

General Terms and Conditions of ASPROVA GmbH

Section A. General Terms

I. General Definitions

Asprova Project File	A project file is a binary file in which customer-specific configurations, master data and transaction data are processed and saved.
Asprova-Software	Asprova Software means Asprova's standard software products (modules: APS, MS, BOM, SED, SCP, MES, DS, NLS) as well as relevant associated extension options and functionalities and the respective documentation including any Updates and Upgrades to these standard software products which Asprova markets and distributes.
Documentation	Documentation means online help for the Asprova Software provided by Asprova to its customers. Except where otherwise contractually agreed, the documentation is provided in electronic form and predominantly in German (alternatively in English).
eProtector	eProtector means electronic copy protection in order to protect against unauthorized use and duplication. Authentication is carried out using a digital "fingerprint" of a computer.
License Key with Copy Protection	License Key with Copy Protection means that licenses are provided with a USB dongle or a virtual eProtector or as an online license in order to prevent unauthorised copying.
Magic Number	A Magic Number is a multi-digit code provided by Asprova to extend the license where a virtual eProtector is used and/or when updating the software under a software maintenance/maintenance contract.
Object Code	The Object Code of the Asprova Software is in binary form, which is a form of a computer program that is not readable by humans and therefore cannot be used to understand the program logic, but which is suitable for execution on a computer.
Release	A Release is a version status of the Asprova Software and includes Updates
Material Defect	Material Defects are program errors or malfunctions which cause a failure of the Asprova Software to function in accordance with the contract.
Test Cases	Test cases are related (integrated) exemplary use cases that describe the customer's workflows. A Test Case enables systematic and integrated testing. Test Cases include standardized use cases as well as non-standard use cases.
Update	An Update includes functional improvements and bug fixes within the Asprova Software.
Upgrade	An Upgrade is an extension of the scope of use of the licensed Asprova Software through additional modules and options or an increase in the number of processes ordered under a contract.
USB Dongle	A USB Dongle is a copy protection plug for protection against unauthorized use and duplication.
Confidential Information	Confidential Information shall mean all information, whether disclosed in writing or orally, which (i) is proprietary or confidential by nature or (ii) which the receiving party should have considered to be confidential under the circumstances surrounding disclosure. Confidential information includes, in particular, product descriptions, specifications, prices and reports.

II. General, Scope of Application, Contractual Declarations, Order of Precedence

1. The following General Terms and Conditions (hereinafter GTC) shall apply exclusively to all - including future - contracts initiated and/or concluded between Asprova and a business within the meaning of Section 14 of the German Civil Code (BGB) (hereinafter referred to as the Customer) for the sale or subscription of the Asprova Software. Deviating, conflicting or supplementary general terms and conditions of the Customer shall only be incorporated into the contract, if and insofar as Asprova has expressly agreed to their validity. This consent requirement shall apply at all times, including where Asprova, having been informed of the Customer's general terms and conditions, supplies the delivery or service to the Customer without reservation.
2. Asprova reserves the unrestricted right of ownership and copyright to cost estimates, offers, drawings and similar information be it tangible or intangible - including in electronic form. Such information may not be made accessible to third parties.
3. Quotations submitted by Asprova shall be deemed a binding for a limited period of time and must be accepted by the Customer within the period specified therein. Acceptance shall be deemed where the Customer places an order, which must be in text form or in writing. An order placed by the Customer that contains additions, restrictions or other changes to Asprova's quotation shall only become effective after the Customer has received an order confirmation from Asprova in text form.
4. Section 312i (1) Nos. 1, 2 and 3 of the German Civil Code (BGB), which impose additional obligations on Asprova in relation to e-commerce contracts, is excluded.
5. The provisions of an individual contract shall take precedence over the provisions of these GTC. The specific provisions in **Sections B, C, D and E** of these GTC shall take precedence over the general provisions set out in **Section A**.

