

## GENERAL TERMS AND CONDITIONS OF CONTRACT

### RESOLTO INFORMATIK GMBH

Resolto Informatik GmbH ("Resolto") concludes contracts exclusively under the following terms and conditions. These contractual terms and conditions shall also apply to future orders, even if their validity is not expressly agreed again. Deviations from these contractual terms and conditions are only effective if we, Resolto Informatik GmbH, have confirmed them in writing. Any terms and conditions of the purchaser which we do not accept in writing shall not be binding on us, even if we do not expressly object to them.

**Please note: This document is a translation for information purposes. In case of any inconsistencies the German version shall prevail.**

## I. TRANSFER OF THE SOFTWARE

### 1. SUBJECT OF THE CONTRACT

- a. Resolto shall provide the customer with a software copy of the software specified in detail in the respective project contract / purchase contract (a) by way of public access via a digital communication network such as the internet, so that the customer can transfer the software copy from the Resolto server via the internet to the customer's computer (download). The software copy is accompanied by installation and operating instructions, which are transferred together with the software copy; or (b) as a software package, consisting of the software copy on a data carrier and the user manual, insofar as this has been agreed in writing.
- b. The software as well as the user manual and instructions are protected by copyright. Resolto provides software information and these general terms and conditions for download, insofar as this is contractually agreed.
- c. The customer is entitled to use the software copy itself on a central unit to be named by it. If the central unit is replaced or if there are other operational reasons on the part of the customer, the customer is entitled to use the software copy on another central unit. Parallel multiple use on more than one central unit is only permitted with prior written agreement and payment of the additional licence fees.
- d. The customer shall be granted the non-exclusive right to use the software copy within the scope of the access regulated above with the agreed functionality in accordance with the contract existing between the parties. In the case of a software purchase, the right is unlimited in time; in the case of a software rental or a comparable continuous obligation, it is limited in time to the duration of the contract. Each acquired license may only be used by the customer, in the case of workplace software only by the person(s) assigned by name. The customer is not entitled to use the program beyond the contractually agreed scope or to have it used by third parties or to make it accessible to third parties. In particular, the customer is not permitted to duplicate, sell or temporarily transfer the program or parts thereof, and in particular not to rent or lend it. Backup copies and duplications are only permitted to the extent necessary. In addition, all types of reverse engineering of the program code (de-compilation, reverse engineering etc.) are not

permitted. The provision of § 69 UrhG remains unaffected. In the event of a software purchase, the customer may only transfer the program to third parties in a uniform form and with complete abandonment of its own use if Resolto agrees to this in writing. Resolto will declare its consent if all original copies of the program have been passed on to the third party, all copies made by the third party have been deleted, and the third party has given its written consent to these Terms of Use and, in the event that further Terms of Use are specified in the project contract or other written contracts, also to these Terms of Use.

- e. At Resolto's discretion, the user documentation may also be made available online, i.e. in electronic form.

## 2. DELIVERY TIME

- a. The delivery periods agreed in Resolto's offers and other delivery periods agreed with the customer are decisive. The observance of the deadlines presupposes the timely receipt of all documents to be supplied by the customer as well as the observance of the agreed terms of payment and other obligations. If these conditions are not met in time, the delivery period shall be extended by at least the duration of the delay. If the delivery period exceeds the duration of the delay, we shall notify the customer of the total duration of the delay immediately after the duration of the delay has been determined.
- b. The delivery period shall be deemed to have been met if the operational shipment is dispatched or made available for collection within this period. If delivery is delayed for reasons for which the customer is responsible, the deadline is deemed to have been met if notification of readiness for dispatch is given within the agreed period. Partial deliveries are permissible, provided this is reasonable for the customer.
- c. If Resolto is prevented from fulfilling its obligations due to the occurrence of unforeseeable extraordinary circumstances which Resolto cannot avert despite exercising reasonable care according to the circumstances of the case, the delivery or service period shall be extended accordingly. If we are unable to deliver or perform, Resolto shall be released from its obligations. Even in the event of walkouts or lockouts, the delivery period shall be extended to a reasonable extent. If delivery or performance becomes impossible, Resolto shall be released from its obligation to deliver.
- d. If the delivery period is extended by more than one month in the above-mentioned cases, the customer is entitled to withdraw from the contract. The assertion of claims for damages is excluded.
- e. Resolto may only invoke the circumstances mentioned in this clause 2. if the customer is informed of these circumstances without delay.

## 3. DELIVERY AND TRANSFER OF RISK

The risk is transferred to the customer upon delivery. If delivery is delayed for reasons within the sphere of influence of the customer or his vicarious agents, the risk shall pass to the customer on the day of readiness for delivery.

