

GROB-WERKE GmbH & Co. KG General Terms and Conditions (terms) for brand GROB-NET4⁴ Industry software products

1 GENERAL TERMS AND CONDITIONS FOR SOFTWARE AS A SERVICE

1.1 Scope of application, precedence of individual agreements, conflicting general terms and conditions and form requirements

1.1.1 These Terms of Use (hereinafter also referred to as the "General Terms and Conditions" or "GTC") apply to the use of software applications provided by GROB-WERKE GmbH & Co. KG, Industriestr. 4, 87719 Mindelheim, Germany, www.grobgroup.com using the GROB-NET4⁴ Industry brand (the "Provider" in the following) as software as a service (SaaS) by the Customer (the Customer and the Provider are hereinafter collectively referred to as the "Parties" and individually as a "Party") for both current and future individual orders unless otherwise expressly agreed upon in writing or in text form between the parties. Individual agreements between the Provider and the Customer, particularly those included in a specific offer or order, shall take precedence over these General Terms and Conditions to the extent that they deviate from these. The content of these agreements must be set out in a written contract or in text form.

1.1.2 If third parties, in particular sales partners of the Provider, make statements that deviate from the agreements set forth in the order and/or these General Terms and Conditions, such statements are not covered by the scope of the authority to act on behalf of the Provider. These therefore do not become part of the contract between the Parties. Claims against third parties may not be brought against the provider.

1.1.3 Deviating or contradictory General Terms and Conditions of the Customer do not apply, even if the Provider does not specifically object to their validity in the individual case. Even if the Provider refers to a document containing or referring to terms and conditions of the Customer or a third party, this does not constitute agreement to the applicability of those terms and conditions.

1.1.4 Legally significant declarations and notices that the Customer must provide to the Provider after conclusion of the contract (e.g., setting of deadlines, notices of defects, declarations of withdrawal or reduction) must be in writing to be effective.

1.2 Definitions

1.2.1 The term "user account" means the access authorization for the Provider's restricted-access service.

1.2.2 "Customer data" is all customer content provided to the Provider by the Customer in connection with the use of the service, the storage and the user account. Customer data also includes access information.

1.2.3 The "technical specifications" are the description of the technical functions of the respective service provided by the Provider to the Customer in the respective individual order.

1.2.4 The "service" is the respective software applications provided by the Provider that can be purchased by the Customer.

1.2.5 The "Service Level Agreement" (SLA) defines the features of a service in terms of availability and maintenance as provided by the Provider. The SLA is a fundamental part of the contractual relationship.

1.2.6 "Availability" is the technical usability of the applications/application data for use by the Customer

1.2.7 The "contractual relationship" is the respective individual order, the SLA, these Terms of Use, and the Data Processing Agreement.

1.3 Offer and conclusion of contract

1.3.1 Offers made by the Provider are always subject to change and non-binding. Orders are considered accepted once they have been confirmed in writing by the Customer, a software agreement has been signed by both parties, or the Provider begins providing the service.

1.4. Subject of the Terms of Use

1.4.1 The subject of these Terms of Use is the provision of service described in detail in the technical specifications via an SaaS model for use by the Customer. The required storage and processing capacities and the technology enabling the upload of this data to the rented Cloud of the Provider and the granting or provision of user

rights to the service are provided by the Provider in exchange for payment of the agreed price by the Customer.

1.4.2 The implementation of an interface integration with the Customer's existing system landscape is not covered by these Terms of Use but requires a separate written agreement between the Parties.

1.4.3 The Provider is entitled to have the services performed by third parties (including the Provider's affiliated companies acting as subcontractors).

1.5 Provision of the service and storage space

1.5.1 Starting at the agreed-upon time, the Provider shall make the service available on server infrastructure (hereinafter called a "server") provided by the Provider or its subcontractors for use in accordance with the provisions of these Terms of Use.

1.5.2 The Customer accesses the service via the Internet. Depending on the service, access is provided by means of software applications or via a web browser. The browsers supported by the Provider are specified in the technical specifications.

1.5.3 To enable access to and use of the service, the Provider will provide an administrator designated by the Customer with the necessary access credentials required to access the service. The customer is responsible for setting up additional internal access on their own as needed.

1.5.4 Starting at the agreed-upon time of provision of the operational service, the Provider shall provide storage space of the agreed-upon dimensions and for the duration of the individual order for customer data transferred to the service by the Customer as required for the intended use of the service.

1.5.5 By default, the Provider will back up and retain customer data for three months from the date the data is generated during the term of the individual contract and then delete this data unless a longer retention period has been contractually agreed upon. The Customer is solely responsible for compliance with the retention periods required by commercial and tax law.

1.6 Technical availability of the service

1.6.1 The Provider is obligated to ensure the availability of the service at the data center's Internet hubs as agreed in the SLA. If the specific order or the associated technical specifications specifies an availability that differs from that in the SLA, that specification takes precedence.

1.6.2 The Provider is obligated to ensure availability of the service's functionalities described in the technical specifications only if the system requirements also specified therein are met by the Customer. The responsibility for meeting the system requirements lies solely with the Customer. The provision in Section 1.14 applies accordingly to modifications to the system requirements or the Provider's technical system.

1.6.3 The Provider is responsible only for the proper functioning of its systems up to the Internet hubs of the data center used. The handoff point is typically the router output of the data center provided by the Provider.

1.6.4 The Provider agrees to grant the Customer access to their stored data at any time throughout the entire term of the contract. The data is provided in a common, structured, and machine-readable format. Any restrictions or technical requirements for access will be clearly communicated to the Customer.

1.7 Support

1.7.1 The Provider shall make a hotline available to the Customer as the first point of contact for issues arising in connection with the service provided. Support availability, defect classes and response times are defined in the SLA. If the specific order or the associated technical specifications specifies an availability that differs from that in the SLA, that specification takes precedence.

1.7.2 The person reporting the problem shall be notified at regular intervals about the status of the issue and the solution until the solution has been implemented and the problem has been resolved. However, if the Provider's assessment of the ticket for the defect determines that the defect is due to a violation of Section 1.14 by the Customer or to other reasons for which the Provider is not responsible, e.g., a server migration by the Customer or IT modifications made by the Customer on their own, the defect ticket will be returned to the Customer. In this case, the Customer is

responsible for resolving the problem on their own, or they may request paid support from the Provider. The Provider shall provide support to the extent possible at hourly rates to be agreed upon at that time.

1.7.3 The Provider will make updates to the service available and install and implement these as needed in accordance with the provisions of the SLA.

1.8 Other services of the Provider

1.8.1 During the contractual term of the individual order, the Provider shall make the most current version of the documentation for the purchased service available to the Customer in electronic form.

1.8.2 Additional services provided by the Provider, in particular support and integration services (for customer systems and/or for facilities/technical units), as well as consulting services, require a separate written agreement. The Customer is not entitled to the provision of these services.

1.8.3 Company-specific functions can be defined by the Customer and optionally ordered. The Provider shall provide support to the extent possible at hourly rates to be agreed upon at that time.

1.8.4 In the event of a change in the provider, the Customer is entitled to transfer the data stored with the Provider to their new provider at any time. The Provider shall assist the customer with data migration by providing appropriate technical interfaces and supplying the data in standardized formats. No fees shall be charged for the provision of the data. Upon request in writing, the Provider shall provide the data within thirty calendar days. If the deadline does not fall on a business day (Monday–Friday), the deadline is extended to the next business day.

1.9 Rights of use and scope of use

1.9.1 For the term of the individual order, the Provider grants the Customer the non-exclusive, non-sublicensable, and non-transferable right to use the service within the scope of its functionalities and the intended use of the service as set forth in the technical specifications. Within this framework, the Customer is entitled to save, print, and reproduce the provided technical specifications in a reasonable number of copies for the purposes of the respective individual order, while retaining any existing intellectual property notices. Access to the service by the Customer's business partners is not permitted unless the Parties have agreed to this in advance in a separate agreement specifying the specific individuals among the business partners, and the Customer warrants that this access will occur exclusively within the scope of the intended use of the service for the Customer's business purposes in compliance with all agreed Terms of Use (e.g., as part of a product offering by the customer to or in collaboration with its business partners).

1.9.2 The open source software components used in the service of the Provider are listed in the technical specifications or the service itself if the terms of the open source software require this.

1.9.3 The Provider shall provide the service via remote access under the SaaS model. This is not made available to the Customer for permanent storage, nor is the Customer authorized to make it accessible to others or to operate a data center.

1.9.4 If the Provider provides new versions, updates, upgrades, modifications or extensions to the service within the term or makes other changes regarding the service, the provisions in Section 1.9 also apply to these even if the modifications or extensions were commissioned and paid for separately by the Customer.

1.9.5 The Customer is not entitled to any rights not expressly granted to the Customer under these Terms of Use. In particular, the customer is not authorized

- to use the user account and/or the service beyond the scope of use agreed upon in these Terms of Use, or to allow third parties to use it;
- to make the user account and/or the service available to third parties unless they use the service exclusively on behalf of and for the customer, or

- to edit, reproduce, or make the user account and/or the service available to third parties for a limited period of time, in particular not to rent or lend.

1.9.6. The service may not be used for unlawful purposes, whether in violation of applicable law, regulatory requirements or third-party rights.

1.9.7 The Customer is obligated to ensure compliance with the provisions of these Terms of Use.

1.9.8. If the Customer violates the provisions of Section 1.9, the Provider may suspend access to the service for the Customer after prior Customer notification in text form if the violation can be remedied in this manner. This suspension must be lifted as soon as the reason for the suspension no longer exists. If, despite having been

notified by the Provider, the Customer continues to violate or repeatedly violates the provisions of Section 1.9, the Provider may extraordinarily terminate the individual order without observing a notice period, unless the Customer is not responsible for these violations. The Provider's right to claim damages remains unaffected.