III. Asprova Software Specification, Installation

1. The Asprova Software specification, in particular its scope of performance, the approved operating environment and system requirements together with its potential applications for the Customer shall be derived, unless agreed otherwise, from the following documents listed in order of precedence: the quotation, the respective program description and, in addition, from the online assistance. Representations and images in product descriptions do not constitute guarantees of quality, unless expressly stated otherwise.
2. The Asprova Software is supplied in executable form (as an object program) including online assistance. There is no entitlement to the release of the source codes.
3. The Customer shall only be entitled to modify the Asprova Software to create interfaces to other programs if neither Asprova nor a company authorized by Asprova is willing to perform the required services on reasonable terms. Customer is not entitled to decompile the Asprova Software where the information required to create the desired interoperability with other programs has been published or otherwise been made available to the Customer. The information gained thereby may not be used for any other purpose. The Customer is not entitled to edit the Asprova Software, but is permitted to make customer-specific adjustments by adjusting the standard parameters.
4. The implementation of the Asprova Software by Asprova (e.g. in the form of consulting and/or support services) shall be provided as a service in accordance with **Section C** and shall be remunerated separately on a time and material basis.

IV. Duties of the Customer to Cooperate and Assist

1. The Customer shall provide Asprova with all information necessary for the fulfillment of the contract, in particular regarding the hardware, operating systems and software used in its business. The Customer shall inform Asprova immediately of any changes to the operating environment.
2. The Customer shall name a contact person who is authorized to provide information and to make and receive declarations.
3. The Customer must report errors in writing in a comprehensible and detailed format, stating all information required for the detection and analysis of the error. In particular, the Customer shall describe the work steps that led to the occurrence of the error as well as the manifestation and the effect of the error.
4. Further duties to cooperate and assist shall be stipulated in the respective individual contract and, where applicable, in the following provisions of these GTC. The duty of the Customer to cooperate and assist is a material contractual obligation.

V. Remuneration, Terms of Payment, Retention of Title, Offset

1. Prices are set out in the quotation and are exclusive of VAT (if applicable). Unless otherwise agreed, the price does not include the cost of installation, integration, adaptation and transfer works that may be required.
2. All prices are quoted in euros only.
3. Unless otherwise stipulated in the contract, invoices from Asprova are due for payment within 14 calendar days from the date the invoice is issued.
4. The licence to use to the Asprova Software, which is subject to copyright protection, shall only become effective once the Customer has paid the contractually agreed remuneration to Asprova. Furthermore, Asprova shall retain ownership of any movable items provided, in particular data carriers, until payment of the remuneration, insofar as ownership is to be transferred to the Customer under the contract. A reservation of title and rights of use shall expire when all Asprova's claims against the Customer arising under an ongoing business relationship have been settled in full.
5. Where the Customer is in default of payment, the statutory provisions shall apply.
6. The Customer shall only be entitled to offset or assert a right of retention if a claim is undisputed or has been finally adjudicated by a court of law without recourse to appeal.

VI. Force Majeure, Delay in Delivery or Performance

1. In the event of force majeure affecting Asprova itself or its suppliers, its performance and delivery obligations shall be suspended for the duration of the disruption. The same shall apply in the event of energy or raw material shortages, labor disputes, pandemics, epidemics, official decrees or traffic or operational disruptions. If there is a significant change in the circumstances existing at the time the contract is concluded, as a result of which Asprova cannot reasonably be expected to adhere to the contract, Asprova shall be entitled to withdraw from the contract. Furthermore, the fulfillment of the contract by Asprova is subject to the proviso that Asprova does not violate any provisions of national and international foreign trade law, including sanctions or embargoes.
2. Where Asprova is in default of performance, the Customer shall grant Asprova a reasonable grace period in order to effect performance. Where upon the expiry of the grace period, performance has still not been effected and the Customer wishes to withdraw from the contract or demand damages lieu of performance, the Customer shall prior thereto set a final and reasonable deadline expressly indicating its intention. The Customer is obliged, on request from Asprova, to declare within a reasonable period whether it shall withdraw

from the contract due to the delay in performance and/or demand damages in lieu of performance or insist upon performance.

3. Compliance with the agreed delivery or performance date is subject to the clarification of all technical questions and the timely and proper fulfillment by the Customer of its obligations.

