

Software Licences

§ 1 Subject Matter of the Contract

The COMPANY grants the CUSTOMER, subject to the following terms, a temporally unlimited, non-transferable and non-exclusive right to use the programs specified in the respective individual contract to the extent specified therein. The contractual services are conclusively set out in the respective individual contract. An individual contract is concluded upon order confirmation and acceptance of the licence material by the CUSTOMER or upon signing of a licence agreement by the CUSTOMER and the COMPANY. The date of the contract shall be the day on which the declaration of acceptance or the signed licence agreement is received by the COMPANY.

§ 2 Scope of the Right of Use

1. Use

Use of the licence material means any complete or partial copying (loading) of machine-readable licence material onto a computer for the purpose of processing the instructions or data contained therein. All programs – with the exception of programs which, for technical reasons, must be operated on a separate server in accordance with the respective program description – shall be centrally loaded onto a single designated machine. Use of the licence material on peripheral units (clients) by accessing the designated machine or the respective server within the scope of the respective licence model is permitted. Use on additional designated machines other than the one specified in the individual contract or determined by installation of the licence material is only permitted in accordance with a sub-licence to be concluded in advance. If the designated machine is not operational, temporary use on another machine is permitted. If the CUSTOMER replaces the designated machine with another machine, this other machine shall, at the CUSTOMER's request, be accepted as the designated machine by way of a contract amendment.

The right of use also extends to the necessary use of the documentation belonging to the licence material. The right of use is subject to the following restrictions: Use of the programs is limited to supporting the internal business operations of the CUSTOMER and its affiliated group companies. Use for the purpose of supporting the business operations of a third party requires a separate agreement.

Without the prior written consent of the COMPANY, the CUSTOMER may not grant sub-licences and may not (a) rent, lend, or make available the programs to third parties in the context of IT services, in particular in the context of operating a data centre or an outsourcing operation, or under time-sharing agreements, or otherwise for temporary use, or use them for the purposes of third parties or allow third parties to use them; (b) use the programs to develop independent programs.

The granting of the right of use is subject to the condition precedent of the conclusion of an individual contract and the timely payment of the licence fees. The COMPANY retains title to the contractual objects (e.g. data carriers, manuals) until full settlement of the claim. The right of use also extends to the necessary use of the program specification (documentation or manuals) belonging to the programs.

The CUSTOMER is entitled to make one copy of the machine-readable licence material for data backup purposes. Furthermore, the CUSTOMER is entitled to use the licence material on a backup server for testing, archiving and other non-productive purposes. Manuals may be reproduced for internal use.

2. Licence Models

The licensing of the programs is based on various licence models described below. The licence model agreed for each product or module can be found in the individual contract. Compliance with the licence terms is partly ensured by technical measures (activation codes, dongles, etc.).

a) Employee Master Record-based Licence Model: If licensing is based on employee master records, use is limited to a specified number of employee master records. The term "employee master record" refers to the master records created in the database. The term "Active Employee Master Records" refers only to the master records stored in the database relating to employees who, at the relevant time, are in an employment relationship with the CUSTOMER or who provide services for the CUSTOMER as employees of other companies and are assigned to their own master record in the database. The term "Inactive Employee Master Records" refers to master records stored in the database relating to employees who have already left, whose data is maintained by the CUSTOMER for archiving or long-term analysis purposes. With regard to data from Inactive Employee Master Records, only read rights exist, and in particular no modification of such data is permitted.