1.10 Rights of the Provider

1.10.1 The Provider has the right to discontinue the service if the Customer provides infrastructure that is no longer state-of-the-art and that could lead to security-critical impairments and consequences, or if the technical support required of the Provider to maintain technical security becomes unreasonable. This also applies in particular, but is not limited to outdated browsers.

1.10.2 In the event of a change to the state of the art, the Provider reserves the right to modify the services to a reasonable extent. For reasons of technical progress, security, technical availability, stable operation, and system integrity, or to fulfill the obligation to provide state-of-the-art solutions, the Provider reserves the right to disable or modify individual components of the applications, provided that this does not unreasonably restrict the purpose of the contract.

1.11 Intellectual property

With the exception of customer data, all contents of the software itself as well as the service in general such as text, graphics, logos, button icons, images and audio clips are the property of the Provider or its licensors and are protected by copyright or other intellectual property provisions.

1.12 Customer data

1.12.1 The Customer confirms that

- a.) the Customer and/or its licensors own all rights to the customer data necessary for the granting of rights under these Terms of Use;
- b.) the customer data does not violate these Terms of Use, applicable law, regulatory requirements, or the intellectual property or other rights of any third party. The Customer is obligated to ensure compliance with the provisions of these Terms of Use.

1.12.2 The Customer grants the Provider the right to use the customer data stored at the storage location for the use of the service for the performance of contractual obligations, in particular to the right copy it (e.g., for backups), modify it and to make it available for access.

1.12.3 The Provider has the right to immediately suspend the use of the service and its storage location if there is reasonable suspicion that the stored customer data is illegal and/or violates third-party rights. Reasonable suspicion of illegality and/or a legal violation exists in particular if courts, government agencies, and/or other third parties notify the Provider of these matters. The Provider will notify the Customer of the suspension and the reason for it. This suspension must be lifted as soon this suspicion has been invalidated.

1.12.4 If and to the extent that databases are created during the term of the contract, in particular through the compilation of application data or through activities by the Customer permitted under this contract, all rights to such databases shall belong to the Customer. The Customer remains the owner of the databases even after the contract ends. The Provider retains a simple, geographically unrestricted, and indefinite, transferable right to process this data for internal purposes, to transfer it for statistical analysis, and to use it for market research, to gain insights for improvement of its own services, and for technical administration.

1.13 Claims for defects

1.13.1 The Provider will address any defects in the service within the response times specified in the SLA when the Customer has reported the defect. The same applies to any other disruptions to the ability to use the service for which the Provider is responsible. If the specific order or the associated technical specifications specifies an availability that differs from that in the SLA, that specification takes precedence. Any claims for damages due to defective performance are governed by Section 1.18 of these Terms of Use.

1.13.2 The Customer's right to terminate the contract due to failure to provide the agreed-upon use pursuant to § 543(2), sentence 1, No. 1 of the German Civil Code (BGB) is excluded unless the establishment of the agreed-upon use is deemed to have failed. Restoration of the contractually agreed use is deemed to have failed after an unsuccessful second attempt at the earliest.

1.13.3 If the service is provided free of charge, the Provider assumes no liability under warranty and/or obligation to perform maintenance except in cases of fraudulent intent.

1.14 Remuneration, price adjustment

1.14.1 The compensation amount is defined by the prices agreed upon in the individual order. Compensation is calculated per contract year and is due in advance at the beginning of each usage period.

1.14.2 The Provider is entitled to increase the compensation specified in the individual order for the first time twelve months after the conclusion of the contract, subject to three months' written notice effective at the end of the month. Further increases to the respective adjusted compensation items may be requested no earlier than 12 months after the last price adjustment. In the event of a change in compensation, the Customer has the right to terminate the individual order within six weeks of the price adjustment taking effect, provided that the increase exceeds 10% of the latest applicable valid prices.

1.14.3 The Customer may request other services from the Provider that are not covered by the compensation agreed upon in the individual order. The Provider will first determine whether it is willing to provide these services and, if so, submit a separate offer to the Customer.

1.14.4 All prices are quoted in euros plus value-added tax or the applicable indirect tax at the statutory rate in effect at the time. In addition to the payments due for the individual order, the Customer shall pay the applicable statutory value-added tax or equivalent indirect tax. Payment is due on the date of the respective invoice and must be made within 14 calendar days to the account specified in the invoice. If ongoing payments are due, the value-added tax rate in effect at the time the respective claim becomes due shall apply.

1.14.5 Each Party is responsible, as required by applicable law, for identifying and paying all taxes and other government levies (as well as any penalties, interest, and other surcharges thereon) imposed on that Party in connection with the transactions and payments for the respective individual order.

1.14.6 All payments made by the Customer to the Provider under the individual order shall be made without any deductions or withholdings. Offsetting against claims other than those that are undisputed or have been legally established is not permitted. Unless otherwise agreed, the Customer may not reduce ongoing payments in the event of defects. Any right to reclaim remuneration paid subject to reservation remains unaffected. The exercise of a right of retention not based on a right arising from the contractual relationship is not permitted.

1.15 Duties and obligations of the Customer

1.15.1 The Customer shall implement all required cooperation on its part for the execution of the contractual relationship. The Customer is in particular obligated to:

a.) Set up their own system environment so that it is suitable for installing the software. The requirements can be found in the technical specifications. The Customer remains responsible for the network connection between the machine to connect and the server on which the GROB-Net4Industry connectivity software is installed and operates.

b.) Immediately change all passwords assigned by the Provider to passwords known only to the Customer, to keep the user's assigned usage and access permissions confidential, to protect these from access by third parties, and not to disclose these to unauthorized users. This data must be protected by suitable effective measures. The Customer shall notify the Provider immediately upon suspicion that the access data and/or passwords may have become known to unauthorized persons;

c.) Ensure the system requirements described in the technical specifications;

d.) Comply with the restrictions/obligations regarding the rights of use set forth in Section 1.9, and to effectively pursue violations of these obligations with the aim of preventing further violations;

e.) Obtain the required consent from the data subject in each case to the extent that personal data is collected, processed, or used in connection with the use of the service and no legal or other basis for authorization applies;

f.) Check data and information for viruses or other malware before sending this to the Provider, and use state-of-the-art antivirus software;

g.) Designate a knowledgeable contact person and

h.) Report any defects in the services provided to the Provider immediately (no later than the third business day) after becoming aware of these via email. Business days are Monday through Friday excluding public holidays.

1.15.2 The Customer is not authorized to access non-public areas of the service or the underlying technical systems.

1.15.3 The Customer is obligated to take appropriate measures to prevent unauthorized access by third parties to the protected areas of the software. To this end, the Customer shall instruct its employees to comply with copyright law to the extent necessary.

1.16 Data security and data privacy

1.16.1 The Parties shall comply with the applicable data protection regulations and shall require their employees involved in the contractual relationship and its performance to maintain data confidentiality insofar as these employees are not already generally bound by these obligations.

1.16.2 If the Customer collects, processes, or uses personal data, the Customer warrants that it is authorized to do so in accordance with applicable laws, in particular data protection laws, and, in the event of a violation, indemnifies the Provider against any claims by third parties. To the extent that the data processed by the Provider constitutes personal data, this is commissioned data processing. The Provider shall comply with the legal requirements for commissioned data processing and the Customer's instructions (e.g., regarding compliance with obligations to delete and block data). The Customer must comply with the terms of the Data Processing Agreement (DPA). Conclusion of a DPA is required to use the service. This must be concluded between the Parties for the entire duration of use.

1.16.3 The obligations listed in Sections 1.16.1 and 1.16.2 remain in effect as long as customer data remains within the sphere of control of the Provider including beyond the end of the contract.

1.17 Changes to the service and these Terms of Use

1.17.1 The Provider reserves the right to modify services provided free of charge, to make new services available either free of charge or for a fee, and to discontinue the provision of free services. The Provider shall take the legitimate interests of the Customer into account in this.

1.17.2 The Provider reserves the right to amend these Terms of Use, the SLA, and the paid service at any time with effect even within existing contractual relationships to accommodate changes in legal or technical requirements, API compatibility, or in light of further developments of the service or technical progress while maintaining the basic functionalities of the service.

1.17.3 The Customer shall be notified of such modifications by email at least 14 calendar days before the modifications are scheduled to take effect, provided that the modification involves a restriction in the use of previously generated data or other significant disadvantages (e.g., the effort required to adapt to the modification). Unless the Customer objects within 14 calendar days of receiving the notice and continues to use the service even after the objection period has expired, the modifications shall be deemed to have been effectively agreed upon as of the expiration of the period. In the event of an objection, the contractual relationship will continue under the existing terms. In the event of an objection, the Provider is entitled to terminate the contractual relationship with one month's notice effective at the end of the month. The change notification shall inform the Customer of their right to object and the consequences of this.

1.18. Confidentiality

1.18.1 The Parties shall maintain confidentiality of all confidential information coming to their knowledge in the course of the contractual relationship and shall not disclose such information to third parties for any purpose whatsoever without the prior written consent of the other Party. Confidential information includes information expressly designated as confidential by the disclosing Party and information whose confidential nature is evident from the circumstances under which it was provided. This in particular also includes individually agreed prices and exclusive discounts granted.

1.18.2 The obligations in Section 1.18.1 shall not apply to this information or parts thereof for which the receiving Party demonstrates that it

a.) was known to the Party prior to the date of receipt or was generally available, or was lawfully disclosed to the Party by a third party after the date of receipt without any obligation of confidentiality;

b.) was known publicly prior to the date of receipt or was generally available; or

c.) became known to the public or generally available after the date of receipt through no fault of the Party receiving the information.