VII. Third Party Right Infringement

1. Asprova warrants that the use of the Asprova Software in the country of the place of supply and/or in the contractually agreed countries does not infringe any third-party rights, in particular copyright. The Customer shall inform Asprova immediately of any alleged defects of title or infringements of property rights in connection with the provision of the Asprova Software and shall provide reasonable support in the defense against such claims.
2. Where a claim is asserted against the Customer by a third party based on infringement of third party property rights and Asprova is liable to the Customer under warranty, Asprova shall indemnify the Customer against such claim on Customer's written request. The claim for indemnification is subject to:
 - Asprova being immediately notified of the alleged claim;
 - Asprova being given full control and authority over the defense of the claim or any settlement negotiations;
 - the Customer providing Asprova with all appropriate support and information. Asprova shall bear the costs of reasonable support.Asprova's indemnification obligation shall be subject to the liability provisions set out in **Section A.VIII**.
3. Where the Asprova Software infringes third party property rights and the Customer is therefore prohibited from using the Asprova Software in whole or in part, Asprova shall, at its discretion and taking into account the interests of the Customer
 - procure at no cost to the Customer the right to continue using the deliverable or
 - replace or modify the deliverable so that the infringement of third property rights or defect of title is eliminated.

Where the options set out aforesaid are not commercially feasible, Asprova shall be entitled to withdraw from the individual contract affected and shall refund the remuneration paid under such contract - where applicable, on a pro rata basis.

VIII. General Limitation of Liability

1. Except where otherwise stipulated in the contract, Asprova shall be liable, irrespective of the legal grounds, in accordance with the following. Asprova's liability shall be unlimited in the event of:
 - intent and gross negligence;
 - death or personal injury irrespective of fault;
 - any guarantee undertaken;
 - fraud.
2. In the event Asprova is not liable according to **Section A.VIII.1** but Asprova is in negligent breach of a material contractual obligation, Asprova shall be obliged to pay the Customer such damage as was foreseeable at the time the contract was made. Material contractual obligations are those whose fulfilment is a prerequisite for proper performance of the respective contract and upon which the Customer regularly relies.
3. Asprova shall not be liable for negligent breaches of non-material contractual obligations.
4. Asprova's liability under the provisions of the German Product Liability Act remains unaffected by the foregoing limitations.

5. In the event that the damage was caused by both contracting parties, the contributory negligence of the Customer shall be taken into account.
6. The Customer shall be especially responsible for regular data backups, the adequacy of which shall be determined by Customer's own individual risks. Asprova shall only be liable for the recovery of data if the Customer has ensured that it is kept in machine-readable form and can be reproduced with reasonable effort.
7. The Customer is responsible for providing the data required for the provision of services in the appropriate quality. Asprova shall not be liable for problems that occur due to poor data quality.

IX. Use of Subcontractors

Where Asprova uses a third party as a subcontractor, Asprova shall inform the Customer. The Customer may only object to the use of the third party where it has good cause to so.

X. Confidentiality, Data Protection

1. Each party shall treat Confidential Information of which they obtain knowledge from the other party in the course of the business relationship as confidential during the term and after termination of the contract and in particular shall not pass it on to third parties or use it for their own business purposes without authorization. The parties shall also impose this obligation on their employees and vicarious agents.

The confidentiality obligation does not apply to information that

- was already known to the other party outside the contractual relationship at the time of disclosure;
- is developed by the other party in-house or legally acquired from third parties without similar restriction of confidentiality;
- is or becomes publicly known or is state of the art;
- is approved for release by the disclosing party or
- is required to be disclosed pursuant to any court order provided the disclosing party is advised of such request in time to apply for legal protection.

Upon termination of the contractual relationship, the parties shall return unrequested all confidential information to the other party, whether in tangible or intangible form or at the request of the disclosing party, destroy it or – insofar as technically possible and not with unreasonable effort – irrevocably delete it.

2. The parties shall comply with the applicable data protection provisions. Asprova's privacy policy can be viewed on its homepage at www.asprova.eu

Where Asprova gains access to the Customer's personal data during performance or the Customer wishes that such access be granted, the parties shall conclude a corresponding order processing agreement prior to performance. In this case, Asprova shall process the relevant personal data solely in accordance with the provisions set out therein and in accordance with Customer's instructions.

XI. Term and Termination of Contracts in accordance with Sections B.VI, C, D and E

1. Contracts concluded in accordance with **sections B.VI, C, D and E** have the term specified in the contract. If no term is specified in the contract, contracts in accordance with **Sections B.VI, C, D and E** run for one year. The contract term is automatically extended by a further 12 months unless terminated in accordance with **Section A.XI.3**.
2. The special termination rights regulated in **Sections B.VI.5, C.VIII.2, D.V.4 and E.X.4** can be exercised by the Customer upon 4 weeks notice to the end of the agreed term or prior to the start of the announced price increase.