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b) Workstation-based Licence Model: If licensing is based on workstations, use is limited to a specified number of workstations. Licensing on the basis of workstations is either on the basis of single workstation licences (Single User Licences) or on the basis of a specified number of workstations that simultaneously access the designated machine or an authorised server (Concurrent User Licences).

c) Single User Licence: If a Single User Licence is agreed, the CUSTOMER is only entitled to use the licence material on a specified number of workstations. Before use on additional workstations, the software must be completely deleted from other workstations so that the specified total number of workstations is not exceeded.

d) Concurrent User Licences: In this case, the CUSTOMER is only entitled to use the licence material through simultaneous access by the specified number of workstations (Concurrent Users) to the designated machine or the specified server.

e) User-based Licence Model (Named User): If licensing is based on specified users (Named Users), use is limited to a specified number of users. In this case, the CUSTOMER is entitled to use the licence material limited to the specified number of users who are authorised to use the respective module. The named users may be deleted and replaced at any time by a corresponding number of users to be authorised for the respective module.

f) Terminal-based Licence Model: If licensing is based on the connection of a specified number of time-recording terminals or other hardware, use is limited to a specified number of external hardware devices to which the product or module is connected.

g) Other Licence Models: Other licence models require agreement in the individual contract.

3. Object Code Licence

The licence material is delivered exclusively in object code version. Any conversion, even in part, into source code as well as any modification thereof is not permitted. However, the CUSTOMER is entitled, within the scope of the mandatory provisions of the Copyright Act (Urheberrechtsgesetz), to combine machine-readable licence material with other programs for the purpose of establishing interoperability with other systems. The source code shall not be made available to the CUSTOMER for inspection. If requested by the CUSTOMER, the then-current version of the source code and the associated internal documentation may be deposited on a sealed data carrier with a generally known escrow agent (e.g. TÜV Product Service GmbH, Munich). The CUSTOMER is entitled to use the source code version of the licensed programs solely in one of the following cases and exclusively for error correction, adaptation of the licensed programs to changed requirements, further development or other maintenance work:

a) Insolvency proceedings have been opened over the assets of the COMPANY or a corresponding application has been rejected for lack of assets (submission of a certified extract from the commercial register). b) The COMPANY has been deleted due to lack of assets or a liquidation resolution has been registered in the commercial register (submission of a certified extract from the commercial register). c) Written consent of the COMPANY to the use of the source code version of the licensed programs. Notwithstanding the foregoing provisions, any commercial use of the source code version of the licensed programs by the CUSTOMER is prohibited.

§ 3 Protection of Rights in the Licence Material

All rights in the licence material, including all complete or partial copies of the machine-readable licence material made by the CUSTOMER, even if modified, translated, or combined unchanged or modified with other programs, shall remain – without prejudice to the CUSTOMER's ownership of the recording medium – with the COMPANY. The CUSTOMER is obliged to affix the COMPANY's copyright notice on all such copies. The CUSTOMER undertakes not to make the licence material, including copies of any kind, accessible to third parties (including other licensees of the program in question). This also applies in the event of a complete or partial sale or dissolution of the CUSTOMER's business. Third parties shall not include employees of the CUSTOMER and of the COMPANY, as well as other persons, as long as they are present at the CUSTOMER's premises for the contractual use of the licensed program for the CUSTOMER.

§ 4 Delivery

Delivery shall be effected by delivery of the licence material on machine-readable recording media in the scope of the order confirmation/licence agreement. The recording medium may contain the software in several versions, which are activated by an activation code (key). At the COMPANY's discretion, delivery of the licence material may also be effected by making the licence material available on a server and

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transmitting the information required for download to the CUSTOMER. The COMPANY shall carry out installation only on the basis of a separately commissioned chargeable service.

The COMPANY is not responsible for the commissioning or administration of third-party products. Third-party products are all hardware and software components acquired outside the licence agreement, regardless of whether they are required for the operation of the COMPANY's software.

Examples: Hardware (servers, etc.), Network, Operating system, Database, Web server.

Accordingly, the CUSTOMER is responsible for the installation, administration and functioning of these products. The installation of patches and updates, data backups, etc. are within the CUSTOMER's area of responsibility. If required, the COMPANY shall name companies and contacts who can undertake the above tasks. In exceptional cases, the COMPANY may also be commissioned to install such third-party products. The warranty for third-party products is governed by the terms of the respective manufacturer. The COMPANY does not assume any warranty beyond that provided in Section 8 below that the delivered licence material is free of viruses. However, the COMPANY declares that it has no knowledge of viruses in the delivered licence material. The COMPANY will check data carriers before delivery with generally available virus scanners corresponding to the current state of the art to determine whether the licence material or the data carrier contains viruses.