1.18.3 Public statements by the Parties regarding cooperation shall be made only by prior mutual agreement. The Customer is not authorized to act as a representative or business partner of the Provider. Without the Provider's prior consent, the Customer is not authorized to use information about a proposed or existing contractual relationship for reference or marketing purposes.

1.18.4 The obligations in Section 1.18.1 shall be effective indefinitely beyond the end of the contract provided that no exceptional circumstance as described in Section 1.18.2 is proven.

1.18.5 The Provider may disclose customer data to third parties only with the Customer's prior consent or in accordance with legal obligations, in particular to government agencies and courts. In the

event of government access, the Provider shall immediately inform the Customer of the nature and scope of such access to the extent permitted by law.

1.19 Liability

1.19.1 The provider is liable in accordance with the provisions of the law

a.) in the event of intent or gross negligence

b.) as per the regulations of Product Liability Act

c.) to the extent covered by a warranty provided by the Provider, as well as

d.) in case of injury to life, body, or health of a person.

1.19.2 In the case of property harm or financial harm caused by negligence in any other manner, the Provider and its agents shall be liable only in the event of a violation of a material contractual obligation, with the amount of liability limited to the harm that was foreseeable at the time the contract was concluded and that is typical for this type of contract; Essential contractual obligations are those whose fulfillment characterize the contract and on which the Customer may rely (hereinafter referred to as "cardinal obligations").

1.19.3 Notwithstanding the provision in Section 1.19.1, the Provider's liability in the event of a violation of a fundamental obligation due to slight or ordinary negligence as proven by the Customer shall be limited in amount for all loss events occurring in the same contract year in accordance with the following provisions:

a.) The maximum liability per contract year is 100% of the compensation paid by the customer in the year the loss occurred, up to a maximum of 100,000 euros.

b.) If the maximum liability limit is not exhausted in a given contract year, this does not increase the maximum liability limit for the following contract year. A contract year in the aforementioned sense is the first twelve months after time of provision pursuant to the individual order and every subsequent twelve-month time period.

1.19.4 Strict liability for damages arising from defects that already existed at the time the contract was concluded is excluded.

1.19.5 The aforementioned limitations of liability also apply in the event of fault on the part of any agent of the Provider, as well as to the personal liability of the Provider's employees, agents, and governing bodies.

1.19.6 If the service is provided free of charge, the Provider assumes no liability for damages resulting from the use of the service except in cases of gross negligence or willful misconduct. Liability under the Product Liability Act is not excluded even if the service is provided free of charge.

1.19.7 The Provider assumes no liability for the uninterrupted availability of systems or for system-related failures, interruptions, and malfunctions of the technical equipment and services that are not attributable to the Provider. The Provider is in particular not liable for any disruption in the quality of access to the services due to force majeure (such as war, pandemics, natural disasters, or similar events) or due to events for which the Provider is not responsible. These include, in particular, strikes, lockouts, lawful internal labor disputes, and official orders. This also includes the complete or partial failure of the communication and network infrastructures and gateways of other providers and operating companies that are necessary for the Provider to provide its services. The Provider is entitled to postpone the performance of its obligations for the duration of the impeding event plus a reasonable grace period. The Provider assumes no liability for minor interruptions. Furthermore, the Provider shall not be liable for defects arising from risks attributable to the Customer or other third parties, in particular for defects caused by improper operation or modification of the applications or other third-party software, by contamination of relevant software components with computer viruses, the use of unsuitable data carriers, defective hardware, failure of the power supply or data transmission lines, or defects resulting from inadequate information security or unsuitable environmental conditions at the location where the applications are operated.

1.19.8 The Provider is liable for compliance with the obligations set forth in the Data Act within the framework of the statutory provisions.

1.20 Term and termination

1.20.1 If not otherwise agreed, the contract for the respective individual order is concluded for the duration of 12 months (contract year) and enters into force with the agreement on the individual order.

1.20.2 If not otherwise agreed, either Party may terminate the individual order at any time by giving three months' written notice effective at the end of a contract year. Unless it is terminated at the end of a contract year, the contract is

extended by a further 12 months. Termination of the individual order also constitutes termination of the user account and, if applicable, of all user accounts provided for the Customer's end customers, effective as of the next possible date. All other agreements within the contractual relationship that relate to the individual order and these Terms of Use, in particular the SLA, shall be deemed terminated at the same time. The DPA terminates at the same time, unless customer data remains within the Provider's sphere of control (see Section 1.15.3).

1.20.3 The right of the Parties to terminate the contract for good cause without notice remains unaffected. Good cause exists if one Party materially violates the obligations expressly set forth in these Terms of Use and the entire contractual relationship, and in particular if

a.) the other Party has filed for the commencement of insolvency proceedings or intends to do so within the next 14 calendar days;

b.) a third party has filed a petition to open insolvency proceedings;

c.) the other Party is forced to suspend payments due to financial difficulties;

d.) measures were taken against the other Party in connection with financial difficulties to satisfy the claims of third-party creditors; or

e.) the other Party has agreed to arrangements for the satisfaction of claims by third-party creditors in conjunction with payment difficulties.

1.20.4 Furthermore, a valid reason entitling the Provider to terminate the contract without notice exists if the Customer is more than two months in arrears with the payment of the annual fee calculated from the start of the respective new contract year, or is in arrears within the same period with payment of a fee amounting to the annual fee. In the event of extraordinary termination attributable to the Customer, the Provider may demand lump-sum compensation for damages, payable immediately in a single installment, to the amount of 50% of the annual fee. The Customer reserves the right to prove lower damages, and the Provider reserves the right to prove higher damages.

1.20.5 Upon termination of the contractual relationship, all of the Customer's relevant authorizations and registrations shall automatically expire.

1.21 Obligations upon and after termination of the individual order

1.21.1 The Provider will delete the customer data from all of the Provider's systems one month after the termination of the individual order, unless the Provider is subject to its own statutory retention periods. The Customer is obligated to export and back up the customer data on their own responsibility in a timely manner prior to the completion of the individual order or the expiration of the aforementioned deadline. At the Customer's request, the Provider will assist the Customer in this matter to the greatest extent possible. The Parties will agree on the details separately.

1.21.2 In the event of termination of the individual contract, the Provider will make every effort, upon request, to assist the Customer as best as possible in switching to another service provider. The Parties will agree on the details separately.

1.22 Amendment of the General Terms and Conditions

1.22.1 The Provider reserves the right to amend these General Terms and Conditions at any time, provided that reasonable notice of at least six weeks is given. The Provider shall notify the Customer of the respective change in text form.

1.22.2 If the Customer does not object within two weeks of receiving the amended General Terms and Conditions, these shall be deemed accepted. In the event of an objection, the contract shall continue unchanged under the existing terms and conditions, with the Provider, however, entitled to terminate the contract with due notice.

1.23 Final provisions

1.23.1 The existing agreement is subject to the law of the Federal Republic of Germany with the exclusion of the UN Sales Convention.

1.23.2 The place of performance and the exclusive legal venue for all disputes arising out of or in connection with the contractual relationship is the Provider's registered office, unless a statutory provision mandatorily prescribes a different venue.

1.23.3 Should any provision of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. The contracting Parties shall replace the invalid provision by mutual agreement with a legally valid provision that most closely reflects the economic intent and purpose of the invalid provision. The aforementioned provision applies accordingly in the event of gaps in the regulations.

2 SERVICE LEVEL AGREEMENT FOR SOFTWARE AS A SERVICE

This SLA sets forth provisions regarding the maintenance and support of the software provided by the Provider, GROB-WERKE GmbH & Co. KG, the performance of maintenance work, support availability, and incident management.

2.1 Definitions

2.1.1 Downtime refers to the total number of hours during which the essential functions of the service as defined in the contract are unavailable while the system is operational.

2.1.2 Incident management is the handling of incidents.

2.1.3 Response time is the period of time within which the Provider begins to perform the task of addressing a service disruption reported by the Customer. The response time is suspended outside the hours of availability specified in 2.3.1.

2.1.4 SLA is this Service Level Agreement.

2.1.5 Contract means the agreement between the Customer and the Provider on the provision of the service by the Provider and the use of the service by the Customer.

2.1.6. Availability means that the customer can run and use the essential functions of the service at the handover point as defined in the General Terms and Conditions.

2.1.7 Maintenance is all maintenance activities required to keep the service running, resolve service interruptions, backup data and/or activities required to improve, enhance or upgrade functionality to ensure that the service can be used in accordance with the contract.

2.1.8. There is a defect or malfunction if the software deviates from the agreed-upon specifications or the customary standards of

functionality and quality and this impairs its use in accordance with the contract.

2.1.9. Business days in the context of these General Terms and Conditions are Monday through Friday excluding statutory public holidays at the Provider's registered office.

2.2 Service content and service packages

2.2.1 For this contract, the Provider shall provide the following services ("customer support"):

a.) Support services (second-level support) for the functions of the contracted software, provided by means of a hotline.

b.) Handling of defects and malfunctions occurring during the proper use of the contractual software

c.) Creation and installation up to four software versions per month via remote maintenance

d.) Analysis of user reports (second-level support)

e.) Evaluation of automatically generated system logs and resolving defects (proactive bug fixes)

2.2.2 Error handling in the context of this contract includes identifying the cause of the defect, performing error diagnostics, and services aimed at resolving the defect (in particular patches and service packs). Error handling services can also be carried out via the supply of a workaround, update or upgrade at the discretion of the Provider and also via the supply of a new version after consultation with the Customer.

2.2.3 Customer support is provided exclusively through remote installation or maintenance. If a different location for the provision of services becomes necessary, in particular the Customer's place of business, the Customer must request this in advance from the Provider via email. The Provider then informs the customer of the

timeframe within which on-site customer support is available and the additional costs that the Customer must bear.

