

Software Maintenance (Hotline Service and Software Support)

CONDITIONS FOR HOTLINE SERVICE

§ 1 Hotline Support for the System Administrator

For hotline support, the CUSTOMER shall designate one (1) contact person who is trained in the use of the above-mentioned licence material and who, prior to making use of the hotline support, will attempt to resolve, narrow down or specify the problem that has arisen through their own efforts. The hotline support of the COMPANY should only be used if the documentation supplied with the program does not provide any solutions for the problem that has arisen. The CUSTOMER's contact person shall be designated to the COMPANY as the system administrator and shall be solely authorised to use the COMPANY's hotline support services in accordance with these hotline service conditions. In the event of the system administrator's unavailability, the CUSTOMER is entitled to request hotline support services through an employee of the CUSTOMER who has been designated to the COMPANY in advance as a second system administrator. The CUSTOMER shall provide the COMPANY with remote access to its application. The COMPANY shall inform the CUSTOMER of the software products available for this purpose. Additional efforts in problem processing resulting from the absence of a dial-in facility are not part of this agreement.

§ 2 Scope of Services

The COMPANY advises and supports the CUSTOMER within the scope of the hotline exclusively in the German language.

The following is included in the scope: support for problems with the program where the supplied documentation does not provide solutions; reporting of application errors; support for problems with interfaces that were already successfully in use; questions regarding the operation of the software, software usage or software functions.

The following is not included in the scope: support for the commissioning of interfaces; software training; installation support; support for setting up the system infrastructure (e.g. setting up a backup system, creating databases, etc.); advice regarding system requirements; migration support; advice regarding modelling.

The hotline is not intended for the commissioning of interfaces to third-party systems. The hotline does not replace training on the operation, use and functions of the licence material. Hotline efforts caused by the CUSTOMER's wilful misconduct or gross negligence (e.g. absence of data backups, entering commands into the software contrary to the express instructions of the hotline, etc.) are not part of the hotline services. The COMPANY is entitled to forward enquiries that are not the subject of this agreement, in consultation with the CUSTOMER, to other bodies that can provide assistance on these matters. If the CUSTOMER orders and uses services from these bodies, the billing for these services shall be regulated separately and is not part of this agreement.

§ 3 Hotline Hours

The hotline service is available during the regular business hours of the COMPANY (weekdays Monday to Friday – excluding public holidays – from 9:00 to 12:30 and from 13:30 to 17:00 CET/CEST) via the hotline telephone numbers to be communicated separately to the CUSTOMER or by telephone at +49.(0)711-68 68 93 290. In addition, the CUSTOMER may report hotline incidents around the clock by e-mail (support@intellior.com) or fax (+49.(0)711-68 68 93 299) or enter them in the support portal (<http://www.intellior.com/services/portal-login/login.html>).

§ 4 Service Exclusions

All other services not included in the preceding sections shall not be covered by the hotline support, for example: a) Services provided within the framework of the program maintenance conditions, in particular error correction for errors in the licence material; b) Deployment of consultants at the CUSTOMER's premises; c) Other services that go beyond advice on user problems in connection with the existing installation.

CONDITIONS FOR SOFTWARE SUPPORT

§ 5 General Subject Matter of Maintenance Services

Program maintenance comprises: a) Further development of the programs with regard to quality and modernity. b) Adaptation of the programs in the event of changes to the system platform agreed in the licence agreement. Adaptations for a different system platform are not included in the maintenance. c) Release of new releases. This includes new releases that fall within the scope of the programs and provide functional or technological enhancements within this scope. d) Provision of updated manuals and documentation for release changes. e) Error correction with regard to the programs after expiry of the warranty period.

§ 6 Scope of Maintenance Services in Detail

1. Supported Programs

The COMPANY provides the CUSTOMER with software maintenance services exclusively for the following releases in accordance with these conditions: a) The respective current major release of the programs listed in the individual contracts; b) The respective current minor release of the programs listed in the individual contracts, but only until the release of an upward-compatible minor release; c) The minor release immediately preceding the respective current major release of a program, but only for a period of 12 months after the release of the then-current generally available major program release; d) The major release immediately preceding the respective current major release of a program, but only for a period of 12 months after the release of the then-current generally available major release.