3. The parties may terminate contracts concluded in accordance with sections **B.VI, C, D and E** upon three months notice where the notice period expires at the end of a contractual year. Notice of termination must be given in writing. The right of each party to terminate for good cause in accordance with Section 314 of the German Civil Code (BGB) remains unaffected.

XII. Applicable Law

These GTC and all contracts concluded hereunder are governed by German law. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

XIII. Place of Jurisdiction

The place of jurisdiction is Frankfurt am Main.

XIV. Other Provisions

1. Legally relevant declarations and notifications to be made by the Customer to Asprova after conclusion of the contract must be made in writing or text form in order to take effect. Statutory formal requirements and the right to additional evidence, in particular in the event of doubts about the legitimacy of the declaring party, shall remain unaffected
2. During the term of a contract concluded subject to these GTC and any further GTC of Asprova, Asprova shall be entitled to name the Customer as a reference customer on its websites, in social media and other marketing materials. This includes, but is not limited to, the name of the Customer, its trademark (logo) as specified in the contract, product images and links to the Customer's website. In addition, Asprova shall be entitled to publish a case study, if applicable. The Customer agrees to occasionally receive visitors as reference visits. Customer's permission is revocable.
3. The Customer may not assign rights and/or obligations arising under an individual order or these GTC or any further GTC of Asprova to a third party (except its affiliates), except where Asprova consents to such assignment. Such approval shall be at the sole discretion of Asprova. Any assignment without consent shall be invalid.

Section B. Terms and Conditions for Software Purchase including Software Maintenance (Software Update)

I. Specification of the Asprova Software

1. The provisions in **Section A. III. 1** apply accordingly, however, with the proviso that a reduction of the scope of use of the licensed Asprova software by the number of operations, so-called downgrades, is not permitted after the software purchase.

II. Delivery and Installation of the Asprova Software

1. The provisions in **Section A. III. 2.** apply accordingly.
2. The Asprova Software shall be delivered to the Customer via download access, if applicable with copy protection, either in the form of a USB protector (USB dongle) or a virtual eProtector alternatively the Customer is granted access to the Asprova Software online via the Asprova server.

Asprova shall provide the Customer with the information required to perform the download and operate the Asprova Software.

In addition to the Asprova Software, Asprova will provide the Customer with online assistance.

Asprova shall not be responsible for installing the Asprova Software on the Customer's computer system, but shall offer installation as a service to the Customer in accordance with **Section C**, which shall be remunerated separately on a time and material basis. This shall also apply to the subsequent purchase of software components.

III. Customer Assistance

1. The Customer shall promptly confirm receipt of the information required for the download to Asprova in writing. Where the Customer fails to notify Asprova within twenty (20) working days of the provision of the download information that the download could not be carried out, the Asprova Software shall be deemed to have been delivered.
2. Before using the Asprova Software, the Customer shall take appropriate security precautions. Prior to operational use, the Client shall thoroughly test the Asprova Software for its suitability for its intended purpose. In addition, the Customer shall back up its data in accordance with the current state of the art and ensure that the current data can be reproduced from databases held in machine-readable form at reasonable cost and effort. The Customer shall also take appropriate measures to protect the Asprova Software from unauthorized access.
3. Where the Customer uses the virtual eProtector within the scope of its use, it shall apply for an extension of the virtual eProtector once a year, which must be notified by the Customer to Asprova in writing at least four weeks before the license expires in order to ensure continued use of the Asprova Software without interruption. Asprova shall provide the Customer with the license file required to extend the term of the virtual eProtector.