2.2.4 The following are not included in the customer support services:

- Services outside of the agreed support availability periods;
- Services for the contractual software, if and to the extent that it is not used in accordance with the terms of use specified by the Provider;
- Services related to the contractual software if this has been edited, modified, translated or otherwise altered by the Customer or if the Customer has had others edit, modify, translate or otherwise alter it;
- Services for computer programs or parts thereof that are not part of the contractual software;
- Services for the contractual software for which updates or other bug fixes provided by the Provider have not been installed and the reported defect has already been fixed in these updates or fixes unless installing them would be unreasonable for the Customer for reasons beyond their control;
- Maintaining, servicing and backing up the database management system;
- Services that become necessary because the Customer fails to fulfill their obligation to cooperate.

2.2.5 At the Customer's request, the Provider shall provide additional services related to the contractual software that are not included in Section 2.2.1, subject to a review of the specific scope of the services and their feasibility, in exchange for a fee to be agreed upon separately.

2.3 Incident management

2.3.1 Customer Support shall be provided in accordance with the following description of the service level, taking into account the explanations provided in Sections 2.3.2 and 2.3.3:

a.) Service hotline: The GROB service hotline is available to the Customer for reporting defects and malfunctions 24 hours a day, seven days a week. Exceptions include the public holidays for Easter, Pentecost, and Christmas, as well as 31 December and New Year's Day.

b.) Response time: The Provider shall confirm the receipt of the defect report within 8 hours after the defect has been described in sufficient detail in accordance with Section 2.3.2 by the Customer to the Provider if the report of the defect was received on a working day during standard business hours, otherwise the 8 hours start from the beginning of the following working day at the start of standard business hours.

b.) Troubleshooting for Class A (showstopper) or Class B (critical) defects shall begin no later than two business days after the Customer has provided the Provider with a sufficiently detailed defect description as defined in Section 2.3.2.

c.) Troubleshooting for Class C (minor) defects shall begin as promptly as possible in coordination with the Customer after the Customer has provided the Provider with a sufficiently detailed defect description as defined in Section 2.3.2.

e.) All times are given in Central European Time (CET) or Central European Summer Time (CEST) which are the time zones in effect in Germany.

f.) The Provider always makes every effort and places the highest priority on resolving service disruptions as quickly as possible; however, it is not possible to specify or guarantee fixed resolution times in advance, as service disruptions can take many different forms and have a wide variety of causes. The Provider will make every effort to resolve service disruptions as quickly as possible and will keep the Customer regularly informed about the progress of the resolution.

2.3.2 A sufficiently detailed description of the defect by the Customer is considered to have been provided if the defect symptoms and steps already taken have been reported via the GROB service hotline. The Customer must ensure that the defect report includes the following information in particular:

- The name of the user account/company;
- The email address and telephone number of the Customer contact person;
- The detailed description of the defect/malfunction so it can be reproduced;
- The affected service and affected functionality of the service;
- The date and time of occurrence of the defect/malfunction;
- The defect/malfunction category given by the Customer;
- The defect/malfunction must be reproducible;

2.3.3 The defect/malfunction classes describe the technical severity of defects/malfunctions.

A defect or malfunction is showstopper class (class A) when the application cannot be used because its basic functionality is not

available and cannot be restored even through a workaround, or when data loss occurs or data cannot be saved.

A defect or malfunction is critical (class B) when the use of the application is severely restricted because an important function is missing and the application is significantly impaired (e.g., also due to crashes).

A defect or malfunction is minor (class C) when the contractual service can be used without any restrictions or with only minor restrictions.

2.3.4 The Customer and the Provider shall mutually agree on the prioritization of defects. If the Parties are unable to agree on a prioritization, the Provider shall decide based on the description of the defect classes exercising its best judgment.

2.3.5 Support does not cover problems with or damage to the software if these problems or harm were caused by

- Negligence, misuse, or improper operation on the part of the Customer;
- Operating, using, or storing/hosting the software in a manner inconsistent with the documentation, or failing to comply with the specifications or restrictions set forth by the Provider;
- Modifications to the software that were not made or approved by the Provider;
- Third-party actions;
- Third-party products; and/or
- Force Majeure;

2.4 Cooperation and obligations of the Parties

2.4.1 The Parties agree to cooperate closely and efficiently, a process in which the Customer's responsibility regarding personnel, organization, subject-matter expertise, and technical aspects is also essential. The Customer must fulfill the following obligations in particular:

- Providing the proper documents, documentation, and information necessary for the performance of the service, in particular regarding existing systems, equipment, computer programs, and program components intended to interact with the service to be provided;
- Providing the necessary equipment; in particular the production server environment and the necessary technical infrastructure (hardware, data transmission lines); the hardware, the operating system, and the browsers of the clients as well as the database system must each be up to date;
- Granting access to the production system (incl. database) per remote access (remote desktop connection);
- Documenting any defects or malfunctions in the services provided, whether identified during testing or in live operation, in a reproducible or, at the very least, traceable manner, and notifying the Provider immediately;
- Providing, at its own expense, the facilities, equipment, and personnel with the appropriate technical expertise, to the extent necessary for the provision of services;
- Implementing appropriate data backup measures, including regular backups and the ability to restore the data;
- Fulfilling the (cooperation) obligations in a timely manner, taking (cooperation) actions in a timely manner, and submitting statements in a timely manner;

2.4.2 The Customer shall support the Provider in the performance of the contract to the extent required. The Customer must duly provide the resources and/or implement the measures listed in detail in Section 2.4.1. The Customer shall furthermore ensure that a contact person is designated for the Provider who is available during the agreed time period, has experience working with the contractual software, and is authorized to make the necessary statements on behalf of the Customer in connection with the continuation of the contract. Only designated contact persons are authorized to submit defect reports. The contact person must be communicated to the service hotline in writing. Any changes to contact persons must be communicated to the Provider immediately in the same manner. The Customer shall furthermore ensure that the Provider has access to the necessary information at all times and is provided with all required documents in a timely manner.

2.4.3 Before reporting a defect, the Customer shall, to the best of its ability, analyze the system environment to ensure that the defect is not attributable to system components that are not covered by this agreement.

2.4.4 The Customer shall ensure the ongoing management of the system environment on which the software runs. The Customer shall carry out ongoing maintenance of their system environment (hardware and software).

2.4.5 It is the responsibility of the Customer to regularly back up their data with the diligence of a prudent businessperson, unless and to the

extent that the Provider has been expressly commissioned to perform specific backup tasks. If this has been specifically requested, the Provider must store the backups in such a way that the backed-up data can be restored at any time.

2.4.6 If the Customer defaults on the actions for which it is responsible, the Provider's obligation to perform which cannot be fulfilled without these actions or can be fulfilled only with disproportionate additional effort shall be suspended for the duration of the default. The Customer must reimburse the Provider for any additional expenses incurred as a result, in addition to the agreed-upon compensation. The Provider's statutory right to terminate the contract remains unaffected.

2.4.7 The Provider will make the software available to the Customer within the Provider's system environment in a logically separate account. The Provider shall make the remote access software available to the customer in a secure system environment. The software is not transferred to the Customer. The

software is provided to the customer in its current version or release.

2.4.8 The Provider shall make the software available to the Customer with an availability of at least 99% of the respective calendar month (hereinafter "minimum availability"). In this context, the software is considered available if there is an uninterrupted connection between the servers on which the software is hosted and the point of connection to the Internet, and if the Customer is able to log in and access the software. This does not apply to periods during which the server is unavailable due to technical or other problems beyond the Provider's control (force majeure, third-party negligence, etc.). The minimum availability does not apply to test and development servers.

2.5. Claims for material defects in updates, upgrades, and new program versions

2.5.1 The Provider warrants that the updates, upgrades, and new program versions provided comply with the product description. Claims for defects apply to all defect classes defined in accordance with 2.3.3. Product descriptions do not constitute a warranty unless otherwise agreed in writing. No warranties have been assumed by the provider. Claims for defects are limited to the changes introduced in updates, upgrades, or new versions compared to the previous version. This does not apply to subsequent errors resulting from a defect that existed prior to the update, upgrade, or release of the new version.

2.5.2 Modifications to the IT infrastructure by the Customer that affect the contractual software (e.g., replacement of or configuration changes to hardware at critical points such as firewalls) and the system environment (e.g., upgrading the server operating system to a new major version, but not the installation of security updates publicly released by the manufacturers) must be discussed with the Provider before the modification is implemented. The Customer may commission the Provider to verify that the modifications are compatible with the software covered by the contract. If the modification is made without commissioning a compatibility test or despite a negative test result, and if this results in faults as defined in 2.3.3, the Provider assumes no liability under warranty for these faults. Furthermore, the Provider assumes no liability for defects caused by incorrect data from third-party systems or by defects in the third-party systems themselves.

2.5.3 The Provider shall initially fulfill its obligations to remedy defects through subsequent performance. This subsequent rectification may also be accomplished by providing or installing a new software version or a workaround. If the defect does not impair functionality or only impairs it to an insignificant degree, the Provider is entitled to remedy the defect by supplying a new version or an update as part of its version, update, and upgrade schedule.

2.5.4 If the rectification of a reported defect fails within a reasonable period of time and is not successful even within a further reasonable grace period set by the Customer, or if rectification of the defect is impossible, the Customer may demand a reasonable reduction in the compensation. In addition, the Customer is entitled to the warranty rights under the contract for work and services, subject to the agreed limitation of liability.

2.5.5 Claims for defects are subject to a two-year statute of limitations, beginning in each case from the start of productive use of the service described in 2.5.1. Notwithstanding the aforementioned, the statutory limitation period shall apply if the Provider has acted with malice or intent, or has provided a warranty regarding the specific quality of the service, or if the Provider is liable for injury to life, body, or health, or under the Product Liability Act.