After the dates specified in lit. c) and d), the COMPANY shall provide software maintenance services for older releases only in accordance with separate service agreements and at the costs customarily charged for such services. The term "Major Release" means any release designated as such by the COMPANY by the indication of a pre-decimal release number (e.g. 3.x; 4.x, etc.). The term "Minor Release" means any release designated as such by the COMPANY by the indication of a post-decimal release number (e.g. x.1; x.2, etc.). The term "Release" means both Major Releases and Minor Releases.

2. Releases

The COMPANY provides new releases within the scope of the maintenance. New releases may also consist of the provision of only individual new modules. The new releases are made available by the COMPANY by post on an agreed data carrier or electronically for download via the Internet. The CUSTOMER is responsible for backing up the releases.

The COMPANY grants the CUSTOMER the rights of use agreed in the respective licence agreement with regard to releases.

The COMPANY accepts improvement suggestions, examines their general applicability and the possibilities for implementation, and makes the final decision on the implementation of a suggestion. The COMPANY does not owe any remuneration for improvement suggestions used from the CUSTOMER; upon disclosure of the improvement suggestion, all possible rights arising from the suggestion shall pass to the COMPANY free of charge.

3. Error Correction

The COMPANY shall commence error correction: a) For operation-preventing errors ("BLOCKER"): within 8 hours of receipt of the error report during the regular business hours of the COMPANY's development department; b) For operation-impeding errors ("CRITICAL"): within 2 days of receipt of the error report during the regular business hours of the COMPANY's development department; c) and d) For other errors ("MAJOR / MINOR"): within a reasonable period, in any event within the development of the next release.

Error Categories:

a) BLOCKER (operation-preventing error): Software cannot be used due to severe errors; complete system standstill; no modelling possible; use of central functions leads to system abort or data loss.

b) CRITICAL (operation-impeding error): Error without workaround, i.e. error unavoidable; major performance problem with very significant impediment; modelling only very limited (almost no longer) possible.

c) MAJOR (other significant error): Error avoidable with difficult workaround; performance problems with significant impediment; modelling possible with slightly restricted functionality.

General Terms and Conditions of intellior GmbH

– hereinafter referred to as "COMPANY" –

Zettachring 12, 70567 Stuttgart, Phone (+49) 0711/6868930, Fax (+49) 0711/686893299, www.intellior.com

d) MINOR (other minor error): Error avoidable with simple workaround; performance problems with minor impediment; modelling possible with insignificant restrictions compared to proper operation; problem of a single user.

The obligation to correct errors in the programs shall cease to apply if the CUSTOMER or third parties make changes to the licence material or its environment that are the cause of the error. The occurrence of errors does not entitle the CUSTOMER to withhold or reduce payments. The COMPANY owes the taking of economically and technically reasonable measures to rectify the error or to provide guidance for circumventing the error. The CUSTOMER will support the COMPANY in this regard within reasonable limits.

§ 7 Customer Support Services

The CUSTOMER will support the COMPANY within reasonable limits in the provision of software maintenance services, in particular through the following: a) If the CUSTOMER identifies an error in the programs, this shall be reported to the COMPANY with all necessary documents, i.e. file extracts, error description and any dumps. The COMPANY may request additional documents if necessary. The COMPANY guarantees the confidential treatment of the data.

b) The CUSTOMER shall carry out the installation of any error correction programs (bug fixes, patches, maintenance releases) itself.

c) The CUSTOMER shall provide the COMPANY with remote access to its IT system for the proper provision of the software maintenance services so that the COMPANY can carry out a remote diagnosis of the error. The COMPANY cannot ensure the smooth provision of software maintenance services if the CUSTOMER does not provide remote access upon the COMPANY's request.

d) The CUSTOMER shall designate a responsible contact person (system administrator) and a substitute to the COMPANY, through whom all communication in the context of the provision of software maintenance services by the COMPANY shall be conducted. The CUSTOMER's system administrator shall ensure first-line support for the users of the programs at the CUSTOMER. This also applies in the case of multiple installations following the prior conclusion of sub-licences. The system administrator shall be recorded in the COMPANY's sales information system.

e) The CUSTOMER shall ensure that the respective system requirements for the use of the COMPANY's software programs are observed.