IV. Grant of License

1. Upon full payment of the agreed remuneration, the Customer shall be granted the non-exclusive, non-transferable and perpetual right to use the Asprova Software for its internal business purposes within the scope of the configuration described in the respective contract (see **Section B.I**). The use of the Asprova Software is generally restricted to the location specified in the contract; the DS and NLS modules can be used independently of the location. In addition to download and installation, the scope of the agreed contractual use includes loading the Asprova Software into the working memory and displaying, running and saving the Asprova Software provided. The remuneration is based on the scope of the right of use.
2. The provisions in **Section A. III.3** apply accordingly.
3. The Customer is entitled to make backup copies of the Asprova Project File to a reasonable extent.
4. Sublicensing or leasing of the Asprova Software is not permitted. Any resale requires that the purchaser expressly agrees to these terms of use and that the Customer evidences to Asprova that all copies of the Asprova Software and the associated material have been passed on to the purchaser and that the existing copies on Customer's own systems have been deleted.
5. Asprova may revoke the Customer's right to use the Asprova Software where the Customer's use is in breach of the contract, in particular in the event of overuse, i.e. use by a greater number of users or on a greater number of devices or for a greater number of scheduling areas than agreed. Asprova shall grant the Customer a grace period to remedy the situation. In the event of revocation the Customer shall confirm the discontinuation of use to Asprova in writing.

V. Material Defects of the Asprova Software

1. Asprova warrants that the Asprova Software conforms to the specification agreed in **Section A III. 1** upon transfer of risk. Claims based on Material Defects shall expire twelve (12) months after delivery of the Asprova Software (see **Section B.I.2**).
2. The Customer is obliged to inspect the Asprova Software for any Material Defects immediately after delivery. Where the Customer fails to inform Asprova of such defects within a reasonable period of time, the Asprova Software shall be deemed accepted within the meaning of Section 377 sub-section (2) of the German Commercial Code (HGB).

3. The Customer is obliged to report any Material Defects that have occurred to Asprova in a comprehensible and detailed manner, stating all information useful for the detection and analysis of such defects, if possible in writing (in electronic format at least) immediately on discovery of the same.
4. Asprova may remedy Material Defects in the Asprova Software at its discretion by repairing or replacing the same or by providing an Update.
5. Claims for Material Defects are excluded in the event of i) an insignificant deviation from the agreed specification or insignificant impairment of usability, ii) a failure of the system environment or components of the system environment, iii) use of non-approved system environments, iv) damage caused by special external influences that are not assumed under the contract and v) non-reproducible software errors.

Asprova may demand customary remuneration for expenses incurred as a result of a reported defect where i) Asprova takes action on the basis of a reported defect without a defect being present, e.g. where cause of the alleged defect was an operating error or a lack of knowledge of technical application contexts, ii) a reported defect cannot be reproduced or otherwise proven to be a defect by the Customer or iii) additional expenses are incurred due to improper fulfillment of the Customer's obligations pursuant to **Sections A.III.** and **B II. 2.**

6. In the event that supplementary performance fails, the Customer shall be entitled to withdraw from the contract or demand a reasonable reduction in the remuneration. Withdrawal from the contract is only permissible where the Customer prior thereto sets a final and reasonable deadline in text form expressly indicating its intention. There is no right of withdrawal in the event of an insignificant defect.

Claims of the Customer for damages or reimbursement of wasted expenses shall only exist in accordance with **Section A VI.** and are otherwise excluded.

VI. Software Maintenance (Software Update)

1. Where contractually agreed, Asprova shall provide annual maintenance services for the current Release of the Asprova Software. The object of the software maintenance is the provision of Updates or new Releases to eliminate software errors for which the Customer has no claim under warranty or to improve existing functionalities. Where the Customer orders an Upgrade during the term of the software maintenance contract, maintenance services for the Upgrade shall be provided on a pro rata basis during the remaining term of the contract.
2. With regard to the scope of delivery and form of delivery of a new Release, the provisions in **Section B. II.** shall apply. For the delivery of Updates, Asprova shall additionally provide the Customer with a Magic Number and, if applicable, a license file.
3. Within the scope of software maintenance the Customer shall not be entitled to the installation of Releases or bug fixes on site. Telephone advice is also not included in a software maintenance contract
4. The provisions set out in **Sections B III. IV. and V.** shall apply to Updates or new Releases provided to the Customer as part of software maintenance.
5. Asprova shall be entitled to change the prices for software maintenance on reasonable notice of at least eight (8) weeks before the change takes effect, provided that the change is reasonable for the Customer, taking into account the interests of both contracting parties. The Customer shall be notified of the changes in writing. In the event of changes to the detriment of the Customer, the Customer shall have a special right of termination. The provisions of **Section A. XI.** shall apply accordingly.