2.6 Maintenance work

2.6.1 The Provider is entitled to perform scheduled and unscheduled maintenance at any time, provided that such maintenance does not interfere with the Customer's use of the service.

2.6.2 The Provider is entitled to suspend the provision of the service for scheduled maintenance. Scheduled maintenance and backups that will significantly disrupt operations or render them unavailable during that period will be communicated to the Customer's designated contact person via a pop-up window within the application five business days prior to the work, specifying the affected time window. Within this period, the Customer may object by notifying the service hotline in writing. The Provider and the Customer will then agree on an alternative time slot.

2.6.3 The Provider is also entitled to perform unscheduled maintenance on the service for good cause, such as when the operation of the service is endangered. This includes, in particular, modifications in emergency situations (so-called "emergency changes") such as the deployment of security patches required to ensure and maintain operation and that require immediate implementation. The Customer must be notified of this unscheduled maintenance immediately, and it must be carried out in such a way as to minimize disruptions to operation as much as possible.

2.7 Other access rights

The Provider is entitled to access the software to verify the Customer's compliance with the software's Terms of Use, including payment, to perform diagnostics and analyses, and to adjust the software's settings to improve the software's performance and/or security, provided that such adjustments do not adversely affect the Customer's use of the software;

to collect system data (not personal data) regarding the use of the software in order to use it to identify and resolve potential defects and faults in the software; to perform statistical analyses; and to support research and development.

2.8 Term/termination/applicability of other contractual provisions

2.8.1 The term of this SLA is directly linked to the underlying contract. This means that the validity and effective date of this SLA coincide with the effective date of the contract and reflect the term of the contract. Accordingly, the term of the SLA also ends upon the expiration or termination of the contract, unless otherwise explicitly agreed.

2.8.2 In addition to the provisions of this SLA, the provisions of the contract (individual order) and the General Terms and Conditions (GTC) shall apply. If any provisions in this SLA conflict with provisions in the General Terms and Conditions or the contract, the latter shall take precedence.

3 ON-PREMISES GENERAL TERMS AND CONDITIONS

3.1 Scope of application, precedence of individual agreements, conflicting General Terms and Conditions, form requirements

3.1.1 These General Terms and Conditions (GTC) apply to the purchase of software applications from GROB-WERKE GmbH & Co. KG, Industriestr. 4, 87719 Mindelheim, www.grobgroup.com, under the GROB-NET4Industry brand (hereinafter referred to as the "Contractor" or "GROB") in an on-premises configuration by the Customer (the Customer and the Contractor are hereinafter collectively referred to as the "Parties" and individually as a "Party"), the associated support and software maintenance provided by the Contractor, as well as the option to store application data for both current and future individual orders unless otherwise expressly agreed upon in writing or in text form between the Parties. Individual agreements between the Contractor and the Customer, particularly those included in a specific offer or order, shall take precedence over these General Terms and Conditions to the extent that they deviate from these. The content of these agreements must be set out in a written contract or in text form.

3.1.2 If third parties, in particular sales partners of the Contractor, make statements that deviate from the agreements set forth in the order and/or these Terms and Conditions, such statements are not covered by the scope of the authority to act on behalf of the Contractor. These therefore do not become part of the contract between the Parties. Claims against third parties may not be brought against the Contractor.

3.1.3 Deviating or contradictory General Terms and Conditions of the Customer do not apply, even if the Contractor does not specifically object to their validity in the individual case. Even if the Contractor refers to a document containing or referring to the Terms and Conditions of the Customer or a third party, this does not constitute agreement to the applicability of those Terms and Conditions.

3.2 Offer and conclusion of contract

3.2.1 Offers from GROB-WERKE GmbH & Co. KG are always subject to change and non-binding. Orders are considered accepted once they have been confirmed in writing by the Customer, a software

agreement has been signed by both Parties, or the Contractor begins providing the service.

3.3 Subject of the contract and delivery

3.3.1 The service description is set out in the order. Otherwise, the service description is set out in the offer.

3.3.2 The contractual software is made available to the Customer as described in more detail in the order. The Contractor is exclusively obligated to provide the software specified in the individual order in the agreed-upon version and to grant the necessary rights of use for it. Additional services, in particular installation, configuration, customization, training, or consulting, are only required if they have been expressly agreed upon. The Contractor is not obligated to adapt the software to the Customer's individual needs or technical environment unless this has been expressly agreed upon. Similarly, there is no obligation to provide future versions, updates, or upgrades, unless this has been expressly agreed upon or is required by law. The contractual software includes technical documentation which the client will receive in digital form via a link. New versions of the software covered by the contract including updates and upgrades that GROB-WERKE GmbH & Co. KG provides to the Customer during the term of the contract are part of the software maintenance. Upgrades in the context of this contract are an improved version of the contractual software that includes significant new features compared to the previous version. As part of its support for the ongoing operation of the licensed software, GROB provides support in accordance with Section 3.4 and also enables the storage of the Customer's application data.

3.3.3 The Customer shall receive one copy of the contractual software on a data carrier (IPC, IPC memory card) or via download, as well as one copy of the technical specifications. Provided that these can be delivered in digital form according to the order, these may be stored on the same data carrier as the delivery copy. The Customer is solely responsible for installing the contractual software unless otherwise agreed upon in the order.

3.3.4 GROB regularly improves the contractual software and updates it through updates and upgrades. GROB provides the Customer with updates and upgrades as agreed upon in the same manner as the

software itself. Installation is the responsibility of the Customer unless otherwise agreed upon.

3.3.5 The Contractor shall provide software maintenance and support services exclusively to the extent agreed upon in the contract. Unless expressly agreed upon, the Contractor is not obligated to provide, in particular, any modifications, further developments, installations, configurations, or training. Maintenance and support services are, in principle, services. A specific result is only guaranteed if this has been expressly agreed upon.

3.4 Support

3.4.1 The Contractor shall make a hotline available to the customer as the first point of contact for issues arising in connection with the contractual software provided. Support availability, defect classes and response times are defined in the SLA. If the specific order or the associated technical specifications specifies an availability that differs from that in the SLA, that specification takes precedence.

3.4.2 The person reporting the problem shall be notified at regular intervals about the status of the issue and the solution until the solution has been implemented and the problem has been resolved. However, if the Contractor's assessment of the ticket for the defect determines that the defect is due to a violation of Section 3.9 by the Customer or to other reasons for which the Contractor is not responsible, e.g., a server migration by the Customer or IT modifications made by the Customer on their own, the defect ticket will be returned to the Customer. In this case, the Customer is responsible for resolving the problem on their own, or they may request paid support from the Contractor. The Contractor shall provide support to the extent possible at hourly rates to be agreed upon at that time.

3.5 Remuneration, price adjustment

3.5.1 The Customer agrees to pay GROB the agreed-upon fee for the purchase of the software applications covered by this contract plus applicable VAT. The compensation amount is defined by the prices agreed upon in the individual order. Compensation for support, software maintenance and the capacity to store application data is calculated per contract year and is due in advance at the beginning of each usage period.

3.5.2 GROB is entitled to increase the compensation for support, software maintenance and the capacity to store application data for the first time twelve months after the conclusion of the contract, subject to three months' written notice effective at the end of the month. Further increases to the respective adjusted compensation items may be requested no earlier than 12 months after the last price adjustment. In the event of a change in compensation, the Customer has the right to terminate the individual order within six weeks of the price adjustment taking effect, provided that the increase exceeds 10% of the latest applicable valid prices.

3.5.3 The Customer may request other services from GROB that are not covered by the compensation agreed upon in the individual order. GROB will first determine whether it is willing to provide these services and, if so, submit a separate offer to the Customer.

3.5.4 All prices are quoted in euros plus value-added tax at the statutory rate in effect at the time. In addition to the payments due for the individual order, the Customer shall pay the applicable statutory value-added tax. Payment is due on the date of the respective invoice and must be made within 14 calendar days to the account specified in the invoice. If ongoing payments are due, the value-added tax rate in effect at the time the respective claim becomes due shall apply.

3.5.5 Each Party is responsible, as required by applicable law, for identifying and paying all taxes and other government levies (as well as any penalties, interest, and other surcharges thereon) imposed on that Party in connection with the transactions and payments for the respective individual order.

3.5.6 All payments made by the Customer to GROB under the individual order shall be made without any deductions or withholdings. Offsetting against claims other than those that are undisputed or have been legally established is not permitted. Unless otherwise agreed, the Customer may not reduce ongoing payments in the event of defects. Any right to reclaim remuneration paid subject to reservation remains unaffected. The exercise of a right of retention not based on a right arising from the contractual relationship is not permitted.

3.6 Rights of use and scope of use

3.6.1 For the term of the individual order, GROB-WERKE GmbH & Co. KG grants the Customer the non-exclusive, non-sublicensable, and non-transferable right to use the contractual software within the scope of its functionalities and the intended use as set forth in the technical

specifications. Within this framework, the Customer is entitled to save, print, and reproduce the provided technical specifications in a reasonable number of copies for the purposes of the respective order, while retaining any existing intellectual property notices. Access to the contractual software by the Customer's business partners is not permitted unless the Parties have agreed to this in advance in a separate agreement specifying the specific individuals among the business partners, and the Customer warrants that this access will occur exclusively within the scope of the intended use of the contractual software for the Customer's business purposes in compliance with all agreed Terms of Use (e.g., as part of a product offering requiring access to individual functionalities of the contractual software by the Customer to or in collaboration with its business partners).

3.6.2 The open source software components used in the contractual software of the Contractor are listed in the technical specifications or the software itself if the terms of the open source software require this.