§ 8 Services Not Covered

The following services are not covered: a) Services for programs where the CUSTOMER has not used the programs in accordance with the documentation. b) Provision of entirely new functions that represent a material expansion of the scope of services, as well as the provision of new products. Such expansions and new products are offered by the COMPANY for acquisition against a separate fee. c) The installation of new releases as well as required adjustments to the CUSTOMER's system environment. d) On-site services – unless otherwise agreed.

CONDITIONS FOR HOTLINE SERVICE AND SOFTWARE SUPPORT

§ 9 Term, Contract Adjustment upon Licence Extensions

Termination of the software maintenance contract (hotline service and software support) is possible for the first time at the end of a term of five years by either party. A product migration (e.g. product change from AENEIS 4 to AENEIS 5) or a licence extension (e.g. acquisition of an additional component) shall be treated as the conclusion of a new contract. The notice period is three months in each case. After the expiry of the 60 months, the software maintenance contract (hotline service and software support) shall be extended by a further twelve months in each case unless it is terminated in writing with a notice period of three months before the expiry of the respective term.

The CUSTOMER shall have a special right of termination of the software maintenance contract (hotline service and software support). This special right of termination may be exercised exclusively in the event of the cessation of use of the licence material and requires a written notice of termination. The special termination is only possible with a notice period of three months to the end of a calendar year (31 December). A pro rata refund of due or already paid software maintenance contract fees (hotline service and software support) is excluded.

General Terms and Conditions of intellior GmbH

– hereinafter referred to as "COMPANY" –

Zettachring 12, 70567 Stuttgart, Phone (+49) 0711/6868930, Fax (+49) 0711/686893299, www.intellior.com

After exercising the above special right of termination, the CUSTOMER is obliged to return or destroy (delete) the original as well as all copies and partial copies of the programs concerned to the COMPANY and, upon the COMPANY's request, to confirm the deletion by affidavit; this also applies to any program documentation delivered in advance. Insofar as it is required for the CUSTOMER due to mandatory statutory provisions, the CUSTOMER may request the continuation of use for purely archival purposes.

All terminations (ordinary and special terminations) must be in writing to be effective and must be addressed to the e-mail address info@intellior.com. Terminations that are not sent to this address shall have no legal effect.

§ 10 Remuneration, Software Maintenance Contract Fees

The software maintenance contract fees (hotline service and software support) specified in the individual contract are payable in the instalments specified in the individual contract for 12 months in advance plus statutory VAT, for the first time on the first day of the month following the delivery of the licence material. In the event of the overall term commencing during a calendar year, only a pro rata temporis amount shall be invoiced in the first year up to 31 December of the current year. From the following 1 January, invoicing shall then be on a calendar year basis (1 January to 31 December of a year). The COMPANY is entitled to adjust the software maintenance contract fees (hotline service and software support) on 1 January of each year, whereby the change may not exceed the respective interim increase in the official consumer price index for the Federal Republic of Germany or the index replacing it by more than 2 full percentage points. All invoices are payable within 10 days of the invoice date without deduction.

§ 11 Qualitative Service Disruptions

If the software maintenance services (hotline services and software support services) are not provided in accordance with the contract and the COMPANY is responsible for this, the COMPANY shall be obliged to provide the software maintenance services (hotline services and software support services) in accordance with the contract within a reasonable period at no additional cost to the CUSTOMER. A prerequisite is a complaint by the CUSTOMER, which must be made without undue delay and in writing. The complaint must be made no later than within 2 weeks of becoming aware of the deficiency or from the time at which the CUSTOMER should have become aware of it without gross negligence.