Section C. Terms and Conditions for the Provision of Services

I. Scope of Services

1. The subject matter of contracts for the provision of services by Asprova, are the services described in detail in Asprova's quotation. Asprova's service portfolio includes in particular, but is not limited to, the following: support during the implementation of the Asprova Software and its parameterization (e.g. by assuming project management tasks under the Customer's responsibility), training courses, answering queries via the ticket system, advising the Customer on interface development, planning and testing and Customer support after Go Live. The provision of services is subject to the execution of a software maintenance in accordance with **Section B.VI.**
2. Asprova reserves the right to change the services offered or, where necessary, for example due to technical developments, to offer alternative services, provided that Asprova has a particular technical interest in doing so and the change is not unreasonable, taking into account the interests of the Customer.

II. Duties of the Customer to Cooperate and Assist

1. The Customer undertakes to work closely and efficiently with Asprova. Customer's responsibilities in terms of staff, organization, professional and technical expertise are deemed material. In particular, the Customer undertakes the following:
 - to define the goals to be achieved with the Asprova Software;
 - to define in detail the specifications and requirements of the Asprova Software prior to performance by Asprova;
 - to provide Asprova's employees with a sufficient number of workplaces and necessary resources;
 - to install the Asprova Software;
 - to identify trained key users with sufficient expertise for implementation. The following skills are required:
 - APS-specific experience in the handling of hardware and software;
 - Ability to write and experience in writing formulas similar to Excel;
 - Ability and experience in root cause analysis and troubleshooting;
 - Understanding (vision) of ideal scheduling;
 - Communication between all departments concerned as well as the contact persons and their deputies;
 - Understanding of the Asprova design structure so that users can configure the Asprova Software themselves;
 - to name contact persons and deputies with the aforementioned capabilities before the start of the contract term. Only the designated contact persons are authorized to submit notifications of defects;
 - to immediately notify Asprova of changes in the contact persons and deputies;
 - to allow the key users to participate in the basic function training and provide them with the necessary equipment (in particular laptop);
 - to customize the standard parameters of the Asprova Software, if necessary with appropriate support from Asprova;
 - to provide scheduling-relevant data in the required quality within the period of time specified by the contractual parties;
 - to record production feedback that matches the level of detail of scheduling required by the Asprova Software in sufficient quality (otherwise the production scheduling using the Asprova Software can be negatively influenced);
 - to assume responsibility for data quality (Asprova accepts no liability for problems caused by poor data quality, cf. **Section A.VIII.7.** of the GTC);
 - to define the scheduling logic for the Asprova Software, if necessary with appropriate support from Asprova;
 - to connect the Asprova Software to the Customer's own computer system;
 - to perform necessary data backups;
 - to notify Asprova of any Material Defects and to provide a detailed description of problems and questions and submit the same via the ticket system provided by Asprova (if necessary with the aid of screenshots and the provision of data files in the required quality);
 - to procure the rights to use third-party systems required for the supply of services;
 - to provide test data and test cases;

- to carry out test procedures, if necessary with appropriate support from Asprova.

2. Where the Customer fails to provide the agreed assistance at all or within the deadlines and milestones specified between the contracting parties in the respective contract, the deadlines and milestones specified for the provision of services by Asprova shall be extended accordingly.
3. Where the Customer fails to provide the agreed assistance, Asprova shall be entitled to terminate the contract for cause after the expiry of a reasonable grace period.

III. Project Plan and Deadlines

1. The dates or milestones for the supply of services shall be agreed individually. The start of the agreed supply period is subject to the clarification of all technical issues and the timely and proper fulfillment by the Customer of its obligations.
2. The provisions in **Section A. VI.** shall apply accordingly.