3.6.3 If the Contractor provides new versions, updates, upgrades, modifications or extensions to the contractual software as part of software maintenance or makes other changes to the contractual service, the provisions in Section 3.6 also apply to these even if the modifications or extensions were commissioned and paid for separately by the Customer.

3.6.4 The Customer is not entitled to any rights not expressly granted to the Customer. The Customer is in particular not entitled to

a.) use the contractual software beyond the scope of use agreed upon, or to allow third parties to use it;

b.) make the contractual software available to third parties unless they use the service exclusively on behalf of and for the Customer, or c.) edit, reproduce, or make the contractual software available to third parties for a limited period of time, in particular not to rent or lend.

3.6.5 The contractual software may not be used for unlawful purposes, whether in violation of applicable law, regulatory requirements or third-party rights.

3.6.6 The Customer is obligated to ensure compliance with the provisions of these terms.

3.6.7 If the Customer violates the provisions of Section 3.6, the Contractor may suspend access to the contractual software for the Customer after prior Customer notification in text form if the violation can be remedied in this manner. This suspension must be lifted as soon as the reason for the suspension no longer exists. If, despite having been notified by the Contractor, the Customer continues to violate or repeatedly violates the provisions of Section 3.6, the Contractor may extraordinarily terminate the order without observing a notice period, unless the Customer is not responsible for these violations. The Contractor's right to claim damages remains unaffected.

3.7 Claims for defects

3.7.1 The Contractor warrants that the delivered software in the agreed-upon version is free of reproducible defects at the time of the transfer of risk that impair its contractual use to a more than insignificant extent. A defect exists if the contractual software does not perform the functions specified in GROB's technical specifications or offer or otherwise fails to function as intended, thereby rendering its use impossible or significantly restricted.

3.7.2 The software shall be deemed free of defects if it substantially conforms to the specifications agreed upon in the individual order. Further suitability or compatibility, particularly with future system environments or the Customer's specific requirements is not guaranteed.

3.7.3 Claims for defects shall not apply to defects caused by improper use, modifications to the software made by the Customer or third parties, use in an unapproved system environment, or other circumstances for which the Contractor is not responsible.

3.7.4 The Contractor is entitled to remedy defects at its discretion, either by repair or by replacement. If the subsequent performance fails twice, the Customer may reduce the payment or withdraw from the contract.

3.7.5 If the Customer fails to provide timely and proper notice of defects as defined in Section 3.9.5, the software shall be deemed approved. In this case, warranty claims are excluded unless the defect was fraudulently concealed at the time of transfer of risk.

3.7.6 Claims for defects shall not apply to defects caused by improper use or modifications to the software made by the Customer or third parties or other circumstances for which the Contractor is not responsible.

3.7.7 If the contractual software is provided free of charge, the Contractor assumes no liability under warranty and/or obligation to perform maintenance except in cases of fraudulent intent.

3.7.8 If the Contractor provides defective maintenance or support services, the Customer is entitled to the statutory rights arising from a breach of duty pursuant to §§ 280 et seq. of the German Civil Code (BGB). A defect under a contract for work and materials only exists if a specific result was to be delivered. The Contractor is entitled to remedy any defective performance at its discretion either by providing the service again or by rectifying the defect. Defects resulting from insufficient cooperation on the part of the Customer, modifications to the software made by the Customer or third parties, or an unsuitable system environment do not give rise to any claims against the Contractor.

3.8 Liability, adjustment of the contract in the event of force majeure, impossibility

3.8.1 GROB-WERKE GmbH & Co. KG shall be liable in accordance with the statutory provisions

- a.) in the event of intent or gross negligence
- b.) as per the regulations of Product Liability Act
- c.) to the extent of any guarantee given by GROB-WERKE GmbH & Co. KG
- d.) in case of injury to life, body, or health of a person.

3.8.2 In the case of property harm or financial harm caused by negligence in any other manner, the Contractor and its agents shall be liable only in the event of a violation of a material contractual obligation, with the amount of liability limited to the harm that was foreseeable at the time the contract was concluded and that is typical for this type of contract; Essential contractual obligations are those whose fulfillment characterize the contract and on which the Customer may rely (hereinafter referred to as "cardinal obligations").

3.8.3 Notwithstanding the provision in Section 3.8.1, the Contractor's liability in the event of a violation of a fundamental obligation due to slight or ordinary negligence as proven by the Customer shall be limited in amount for all loss events occurring in the same contract year in accordance with the following provisions:

- a.) The maximum liability per contract year is 100% of the compensation paid by the Customer in the year the loss occurred, up to a maximum of 100,000 euros.
- b.) If the maximum liability limit is not exhausted in a given contract year, this does not increase the maximum liability limit for the following contract year. A contract year in the aforementioned sense is the first twelve months after time of provision pursuant to the individual order and every subsequent twelve-month time period.

3.8.4 Strict liability for damages arising from defects that already existed at the time the contract was concluded is excluded.

3.8.5 Subject to the provisions of Section 3.8.1, GROB-WERKE GmbH & Co. KG shall not be liable for the loss of customer data if the harm results from the Customer's failure to perform backups and thereby ensure that lost customer data can be restored with reasonable effort, or has failed to implement technical measures to protect its data in accordance with the current state of the art.

3.8.6 The aforementioned limitations of liability also apply in the event of fault on the part of any agent of GROB-WERKE GmbH & Co. KG, as well as to the personal liability of the Contractor's employees, agents, and governing bodies.

3.8.7 If the service is provided free of charge, GROB-WERKE GmbH & Co. KG assumes no liability for damages resulting from the use of the service except in cases of gross negligence or willful misconduct. Liability under the Product Liability Act is not excluded even if the software is provided free of charge.

3.8.8 In the event that unforeseeable events (such as force majeure, natural disasters, war, pandemics, civil unrest, or similar events) significantly alter the economic significance or the scope of the delivery or have a significant impact on the operations of GROB-WERKE GmbH & Co. KG, the contract shall be reasonably adjusted in accordance with the principles of good faith. Where this is not economically viable, GROB-WERKE GmbH & Co. KG shall be entitled to withdraw from the contract. If it wishes to exercise this right of withdrawal, it must notify the Customer immediately upon realizing the significance of the event, even if an extension of the delivery period had initially been agreed upon with the Customer.

3.8.9 If delivery is impossible, the Customer is entitled to claim damages, unless GROB-WERKE GmbH & Co. KG is not responsible for the impossibility of delivery. However, the Customer's claim for damages is limited to 10% of the value of that portion of the delivery which, due to impossibility, cannot be put into proper operation. This limitation does not apply in cases where liability is mandatory due to

willful misconduct, gross negligence, or injury to life, body, or health; this does not entail a modification in the burden of proof to the detriment of the Customer. The Customer's right to withdraw from the contract remains unaffected.

3.8.10 GROB shall not be liable for defects arising from risks attributable to the Customer or other third-party providers of software or hardware, in particular for defects caused by improper operation or modification of the applications or by third-party software, by contamination of relevant software components with computer viruses, the use of unsuitable data carriers, defective hardware, failure of the power supply or data transmission lines, or defects resulting from inadequate information security, unsuitable environmental conditions at the location where the applications are operated/accessed or force majeure.

3.8.11 The Customer is solely responsible for all content used and data processed by the Customer via the contractual software as well as for any legal rights that may be required for this purpose. In this regard, the Customer agrees to indemnify GROB against any liability and all costs, including potential and actual costs of legal proceedings, in the event that GROB is held liable by third parties, including the Customer's own employees, as a result of alleged acts or omissions by the Customer. GROB will notify the customer of the asserted claim and, to the extent permitted by law, give the Customer an opportunity to defend against the claim. At the same time, the Customer shall immediately and fully disclose to GROB all information available to it regarding the facts that are the subject of the claim. Any further claims for damages by GROB remain unaffected.

3.8.12 Liability for lost profits, loss of production, business interruption, or consequential harm is excluded, unless such liability arises under Section 3.8.1.

3.9 Customer obligations

3.9.1 To use the contractual software, the Customer must meet the system requirements specified in the technical specifications or in GROB's offer. The Customer bears sole responsibility for this. The Customer knows the key features of the software covered by the contract and is responsible for ensuring that it meets their expectations, wishes, and needs.

3.9.2 The Customer agrees to provide, free of charge, all conditions required for the performance of the contractually agreed services. These requirements are, among others, that the Customer

- provides test data, required information and auxiliary equipment
- handles operation and system maintenance (operating systems, etc.)
- provides staff from their department (contact persons from the various departments)
- implements ongoing technical measures in accordance with the current state of the art to protect their data (e.g., use of antivirus software)

3.9.3 The customer shall install the contractual software including any updates and upgrades provided in accordance with GROB's instructions.

3.9.4 The Customer's contractual obligations generally include testing the delivered software (particularly in the case of custom software or modifications and partial deliveries) and entering the master data.

3.9.5 The Customer shall inspect the contractual software immediately upon delivery and report any defects found in writing immediately. Defects that are not immediately apparent must be reported in writing as soon as they are discovered. Section 377 of the German Commercial Code (HGB) applies. Defect reports must include a clear description of the alleged defect including the symptoms of the error, the system environment, and the steps that lead to the defect occurring. Notices of defects that are insufficiently specified are not considered valid.

3.9.6 The Customer shall immediately report in writing any deficiencies in the Contractor's performance regarding software maintenance and shall give the Contractor the opportunity to remedy the situation.

3.9.7 If the Customer reports a defect or fault, the Customer is obligated to assist in remedying it to the extent that it is technically feasible. In particular, relevant detailed information must be provided, such as the number of affected users, a description of the system and hardware environment, and, if applicable, any third-party software that was running at the same time. If it is necessary to provide reproducible examples of the identified malfunctions in order to remedy the defect or error, the Customer is obligated to do so. If it is necessary for the Contractor to have access to the software installed at the Customer's premises in order to remedy the defect or error, the Customer must grant such access.