If the contractual provision of the software maintenance services (hotline services and software support services) fails in material parts within a reasonable grace period to be set in writing by the CUSTOMER for reasons not attributable to the CUSTOMER, the CUSTOMER shall be entitled to terminate the contract without notice. In this case, the COMPANY shall be entitled to remuneration for services rendered under the contract up to the effective date of the termination. The remuneration shall only cease to apply for those services for which the CUSTOMER demonstrates within two weeks of termination that they are of no use and of no interest to the CUSTOMER. The right to extraordinary termination remains unaffected. Further claims by the CUSTOMER due to qualitative service disruptions are excluded. This exclusion does not apply in the event of wilful misconduct or gross negligence, nor in the event of injury to life, body or health.

§ 12 Liability

The liability of the COMPANY is limited, regardless of the legal basis, to EUR 10,000. The COMPANY shall not be liable for loss of profit, unrealised savings, damages arising from third-party claims and other indirect and consequential damages, or for recorded data. The above limitations of liability and exclusions of liability shall not apply to damages based on a guarantee, the fraudulent concealment of defects, or a breach of material contractual obligations (cardinal obligations) that jeopardises the purpose of the contract, as well as to damages caused intentionally, through gross negligence by the COMPANY or its vicarious agents, or caused through slight negligence that resulted in damage to life, body or health.

§ 13 Limitation Period

Liability claims and claims arising from qualitative service disruptions shall become time-barred within one year of becoming aware of the circumstances giving rise to the claim or from the time at which the CUSTOMER should have become aware thereof without gross negligence, but in any event no later than five years after the occurrence of the event giving rise to liability. The limitation period for liability arising from wilful misconduct shall be governed by the statutory provisions.

§ 14 Data Protection

The CUSTOMER shall ensure that the COMPANY is informed of all relevant circumstances beyond the statutory provisions, knowledge of which is necessary for the COMPANY for reasons of data protection and

General Terms and Conditions of intellior GmbH

– hereinafter referred to as "COMPANY" –

Zettachring 12, 70567 Stuttgart, Phone (+49) 0711/6868930, Fax (+49) 0711/686893299, www.intellior.com

confidentiality. The COMPANY shall ensure that all persons entrusted with the processing and performance of the contract observe the data protection provisions. Both the CUSTOMER and the COMPANY are obliged to treat all confidential information, trade and business secrets obtained in the course of the contractual relationship confidentially, in particular not to disclose them to third parties or to use them for purposes other than contractual purposes.

§ 15 Written Form, Governing Law, Jurisdiction

Amendments and supplements must be in writing to be effective. Conflicting terms and conditions of the CUSTOMER shall not apply. This contract shall be governed exclusively by German law; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. The place of performance for all obligations under this contract and the exclusive place of jurisdiction is Stuttgart.

§ 16 Severability Clause

Should individual provisions be invalid, the validity of the remaining provisions shall not be affected thereby. The parties shall cooperate to replace invalid provisions with such provisions that correspond as closely as possible to the invalid provisions.

Data Protection Information for Customers / Contractual Partners pursuant to the European General Data Protection Regulation (GDPR)

1. Controller of Data Processing and Data Protection Officer

The controller for data processing is ("Company", "we"):

intellior GmbH, Zettachring 12, 70567 Stuttgart, Germany, Phone: +49 (0) 711.68 68 93 – 0, Fax: +49 (0) 711.68 68 93 – 299, E-Mail: info@intellior.com

Our Data Protection Officer: Michael Weinmann, Sielminger Hauptstr. 52/1, 70794 Filderstadt, Tel.: +49 173-763 29 62, E-Mail: michael.weinmann@dsb-office.de

2. Types of Personal Data Used

We process personal data that we receive from you in the course of our business relationship in your capacity as customer/contractual partner or as representative/authorised agent/contact person of the company that is our customer/contractual partner. During the business initiation phase and during the business relationship, personal data is generated by us and by you. For companies, this data essentially relates to the responsible contact person and, where applicable, the company management (managing directors, board members). The personal data typically generated includes: name, salutation, title, address, telephone number, fax number, e-mail address, bank account details or credit card information, your company/firm (with VAT ID), department, position, date of birth, subject matter of the contract, credit assessments, enquiries and correspondence for the conclusion, administration, performance and invoicing of the contract.