#### 4. PRICES AND TERMS OF PAYMENT

- a. The prices quoted in Resolto's offers or the Resolto price list valid at the time, plus the statutory value-added tax, are decisive. Resolto is also entitled to send invoices by e-mail with due date effect, provided that the invoices meet the legal requirements for the purposes of input tax deduction. Invoices are payable net within ten days of the invoice date.
- b. If, after the contract has been concluded, it becomes apparent that Resolto's claim to payment is at risk due to the lack of ability to pay on the part of the customer, Resolto may refuse to perform its obligations and set the customer a deadline for payment concurrently with delivery or the provision of security. If the deadline expires without success, Resolto is entitled to withdraw from the contract and to demand compensation for damages. The setting of a deadline is dispensable if the customer seriously and finally refuses payment or if special circumstances exist which, after weighing up the interests of both parties, justify Resolto's withdrawal.
- c. Insofar as a software rental agreement or a comparable continuing obligation has been concluded between Resolto and the customer, Resolto is entitled to increase the agreed price at the end of the first year of the contract. An increase is permitted a maximum of once per calendar year. Resolto shall notify any price changes in writing at least six weeks before they come into effect. If the increase is more than 20%, the customer shall be entitled to terminate the contract within four weeks of receipt of the notification of the change that the increase comes into effect. The percentage of the increase shall apply for one calendar year in each case.

#### 5. WARRANTY RIGHTS OF THE CUSTOMER

- a. Resolto refers to the fact that, according to the latest technology, defects and malfunctions in software programs and also in the software copy cannot be completely ruled out. A program error exists if the program supplied by Resolto does not perform a task as described in the user manual or program documentation, and the malfunction is reproducible. Localisable and reproducible program errors will be rectified by Resolto within a reasonable period of time at no further cost to the customer. Resolto primarily provides a warranty by means of subsequent performance, and at Resolto's discretion, either by repair or replacement. Elimination of the defect is also deemed to have been effected if Resolto shows the customer reasonable ways of avoiding the effects of the error or reducing them to an appropriate level.
- b. The prerequisite for warranty claims of the customer is that the customer notifies the program error in writing in a comprehensible form. If subsequent performance by Resolto fails, the customer may, provided the breach of contract is not merely minor, set Resolto a reasonable period of grace and, if subsequent performance fails, withdraw from the contract even within the period of grace. For subsequent performance to fail, Resolto must have been granted two opportunities to remedy the defect, each time in relation to the specific defect. In the case of software rental and comparable continuing obligations, the customer may terminate the contract without notice if subsequent performance fails. In addition, the customer may be entitled to claim damages or reimbursement of expenses. In this case, the provisions of the following clause 1. 6. shall apply accordingly.
- c. The claim for subsequent performance is triggered separately for each defect. The customer shall not be entitled to a reduction in price in the case of insignificant defects. If the customer withdraws from the contract or terminates the contract, he must return the software copy to Resolto and, in the case of software purchase, pay an appropriate fee in the amount of the usual

licence fee for the period of use, irrespective of other claims. Claims of the purchaser for defects shall become statute-barred after 12 months. This shall not apply if the law in § 479 para. 1 BGB (German Civil Code) prescribes longer periods for recourse claims. In the case of fraudulent concealment of a defect, in the case of intent or gross negligence, in the case of software rental as well as guarantees (§ 444 BGB) and with regard to personal injury, the statutory limitation periods shall apply.

## 6. LIABILITY

- a. Resolto shall have unlimited liability towards the customer in the event of intent. The limitations of liability contained in this clause and in other clauses of the General Terms and Conditions of Contract of Resolto Informatik GmbH shall not apply to damages arising from injury to life, body or health, or to any claims under the Product Liability Act. In the event of gross negligence or the absence of a property warranted by means of a guarantee, Resolto shall be liable only to the extent of the foreseeable damage that was intended to be prevented by the breached obligation or guarantee. In other cases, regardless of the legal grounds, Resolto shall only be liable for damage caused by culpable breach of a material contractual obligation, namely an obligation whose breach endangers the achievement of the purpose of the contract and/or whose fulfilment is essential to the proper execution of the contract and on whose fulfilment the customer may regularly rely (cardinal obligation). The liability is limited to the damage typical for the contract, the occurrence of which each contractual partner had to expect at the time of conclusion of the contract due to the circumstances known to him at that time. In any case, the compensation per case of damage is limited to the contractual value - in the case of a rental agreement or a settlement of a continuing obligation to the annual rental / remuneration.

The liability for loss of data is limited to the typical restoration effort that would have been required if backup copies had been made regularly and in accordance with the risk. In the case of rental contracts and comparable continuous obligations, our liability without fault is excluded in accordance with § 536 a para. 1, 1. Alternative BGB.