3.9.8 The Customer is obligated to take appropriate measures to prevent unauthorized access by third parties to the protected areas of the contractual software. The Customer must keep the provided login credentials confidential and ensure that any employees who are provided with login credentials do the same.

3.9.9 The Customer is solely responsible for the proper, complete, and regular backup, entry, and maintenance of its data and information, as well as the documents provided by GROB in the course of contract fulfillment.

3.10 Support and use of employees on customer premises

3.10.1 Support services by GROB are listed in the SLA.

3.10.2 For all employees deployed by GROB at the Customer's premises, GROB retains the unrestricted right to issue instructions and direct these employees in their dealings with the customer. GROB shall in particular be responsible for the decision concerning the selection and number of deployed employees, determining working hours and ordering any overtime, granting leave and time off, performing work checks and monitoring for proper execution of work processes.

3.11 Third-party software

3.11.1 To the extent that GROB provides third-party software to the Customer, GROB shall act as an intermediary between the Customer and the third-party provider for the provision of the third-party software covered by the contract, including, in particular, the use of third-party SaaS services. In this case, GROB acts solely as an intermediary, and the contract governing the use of the third-party software specified by the Customer and the purchase of the software licenses specified by the Customer is concluded exclusively between the Customer and the respective third-party provider. In this case, GROB handles the quotation, ordering, and invoicing process on behalf of the respective third-party provider.

3.11.2 With regard to the Customer's use of third-party software, in particular the current scope of functionality, the Customer's rights of use, liability for defects, and liability, maintenance and support provided by the third-party provider, data protection provisions, as well as the term and termination, the provisions agreed upon between the Customer and the respective third-party provider shall apply. The Customer is responsible for obtaining this information independently from the third-party provider, particularly by reviewing the provider's current service descriptions and terms of use.

3.12 Data protection

3.12.1 To the extent that GROB-WERKE GmbH & Co. KG is required to process personal data in the course of its work on the software covered by this contract, GROB-WERKE GmbH & Co. KG shall comply with applicable data protection laws and take the necessary security measures or agree upon such measures with the Customer.

3.13 Intellectual property and property rights of GROB-WERKE GmbH & Co. KG

3.13.1 GROB-WERKE GmbH & Co. KG retains all rights to the software delivered to the client, all rights to parts of this software, and all rights to software derived from it in whole or in part, including any associated materials. This also applies if the Customer modifies the software to the extent permitted by the contract or integrates it with its own software or that of a third party. The Customer is granted only a non-exclusive right to use the software, the scope of which is otherwise set forth in Section 3.5.

3.13.2 The Customer shall not remove any existing labels, intellectual property notices, or ownership notices of GROB-WERKE GmbH & Co. KG from the software, but shall include them in any copies created as appropriate.

3.13.3 The Customer shall be liable to GROB-WERKE GmbH & Co. KG for all damages resulting from a violation of the Customer's aforementioned obligations.

3.14. Confidentiality

3.14.1 The Parties shall maintain confidentiality of all confidential information coming to their knowledge in the course of the contractual relationship and shall not disclose such information to third parties for any purpose whatsoever without the prior written consent of the other party. Confidential information includes information expressly designated as confidential by the disclosing Party and information whose confidential nature is evident from the circumstances under which it was provided.

3.14.2 The obligations in Section 3.14.1 shall not apply to this information or parts thereof for which the receiving Party demonstrates that it

a.) was known to the Party prior to the date of receipt or was generally available, or was lawfully disclosed to the Party by a third party after the date of receipt without any obligation of confidentiality;

b.) was known publicly prior to the date of receipt or was generally available; or

c.) became known to the public or generally available after the date of receipt through no fault of the Party receiving the information.

3.14.3 Public statements by the Parties regarding cooperation shall be made only by prior mutual agreement. The Customer is not authorized to act as a representative or business partner of the Contractor. Without the Contractor's prior consent, the Customer is not authorized to use information about a proposed or existing contractual relationship for reference or marketing purposes.

3.14.4 The obligations in Section 3.14.1 shall be effective indefinitely beyond the end of the contract provided that no exceptional circumstance as described in Section 3.14.2 is proven.

3.15 Term and termination of the contract

3.15.1 The term of the contract for software maintenance, support, and the option to store application data is specified in each individual order. If not otherwise agreed there, the contract for the respective order is concluded for the duration of 12 months (contract year) and enters into force with the agreement on the order.

3.15.2 If not otherwise agreed, either Party may terminate the order at any time by giving three months' written notice effective at the end of a contract year. Unless it is terminated at the end of a contract year, the order is extended by a further 12 months. All other agreements within the contractual relationship that relate to the order and these GTC, in particular the SLA, shall be deemed terminated at the same time.

3.15.3 The right of the Parties to terminate the contract for good cause without notice remains unaffected. Good cause exists if one Party materially violates the obligations expressly set forth in these GTC and the entire contractual relationship, and in particular if

a.) the other Party has filed for the commencement of insolvency proceedings or intends to do so within the next 14 calendar days;

b.) a third party has filed a petition to open insolvency proceedings;

c.) the other Party is forced to suspend payments due to financial difficulties;

d.) measures were taken against the other Party in connection with financial difficulties to satisfy the claims of third-party creditors; or

e.) the other Party has agreed to arrangements for the satisfaction of claims by third-party creditors in conjunction with payment difficulties.

3.15.4 Furthermore, a valid reason entitling the Contractor to terminate the contract without notice exists if the Customer is in arrears with the payment of the fee or a significant portion thereof for two consecutive months, or, over a period extending beyond two months, is in arrears with payment of remuneration amounting to the remuneration for the last two months prior to the notice of termination being given. In the event of extraordinary termination attributable to the Customer, the Contractor may demand lump-sum compensation for damages, payable immediately in a single installment, to the amount of 50% of the monthly basic fees remaining until the end of the regular contract term. The Customer reserves the right to prove lower damages, and the Contractor reserves the right to prove higher damages.

3.15.5 Upon termination of the contractual relationship, all of the Customer's relevant authorizations and registrations shall automatically expire.

3.16. Limitation period

3.16.1 Warranty claims arising from the purchase of software are subject to a statute of limitations of twelve months from the transfer of risk.

3.16.2 Claims for defective performance of maintenance and support services are subject to a statute of limitations of twelve months from the date on which the breach of duty is discovered.

3.17 Amendment of the General Terms and Conditions

3.17.1 GROB reserves the right to amend these General Terms and Conditions at any time, provided that reasonable notice of at least six weeks is given. GROB shall notify the Customer of the respective change in text form.

3.17.2 If the Customer does not object within two weeks of receiving the amended General Terms and Conditions, these shall be deemed accepted. In the event of an objection, the contract shall continue unchanged under the existing terms and conditions, with GROB, however, entitled to terminate the contract with due notice.

3.18 Place of performance, place of jurisdiction and final provisions

3.18.1 The existing agreement is subject to the law of the Federal Republic of Germany with the exclusion of the UN Sales Convention.

3.18.2 The place of performance and the exclusive legal venue for all disputes arising out of or in connection with the contractual relationship is GROB's registered office, unless a statutory provision mandatorily prescribes a different venue.

3.18.3 Should any provision of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. The contracting Parties shall replace the invalid provision by mutual agreement with a legally valid provision that most closely reflects the economic intent and purpose of the invalid provision. The aforementioned provision applies accordingly in the event of gaps in the regulations.

4 ON-PREMISES SERVICE LEVEL AGREEMENT

This SLA sets forth provisions regarding the maintenance and support of the software provided by the Contractor, GROB-WERKE GmbH & Co. KG, the performance of maintenance work, support availability, and incident management.

4.1 Definitions

4.1.1 Downtime refers to the total number of hours during which the essential functions of the service as defined in the contract are unavailable while the system is operational.

4.1.2 Incident management is the handling of incidents.

4.1.3 Response time is the period of time within which the Contractor begins to perform the task of addressing a service disruption reported by the Customer. The response time is suspended outside the hours of availability specified in 4.3.1.

4.1.4 SLA is this Service Level Agreement.

4.1.5 Contract means the agreement between the Customer and the Contractor on the provision of the contractual software by the Contractor to the Customer.

4.1.6 There is a defect or malfunction if the software deviates from the agreed-upon specifications or the customary standards of functionality and quality and this impairs its use in accordance with the contract.

4.1.7. Business days in the context of these General Terms and Conditions are Monday through Friday excluding statutory public holidays at the Contractor's registered office.

4.2 Service content and service packages

4.2.1 For this contract, the Contractor shall provide the following services ("customer support"):

- a.) Support services (second-level support) for the functions of the contracted software, provided by means of a hotline.
- b.) Handling of defects and malfunctions occurring during the proper use of the contractual software
- c.) Creation and installation up to four software versions per month via remote maintenance
- d.) Analysis of user reports (second-level support)
- e.) Evaluation of automatically generated system logs and resolving defects (proactive bug fixes)

4.2.2 Error handling in the context of this agreement includes identifying the cause of the defect, performing error diagnostics, and services aimed at resolving the defect (in particular patches and service packs). Error handling services can also be carried out via the supply of a workaround, update or upgrade at the discretion of the

Contractor and also via the supply of a new version after consultation with the Customer.

4.2.3 Customer support is provided exclusively through remote installation or maintenance. If a different location for the provision of services becomes necessary, in particular the Customer's place of business, the Customer must request this in advance from the Contractor via email. The Contractor then informs the Customer of the timeframe within which on-site customer support is available and the additional costs that the Customer must bear.