§ 5 Remuneration, Payment Terms

The remuneration consists of a one-time licence fee. The one-time licence fee becomes due for payment upon delivery of the licence material as consideration for the temporally unlimited granting of the right of use. All invoices are payable within ten days of the invoice date without deduction. Value added tax shall be invoiced separately at the rate applicable at the time of performance.

§ 6 Warranty

The COMPANY warrants that the programs substantially fulfil the functions described in the documentation when used on the platform specified in the individual contract in accordance with the documentation. Warranty claims do not extend to programs that the CUSTOMER modifies or that the CUSTOMER does not use in the system environment described in the product specification, unless the CUSTOMER demonstrates that this was not the cause of the defect. A prerequisite for warranty claims is the reproducibility or identifiability of the defects. The CUSTOMER shall report defects without undue delay, providing all information known to the CUSTOMER that is useful for identifying the defect, and shall take measures to the extent necessary to facilitate the identification of the defects and their causes.

Following proper notification, the COMPANY shall initially be entitled to supplementary performance by rectifying or circumventing the error or by delivering defect-free licence material. Error rectification shall be effected by sending a data carrier containing a corrected version, which the CUSTOMER shall install. To the extent technically possible, the COMPANY shall be entitled to make the corrected version available for download by the CUSTOMER instead of sending a data carrier. If supplementary performance fails within a reasonable period, i.e. if the COMPANY fails within a reasonable time to rectify or circumvent a material deviation from the product specification so that the program is usable for the CUSTOMER, the CUSTOMER may withdraw from the contract or demand a reduction of the licence fees and – if the statutory requirements are met – may also demand damages in addition to withdrawal.

The CUSTOMER will support the COMPANY within reasonable limits in the rectification of defects. If the rectification of defects is not possible with reasonable effort, the COMPANY may – without prejudice to any claims of the CUSTOMER – withdraw from the contract with respect to the affected programs.

Warranty claims shall become time-barred within 12 months of delivery.

§ 7 Operating Conditions

Each program has been developed by the COMPANY for use on specific types of machines and for operation together with specific other devices and programs. The system requirements for the use of the programs are described in the documentation and shall be ensured by the CUSTOMER. Specific operating conditions of the CUSTOMER must be declared by the CUSTOMER in writing in advance and confirmed in writing by the COMPANY. Insofar as no separate declaration is made, the statements made in the relevant documentation of the COMPANY shall apply.

If a program is used under conditions other than these operating conditions, the obligation to provide a warranty shall cease to apply.

§ 8 Liability

The liability of the COMPANY is limited, regardless of the legal basis, to EUR 25,000 or the one-time fee for the licence material that caused the damage or is the subject of the claim, whichever amount is higher. 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. Section 9 remains unaffected.

The above limitations of liability and exclusions of liability shall not apply to damages based on a guarantee, the absence of a warranted quality, 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 or through gross negligence by the COMPANY or its vicarious agents, or caused through slight negligence that resulted in damage to life, body or health.

§ 9 Industrial Property Rights and Copyrights of Third Parties

The COMPANY shall defend the CUSTOMER against all claims arising from an infringement of an industrial property right or copyright by licence material used in accordance with the contract within the contractual territory, and shall assume costs and damages imposed by a court on the CUSTOMER within the scope of Section 8, provided that the CUSTOMER has notified the COMPANY of such claims in writing without undue delay and all defensive measures and settlement negotiations remain reserved to the COMPANY. If such claims have been asserted or are to be expected, the COMPANY may, at its own expense, modify or replace the licence material. If this or the acquisition of a right of use is not possible with reasonable effort, either party may terminate the licence material concerned without notice. In this case, the COMPANY shall be liable to the CUSTOMER for the direct damage incurred by the CUSTOMER as a result of the termination in accordance with Section 8.