IV. Change Request Procedure

1. Both contracting parties may submit proposals for changes during the term of a contract. The contracting parties will follow this procedure in each case. Prior to the adoption of a change request, Asprova will fulfill its obligations on the basis of the previous agreements.
2. Where a contracting party wishes to amend a contract or a service to be rendered thereunder, it shall submit a change request to the other party in good time in text form.
3. Asprova shall carefully analyze each proposed change with regard to its effects in terms of functionality, effort, deadlines and costs and communicate the results to the Customer. The parties shall mutually discuss any proposed amendment based on this information with the option of rejecting or accepting the proposed amendment. All change requests that have contractual implications must be accepted by the other contracting party. If further information on or an addition to a change request is required, the contracting party who made the change request shall provide further information or make the necessary changes as soon as possible.
4. If a change request has been accepted, the change request shall be deemed "approved". Each approved change request shall be dated and signed by the responsible representatives of the contracting parties. The contract shall be deemed amended when an approved change request is signed. Approved change requests shall be implemented by the contracting parties (if necessary by means of an offer and order) in accordance with the contract.

V. Tests and Testing Procedures

During the course of implementing the Asprova Software, the Customer shall be responsible for carrying out the necessary tests and verification procedures. Asprova shall support the Customer to a reasonable extent.

VI. Grant of License

Except where otherwise agreed, the Customer shall be granted a non-exclusive, non-transferable right to all work results created under a contract (in particular project documentation, training documents, presentations) solely for its own internal company use. The Customer is not entitled to disseminate work results unless this is expressly stipulated in the contract.

VII. Material Defects

The provisions in **Section B.V.** apply accordingly.

VIII. Remuneration and Terms of Payment

1. The provisions in **Section A.V** shall apply. The amount and type of remuneration are set out in the respective contract. Services outside the agreed scope shall be remunerated separately by the Customer. The applicable Asprova rates shall apply. Unless otherwise agreed, travel and accommodation costs shall be reimbursed by the Customer in addition.
2. Asprova shall be entitled to change the prices for the supply of services upon reasonable notice of at least eight (8) weeks before the change takes effect, provided that the change is reasonable for the Customer, taking into account the interests of both contracting parties. The Customer shall be notified of the changes in writing. In the event of changes to the detriment of the Customer, the Customer shall have a special right of termination. The provisions of **Section A. XI.** shall apply accordingly.

Section D. Terms and Conditions for the Supply of the Software by Subscription

I. Subject Matter of the Contract

1. The subject matter of the software subscription agreement is the temporary transfer of the Asprova Software in return for payment in conjunction with the grant of rights of use the same.

II Software Supply and Installation

1. The provisions of **Section B. II** apply accordingly.

III. Maintenance (Software Update)

1. Asprova is obliged to maintain the contractually agreed specification of the Asprova Software during the term of the contract. Such specification of the Asprova Software shall be determined in accordance with **Section A.III.** In order to fulfill the maintenance obligation incumbent on Asprova, Asprova shall carry out the maintenance and servicing measures required in accordance with the state of the art.
2. Asprova shall only be obliged to modify or adapt the Asprova Software if such a modification or adaptation is necessary to maintain the same in accordance with the state of the art or due to changes in legal requirements and provided the parties have agreed this separately.

IV. Grant of License

1. Upon full payment of the annual subscription fee in accordance with **Section D.V.**, Asprova shall grant the Customer a non-exclusive, non-transferable and non-sublicensable license to use the Asprova Software to the extent granted. Such license shall be limited in time to the term of the contract and geographically to the location specified in the quotation. The DS and NLS modules can be used independently of such location. In addition to download and installation, the agreed scope of contractual use includes loading the Asprova Software into the working memory and displaying, running and saving the Asprova Software provided
2. The Customer is entitled to reproduce the Asprova Software supplied insofar as this is necessary for the agreed contractual use. In particular, the loading of the Asprova Software into the working memory is to be regarded as a reproduction required for use in accordance with the contract. In addition, the Customer is entitled to make a copy for backup purposes. The Customer is obliged to label the backup copy as such and to affix an Asprova copyright notice thereto.
3. Where the Asprova Software is made available to the Customer by download, the creation of a backup copy is not permitted if it is possible to download the Asprova Software again from the Asprova server.
4. The Customer is not otherwise entitled to reproduce the Asprova Software, unless otherwise provided by law.

5. The Customer is not entitled to sell the Asprova Software or a backup copy thereof, including the Documentation and other accompanying materials supplied by Asprova, to third parties or to make them available to third parties in any other way (in particular by renting or lending them out).