3. Purpose and Legal Basis of Data Processing

Your personal data is processed in accordance with the applicable data protection provisions, in particular the GDPR and the German Federal Data Protection Act (BDSG). In detail, this is for the following purposes and on the following legal bases:

a) On the basis of your consent pursuant to Art. 6(1)(a) GDPR: If you have given us consent to process your data for specific purposes, we process your data on the legal basis of that consent. The scope and purpose of the data processing is described in the respective declaration of consent communicated to you separately.

b) For the performance of contractual obligations pursuant to Art. 6(1)(b) GDPR: Personal data is processed for the purpose of performing contracts, namely for the performance of your contract.

c) For compliance with legal requirements pursuant to Art. 6(1)(c) GDPR: As a company, we are subject to various legal requirements for the fulfilment of tax-related control and reporting obligations.

d) In the context of a balancing of interests pursuant to Art. 6(1)(f) GDPR: We process your data beyond the actual performance of the contract to protect legitimate interests of ourselves or third parties: advertising by e-mail for similar products or by post, provided you have not objected, in order to be able to inform you of our current offers (our legitimate interest).

4. Who Receives My Data?

Access to your personal data is granted to those bodies that require it for the fulfilment of contractual and legal obligations. For billing purposes, we forward the necessary payment data to our bank. Where service providers and vicarious agents are also involved in the data processing process, this is only possible if the legally prescribed obligations and our instructions for the handling of personal data are mandatorily followed. In the processing of information, auxiliary systems (IT environment, CRM/ERP systems, financial accounting) may be used, which service providers may access in the context of maintenance. In such cases, we conclude the necessary data processing agreements.

5. Is My Personal Data Transferred to a Third Country?

A transfer of your personal data to countries outside the EU or the EEA generally only takes place if you have given us your consent or if this is a necessary condition for the performance of a contract.

6. How Long Is My Data Stored?

Your personal data is processed and stored for as long as is necessary for the fulfilment of our contractual and legal obligations. After fulfilment of the contractual and legal obligations, the personal data is regularly deleted. Exceptions to this are: the fulfilment of commercial and tax law retention obligations (the retention periods are between two and ten years); the preservation of evidence within the framework of the applicable

General Terms and Conditions of intellior GmbH

– hereinafter referred to as "COMPANY" –

Zettachring 12, 70567 Stuttgart, Phone (+49) 0711/6868930, Fax (+49) 0711/686893299, www.intellior.com

limitation periods (pursuant to Sections 195 et seq. of the German Civil Code, these limitation periods may be up to thirty years; the regular limitation period is three years until the end of the year).

7. What Data Protection Rights Can I Exercise?

As a "data subject", you have the following rights vis-à-vis us with regard to the personal data concerning you (Art. 15 et seq. GDPR): the right to confirmation and access (Art. 15 GDPR); the right to rectification (Art. 16 GDPR); the right to erasure (Art. 17 GDPR); the right to restriction of processing (Art. 18 GDPR); the right to object to processing on grounds relating to your particular situation (Art. 21 GDPR). The revocation shall only take effect in the future. Processing of personal data prior to the revocation shall not be affected. Every data subject has the right to lodge a complaint with a supervisory authority (Art. 77 GDPR). Consent given to the processing of personal data may be revoked at any time. This also applies to consent given before 25 May 2018.

8. Obligation to Provide Data

We inform you that the provision of personal data is partly required by law (e.g. tax regulations) or may also result from contractual provisions (e.g. information on the contractual partner). Sometimes it may be necessary for the conclusion of a contract that a data subject provides us with personal data which must subsequently be processed by us. Failure to provide the personal data would mean that the contract could not be concluded with the data subject. Before providing personal data, the data subject should contact one of our employees, who will provide case-by-case information on the relevant obligations and consequences.