmarking, collection or publishing of data or analyses in connection with the software service, or develop a product that competes with any product or service from EASY APIOMAT.

25.5. The end user accepts that ApiOmat shall, at regular intervals, at least once every quarter, generate an encrypted data file concerning the actual scope of use of ApiOmat. The end user undertakes to send this data file promptly by email to license@apiomat.com. If the end user fails to meet these obligations within 30 days after this data file has been generated, subsection 4.13 shall apply accordingly (i.e. EASY APIOMAT shall be entitled to discontinue the services).

25.6. EASY APIOMAT shall – notwithstanding the use of open source software – be the sole and exclusive holder of the rights in all intellectual and commercial property rights in the code and the documentation, including ownership of the rights in all related trade secrets and copyrights; these rights shall be limited only by the rights and privileges expressly granted by EASY APIOMAT.

25.7. The end user shall not reverse translate [reverse engineer or disassemble] the code contained in the services, decompile this code or otherwise attempt to derive the source code therefrom, except where (i) these measures are absolutely essential for obtaining information necessary for making an independently created computer program-

me interoperable with the product, and (ii) this information has not been made accessible by EASY APIOMAT within a reasonable period despite a written request. None of the information obtained by means of the measures described above shall under any circumstances be used for purposes other than for making the independently developed computer programme interoperable, in particular not for the development, production or marke ing of computer programmes whose features and functions are similar to those of the product or for any other acts infringing the copyrights provided for herein. Such information shall not be disclosed to Third Par ies, unless this is necessary for the interoperability of the computer programme independently developed.

25.8. In all copies of the services that the end user makes in compliance with the limitations provided for herein, and in all adaptations thereof, the end user shall reproduce and include the references to copyrights, patents, trademarks and/or other protected rights of EASY APIOMAT that appear in the services and on the media containing the services acquired by the end users.

25.9. The end user's duties in this connection shall be agreed upon in favour of EASY APIOMAT and be enforceable by EASY APIOMAT.

26. Stipulations for the end user concering servicing and services

26.1. Servicing and Support for the software ("Servicing") shall, regardless of payment of the relevant fees for such services, be made available to the end user in accordance with EASY APIOMAT's respective valid terms and conditions of software servicing (https://apiomat.com/de/leistungsbeschreibung/)..

26.2. The software licences and Servicing provided shall not include advice, set-up, training or other services. Such services may be ordered separately..

I FINAL PROVISIONS

27. Final provisions

27.1. Amendments or supplements to the terms and conditions, the Contractual Documents or declarations of waiver on the part of EASY APIOMAT, e.g. for the assertion of contractual penalties, must be in writing. If EASY APIOMAT does not insist on full or partial compliance with, or performance of, one of the conditions or provisions in these GT&Cs or in the supplementary provisions, this shall not be understood as being acceptance of the breaching act or a waiver of any future application of the condition, provision, option, right or legal remedy concerned.

27.2. The Customer shall be entitled to set off against fee claims of EASY APIOMAT only with claims that have been determined by a final and non-appealable court judgement or have been accepted by EASY APIOMAT. Additionally, the assertion of rights of retention must be based on the same contractual relationship.

27.3. During the term of this framework contract and for a 12-mon h period after this framework contract had ended, the parties to he contract shall refrain from actively enticing away, themselves or through Third Par ies, employees of the other contractual partner.

27.4. The assignment or pledging of claims or rights to which the Customer is entitled against EASY APIOMAT shall be ruled out, unless EASY APIOMAT has given its consent. The same shall apply to any provision to Third Parties for use (in whole or in part).

27.5. The laws of the Federal Republic of Germany, excluding international private law (in particular UN sales law – the United Nations Convention on Contracts for the Interna ional Sale of Goods, CISG and the law on conflict of laws), shall exclusively apply.

The place where EASY APIOMAT's registered office is situated shall be the place of fulfilment and the place of jurisdiction for all disputes arising from or in connection with this contract. Moreover, EASY APIOMAT shall be entitled to bring an ac ion against the Customer at the Customer's place of general jurisdiction or in Leipzig. Any exclusive place of jurisdiction shall remain unaffected.

If a dispute ensues from he contractual relationship, EASY APIOMAT and the Customer may, before court proceedings are conducted, bring the matter before the concilia ion board of Deutsche Gesellschaft für Recht und Informatik e.V. ("DGRI e.V.") [German Association of Law and Informatics] or, alternatively, conduct mediation proceedings. The proceedings chosen are to serve to wholly or partly, provisionally or definitively settle the dispute.

27.6. If any individual provisions in the Contractual Documents are or become void, inoperable or ineffective, or if such provisions are subsequently added or laid down in an addendum, this shall not affect the validity of the remaining provisions. Instead of the ineffective, void or inoperable condition, a provision that, insofar as legally possible, most closely reflects what is commercially intended according to the aim and object of the ineffective, void or inoperable provision shall be deemed agreed upon. The same shall apply in cases where there are unintended omissions in the contract, in which case the parties shall be deemed to have agreed upon a provision that most closely reflects what they would have been laid down according to the aim and object of the contract concerned, had they known of the omission, or in cases where a condition is ineffective in respect of a time period or specified conduct.

Leipzig, 21 March 2017