- b. Insofar as Resolto's liability has been excluded or limited, this also applies to the personal liability of the company's organs, its employees, representatives and vicarious agents of Resolto.
- c. A limitation period of one year applies to all claims against Resolto for damages and compensation for futile expenditure in the case of contractual and non-contractual liability. This does not apply to Resolto's liability for intent, gross negligence, personal injury or liability under the Product Liability Act. The limitation period for claims for defects in Section I. 6. remains unaffected. The burden of proof for the facts that justify a limitation or exclusion of liability lies with Resolto.

## II. SERVICE CONTRACT

### 1. SCOPE OF SERVICE

- a. The scope of services is determined by the contract concluded between the customer and Resolto. For the duration of the service contract, Resolto will supply the customer with updates of the serviced programs, unless otherwise specified in the contract. Individual installation work, configurations and adaptations to changes in the previous system, such as modification of the

data format, on the other hand, require a separate and chargeable order. The customer has no claim to the creation of updates. Resolto grants the customer rights of use to the delivered updates in accordance with section I. 1.

- b. Resolto is entitled to further develop the maintained programs, to adapt them to technical and legal progress and, in particular, to add new functions. Changes to Resolto's basic programs may result in changes to hardware and software requirements and system environment requirements. If a change in performance may adversely affect the customer's legitimate interests to a considerable extent, Resolto shall notify the customer of these changes in advance. In this case, the customer may prematurely terminate the service contract within four weeks of notification of the change in service, with effect from the end of the month after next. The customer shall be required to prove that its legitimate interests are adversely affected to a considerable extent.
- c. New program generations are not considered updates and are not subject of the services. The same applies to new program modules. The classification of the respective program parts into program modules and into a new program generation is at the reasonable discretion of Resolto. Only the last version of the software copy generally released by Resolto will be maintained, in accordance with the contract concluded with the purchaser. The customer is responsible for the proper and correct installation of any updates supplied, which, in addition to regular data backups, includes backing up its own data before each update.
- d. Resolto's service includes, even outside the liability for defects, the elimination of the causes of defects, insofar as the customer cannot reasonably be expected to accept malfunctions. Resolto is obliged to eliminate a localisable and reproducible program error within a reasonable period of time at Resolto's premises, free of charge to the customer. The prerequisite is that the customer informs Resolto of the program error in writing in a comprehensible form. There is no entitlement to the rectification of a minor error without significant effects on operating procedures. The identification of a reasonable by-pass solution that avoids the effects of the error shall also be deemed to be the elimination of the error.
- e. If there is no program error, Resolto is entitled to charge the customer for the work involved in accordance with Resolto's current price list.

## 2. REMUNERATION

Decisive are the prices stated in Resolto's offer or the respectively valid price list plus the statutory value added tax.

## 3. LIABILITY

With regard to liability and statute of limitations, item I. 6. applies accordingly.

## 4. DURATION OF CONTRACT

Service contracts are initially concluded until the end of a calendar year and are automatically renewed for a further calendar year in each case unless they are terminated by one of the contracting parties in writing with three months' notice or the parties have made other arrangements in writing in the service contract.

## 5. PAYMENT

- a. Unless otherwise specified in the service contract, the annual service price is payable in advance for one calendar year and is due for payment on the 3rd working day of January. Resolto is entitled to increase the service price at the earliest after the end of the first contractual year and at most once per calendar year. Resolto will notify the customer of any price changes at least eight weeks before they come into effect. If the increase is more than 30%, the customer is entitled to terminate the service contract within 2 weeks of receipt of the notification of the change to bring the increase into effect.
- b. Resolto is entitled to withhold services as long as the service fee has not been paid.
- c. The assignment of the customer's rights under the service contract is only permitted with the written consent of Resolto.

## III. TRAINING COURSES

### 1. PRICES AND TERMS OF PAYMENT

With regard to the prices and Terms of Payment for the training courses, the prices contained in Resolto's offer are decisive. The current Resolto price list applies. The prices do not include the statutory value added tax. Invoices are payable net within 10 days of the invoice date.

### 2. LIABILITY

With regard to liability, item I. 6. applies accordingly.

## IV. RULES FOR ALL TYPES OF CONTRACTS

1. Offsetting against counterclaims or the assertion of rights of retention is only permissible if the claims of the customer are undisputed or have been legally established.
2. For the effectiveness of declarations the text form according to § 126 b BGB (e.g. e-mail and fax) is sufficient. Declarations which terminate the contractual relationship or for which these General Terms and Conditions of Contract or the law expressly prescribe the written form, this written form (§ 126 BGB) is required.
3. Place of performance for all obligations arising from the contractual relationship is Bielefeld. Insofar as the purchaser is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from the contract or the individual order(s) shall be Bielefeld. Resolto shall be free to appeal to the court responsible for the customer's registered office.
4. German law applies exclusively. The application of the CISG (UN Sales Convention / contract of 11.04.1980) is excluded.