The COMPANY shall not be liable in any way if third-party claims are based on the fact that the licence material was not used in a valid, unmodified version or was used together with programs not supplied by the COMPANY under conditions other than those specified in Section 7.

§ 10 Limitation Period

Claims under Sections 8 and 9 shall become time-barred within 1 year from the date of knowledge of the circumstances giving rise to the claim or the date on which the CUSTOMER should have obtained such knowledge without gross negligence, but in any event no later than 5 years after delivery of the licence material. The limitation period for liability arising from wilful misconduct shall be governed by the statutory provisions.

§ 11 Prohibition of Use

The COMPANY is entitled to prohibit the use of the licence material if there is good cause. Good cause shall in particular include the following: (a) Breach of the provisions on the right of use pursuant to Sections 1 and 2 of this contract and the unsuccessful expiry of a 10-day period after a formal warning; (b) Application for the opening of insolvency proceedings over the assets of the CUSTOMER or cessation of payments.

§ 12 Right of Audit

The CUSTOMER grants the COMPANY the right to verify compliance with the licence terms through a confidentiality-bound expert or through remote access. The CUSTOMER shall support the expert in the verification to the extent necessary and shall ensure that the verification can be carried out without hindrance. Any verification by an expert or through remote access must be notified at least 5 working days in advance. If the verification reveals a licence violation, the costs of the audit shall be borne by the CUSTOMER. For each case of non-compliance with the provisions of the licence agreement, the CUSTOMER undertakes to make a supplementary payment of any licence fees based on the then-current price list of the COMPANY.

§ 13 Data Protection, Reference Naming

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 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

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relationship confidentially, in particular not to disclose them to third parties or to use them for purposes other than contractual purposes.

The COMPANY and the CUSTOMER are, however, entitled to refer to the business relationship in an appropriate manner for advertising purposes; in particular, the use of the company (trade mark) logo and a link to the company homepage is permitted. The right to communicate about the business relationship may be objected to at any time.

§ 14 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.

§ 15 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 can be reached at:

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.

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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. Further information on the purposes and scope of the contractual services for which the data is processed can be found in the respective contract concluded with you and the terms and conditions incorporated therein.

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. To ensure compliance with these requirements, personal data is processed in the context of business initiation and execution in accordance with the statutory requirements.

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 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 data subject has the right to obtain confirmation from us as to whether personal data concerning them is being processed; if this is the case, they have a right of access to such personal data and to the information specified in Art. 15 GDPR.

The data subject has the right to obtain from us without undue delay the rectification of inaccurate personal data concerning them and, where applicable, the completion of incomplete personal data (Art. 16 GDPR).

The data subject has the right to obtain from us the erasure of personal data concerning them without undue delay, provided that one of the grounds specified in Art. 17 GDPR applies, e.g. if the data is no longer necessary for the purposes pursued (right to erasure).

The data subject has the right to obtain from us the restriction of processing if one of the conditions set out in Art. 18 GDPR is met, e.g. if the data subject has objected to the processing, for the duration of the examination by the controller.

The data subject has the right to object at any time, on grounds relating to their particular situation, to the processing of personal data concerning them. We will then no longer process the personal data unless we can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or the processing serves the establishment, exercise or defence of legal claims (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, without prejudice to any other administrative or judicial remedy, the right to lodge a complaint with a supervisory authority if the data subject considers that the processing of personal data

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concerning them infringes the GDPR (Art. 77 GDPR). The data subject may exercise this right with a supervisory authority in the Member State of their habitual residence, their place of work or the place of the alleged infringement.

Consent given by a data subject to the processing of personal data may be revoked at any time vis-à-vis us. This also applies to consent given before 25 May 2018 (the date the GDPR became applicable). The revocation shall only take effect in the future. Processing of personal data prior to the revocation shall not be affected.

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. For example, the data subject is obliged to provide us with personal data when our company enters into a contract with them. 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. Our employee will inform the data subject on a case-by-case basis whether the provision of the personal data is required by law or contract or is necessary for the conclusion of the contract, whether there is an obligation to provide the personal data, and what consequences the non-provision of the personal data would have.