4.2.4 The following are not included in the customer support services:

- Services outside of the agreed support availability periods;
- Services for the contractual software, if and to the extent that it is not used in accordance with the terms of use specified by the Contractor;
- Services related to the contractual software if this has been edited, modified, translated or otherwise altered by the Customer or if the Customer has had others edit, modify, translate or otherwise alter it;
- Services for computer programs or parts thereof that are not part of the contractual software;
- Services for the contractual software for which updates or other bug fixes provided by the Contractor have not been installed and the reported defect has already been fixed in these updates or fixes unless installing them would be unreasonable for the Customer for reasons beyond their control;
- Maintaining, servicing and backing up the database management system;
- Services that become necessary because the Customer fails to fulfill their obligation to cooperate.

4.2.5 At the Customer's request, the Contractor shall provide additional services related to the contractual software that are not included in Section 4.2.1, subject to a review of the specific scope of the services and their feasibility, in exchange for a fee to be agreed upon separately.

4.3 Incident management

4.3.1 Customer Support shall be provided in accordance with the following description of the service level, taking into account the explanations provided in Sections 4.3.2 and 4.3.3:

a.) Availability: The GROB service hotline is available to the Customer for reporting defects and malfunctions 24 hours a day, seven days a week. Exceptions include the public holidays for Easter, Pentecost, and Christmas, as well as 31 December and New Year's Day.

b.) Response time: The Contractor shall confirm the receipt of the defect report within 8 hours after the defect has been described in sufficient detail in accordance with Section 4.3.2 by the Customer to the Contractor if the report of the defect was received on a working day during standard business hours, otherwise the 8 hours start from the beginning of the following working day at the start of standard business hours.

c.) Troubleshooting for Class A (showstopper) or Class B (critical) defects shall begin no later than two days after the Customer has provided the Contractor with a sufficiently detailed defect description as defined in Section 4.3.2.

d.) Troubleshooting for Class C (minor) defects shall begin as promptly as possible in coordination with the Customer after the Customer has provided the Provider with a sufficiently detailed defect description as defined in Section 4.3.2.

e.) All times are given in Central European Time (CET) or Central European Summer Time (CEST) which are the time zones in effect in Germany.

f.) The Contractor always makes every effort and places the highest priority on resolving service disruptions as quickly as possible; however, it is not possible to specify or guarantee fixed resolution times in advance, as service disruptions can take many different forms and have a wide variety of causes. The Contractor will make every effort to resolve service disruptions as quickly as possible and will keep the Customer regularly informed about the progress of the resolution.

4.3.2 A sufficiently detailed description of the defect by the Customer is considered to have been provided if the defect symptoms and steps already taken have been reported via the GROB service hotline. The Customer must ensure that the defect report includes the following information in particular:

- The name of the user account/company;
- The email address and telephone number of the Customer contact person;
- The detailed description of the defect/malfunction so it can be reproduced;
- The affected service and affected functionality of the service;

- The date and time of occurrence of the defect/malfunction;
- The defect/malfunction category given by the Customer;
- The defect/malfunction must be reproducible;

4.3.3 The defect/malfunction classes describe the technical severity of defects/malfunctions.

A defect or malfunction is showstopper class (class A) when the application cannot be used because its basic functionality is not available and cannot be restored even through a workaround, or when data loss occurs or data cannot be saved.

A defect or malfunction is critical (class B) when the use of the application is severely restricted because an important function is missing and the application is significantly impaired (e.g., also due to crashes).

A defect or malfunction is minor (class C) when the contractual service can be used without any restrictions or with only minor restrictions.

4.3.4 The Customer and the Contractor shall mutually agree on the prioritization of defects. If the Parties are unable to agree on a prioritization, the Contractor shall decide based on the description of the defect classes exercising its best judgment.

4.3.5 Support does not cover problems with or damage to the software if these problems or harm were caused by

- Negligence, misuse, or improper operation on the part of the Customer;
- Operating, using, or storing/hosting the software in a manner inconsistent with the documentation, or failing to comply with the specifications or restrictions set forth by the Contractor;
- Modifications to the software that were not made or approved by the Contractor;
- Third-party actions;
- Third-party products; and/or
- Force Majeure;

4.4 Cooperation and obligations of the Parties

4.4.1 The Parties agree to cooperate closely and efficiently, a process in which the Customer's responsibility regarding personnel, organization, subject-matter expertise, and technical aspects is also essential. The Customer must fulfill the following obligations in particular:

- Providing the proper documents, documentation, and information necessary for the performance of the service, in particular regarding existing systems, equipment, computer programs, and program components intended to interact with the service to be provided;
- Providing the necessary equipment; in particular the production server environment and the necessary technical infrastructure (hardware, data transmission lines); the hardware, the operating system, and the browsers of the clients as well as the database system must each be up to date;
- Granting access to the production system (incl. database) per remote access (remote desktop connection);
- Documenting any defects or malfunctions in the services provided, whether identified during testing or in live operation, in a reproducible or, at the very least, traceable manner, and notifying the Contractor immediately;
- Providing, at its own expense, the facilities, equipment, and personnel with the appropriate technical expertise, to the extent necessary for the provision of services;
- Implementing appropriate data backup measures, including regular backups and the ability to restore the data;
- Fulfilling the (cooperation) obligations in a timely manner, taking (cooperation) actions in a timely manner, and submitting statements in a timely manner;

4.4.2 The Customer shall support the Contractor in the performance of the contract to the extent required. The Customer must duly provide the resources and/or implement the measures listed in detail in Section 4.4.1. The Customer shall furthermore ensure that a contact person is designated for the Contractor who is available during the agreed time period, has experience working with the contractual software, and is authorized to make the necessary statements on behalf of the Customer in connection with the continuation of the contract. Only designated contact persons are authorized to submit defect reports. Any changes to contact persons must be communicated to the Contractor immediately. The Customer shall furthermore ensure that the Contractor has access to the necessary information at all times and is provided with all required documents in a timely manner.

4.4.3 Before reporting a defect, the Customer shall, to the best of its ability, analyze the system environment to ensure that the defect is not attributable to system components that are not covered by this agreement.

4.4.4 The Customer shall ensure the ongoing management of the system environment on which the software runs. The Customer shall carry out ongoing maintenance of their system environment (hardware and software).

4.4.5 It is the responsibility of the Customer to regularly back up their data with the diligence of a prudent businessperson, unless and to the extent that the Contractor has been expressly commissioned to perform specific backup tasks. If this has been specifically requested, the Contractor must store the backups in such a way that the backed-up data can be restored at any time.

4.4.6 If the Customer defaults on the actions for which it is responsible, the Contractor's obligation to perform which cannot be fulfilled without these actions or can be fulfilled only with disproportionate additional effort shall be suspended for the duration of the default. The Customer must reimburse the Contractor for any additional expenses incurred as a result, in addition to the agreed-upon compensation. The Contractor's statutory right to terminate the contract remains unaffected.

4.5 Claims for material defects in updates, upgrades, and new program versions

4.5.1 The Contractor warrants that the updates, upgrades, and new program versions provided comply with the product description. Claims for defects apply to all defect classes defined in accordance with 4.3.3. Product descriptions do not constitute a warranty unless otherwise agreed in writing. No warranties have been assumed by the Contractor. Claims for defects are limited to the changes introduced in updates, upgrades, or new versions compared to the previous version. This does not apply to subsequent errors resulting from a defect that existed prior to the update, upgrade, or release of the new version.

4.5.2 Modifications to the IT infrastructure by the Customer that affect the contractual software (e.g., replacement of or configuration changes to hardware at critical points such as firewalls) and the system environment (e.g., upgrading the server operating system to a new major version, but not the installation of security updates publicly released by the manufacturers) must be discussed with the Contractor before the modification is implemented. The Customer may commission the Contractor to verify that the modifications are compatible with the software covered by the contract. If the modification is made without commissioning a compatibility test or despite a negative test result, and if this results in faults as defined in 4.3.3, the Contractor assumes no liability under warranty for these faults. Furthermore, the Contractor assumes no liability for defects caused by incorrect data from third-party systems or by defects in the third-party systems themselves.

4.5.3 The Contractor shall initially fulfill its obligations to remedy defects through subsequent performance. This subsequent rectification may also be accomplished by providing or installing a new software version or a workaround. If the defect does not impair functionality or only impairs it to an insignificant degree, the Contractor is entitled to remedy the defect by supplying a new version or an update as part of its version, update, and upgrade schedule.

4.5.4 If the rectification of a reported defect fails within a reasonable period of time and is not successful even within a further reasonable grace period set by the Customer, or if rectification of the fault is impossible, the Customer may demand a reasonable reduction in the compensation. In addition, the Customer is entitled to the warranty rights under the contract for work and services, subject to the agreed limitation of liability.

4.5.5 Claims for defects are subject to a two-year statute of limitations, beginning in each case from the start of productive use of the service described in 4.5.1. Notwithstanding the aforementioned, the statutory limitation period shall apply if the Contractor has acted with malice or intent, or has provided a warranty regarding the specific quality of the service, or if the Contractor is liable for injury to life, body, or health, or under the Product Liability Act.

4.6 Term/termination/applicability of other contractual provisions

4.6.1 The term of this SLA is directly linked to the underlying contract. This means that the validity and effective date of this SLA coincide with the effective date of the contract and reflect the term of the contract. Accordingly, the term of the SLA also ends upon the expiration or termination of the contract, unless otherwise explicitly agreed.

4.6.2 In addition to the provisions of this SLA, the provisions of the contract (individual order) and the General Terms and Conditions (GTC) shall apply. If any provisions in this SLA conflict with provisions

in the General Terms and Conditions or the contract, the latter shall take precedence.