V. Subscription Fee

1. The Customer is obliged to pay an annual subscription fee for the annual provision of the Asprova Software in accordance with the quotation.
2. The provisions in **Section A. V.** shall apply accordingly.
3. The subscription fee owed by the Customer is payable annually in advance and is due for payment on the 3rd working day of each new year.
4. Asprova shall be entitled to change the annual subscription fee upon reasonable notice period of at least eight (8) weeks before the change takes effect, provided that the change is reasonable for the Customer, taking into account the interests of both contracting parties. The Customer shall be notified of the changes in writing. In the event of changes to the detriment of the Customer, the Customer shall have a special right of termination. The provisions of **Section A. XI.** shall apply accordingly.

VI Duty of Care

1. The Customer is obliged to take suitable measures to ensure that unauthorized third parties cannot access the Asprova Software, the backup copy, the Documentation and any other accompanying materials supplied.
2. In particular, the Customer is obliged to store the original data carrier, all existing copies of the Asprova Software including the backup copy and all associated Documentation in a place protected from unauthorized access by third parties. The costs of storage shall be borne by the Customer.

VII Liability for Defects

1. Where the Customer discovers a defect in the Asprova Software or the Documentation, the Customer must notify Asprova immediately in writing.
2. Asprova is obliged to rectify the reported defects in the Asprova Software and Documentation within a reasonable period of time. Asprova shall have the right to choose between rectification of defects and replacement delivery. Asprova shall bear the costs of remedying the defect.
3. The Customer shall provide Asprova with the necessary access to the Asprova Software and Documentation for the purpose of rectifying the defect.
4. The Customer is not entitled to assert a claim to a reduction in the annual subscription fee by independently deducting the reduction amount from the current subscription payment. The Customer's right under the law of unjust enrichment to reclaim any excess subscription payment to which it is entitled, remains unaffected.
5. In the event of failure by Asprova to remedy defects in accordance with **Section D. VII. 2**, the Customer shall be entitled to terminate the software subscription agreement pursuant to Section 543 sub-section(2) sentence 1 no. 1 of the German Civil Code (BGB) for cause. Failure to rectify the defect shall be deemed to have occurred in particular where it is impossible for Asprova to rectify the defect, where Asprova refuses to rectify the defect or where rectification of the defect by Asprova is unreasonable for the Customer for other reasons.

VIII. Liability

1. The provisions in **Section A.VIII.** apply accordingly.

IX. Term, Termination

1. The provisions in **Section A. XI.** apply accordingly

X. Return and Deletion

1. After termination of the software subscription agreement, the Customer is obliged to cease using the Asprova Software and to return to Asprova the Asprova Software and all program copies (including backup copies) as well as all Documentation, materials and other documents provided. The cost of return shall be borne by the Customer.
2. Where Asprova has made the Asprova Software available to the Customer via download, Asprova is at liberty to waive the return of the Asprova Software in accordance with **Section D. X. 1.** and demand instead that the Customer delete the Asprova Software and other program copies and destroy the Documentation, materials and other documents provided.
3. Furthermore, the Customer is obliged to completely and permanently delete all installed program copies and any stored Documentation from all its servers.
4. Any use of the Asprova Software after the end of the software subscription agreement is not permitted.

XI. Confidentiality, Data Protection

1. The provisions in Section A. X. apply accordingly.

Section E. Terms and Conditions for the Supply of the Software as a Service (SaaS)

I. Subject Matter of the Contract

1. The subject matter of the contract is the grant of use of the Asprova Software to the Customer via the internet and the allocation of data storage space to the Customer on Asprova's servers in consideration for a fee during the term of the contract. By concluding the SaaS contract, the Customer undertakes to conclude a service level agreement (SLA) with Asprova.

II. Services of Asprova, Software and Storage Space

1. Asprova shall grant the Customer a licence to use the current version of the Asprova Software for the agreed number of authorized users via the Internet. Access shall be gained via a browser.
2. Asprova warrants the functionality and availability of the Asprova Software during the term of the contract and shall maintain the same in a condition suitable for use in accordance with the contract. The functional scope of the Asprova Software and the conditions of use are set out in the quotation.
3. The Customer may increase or reduce the number of authorized users of the Asprova Software as required in accordance with the terms specified in the quotation. Asprova shall send the Customer access data for the corresponding number of authorized users in electronic form immediately after conclusion of the contract.
4. Furthermore, Asprova shall provide the Customer with online assistance after conclusion of the contract. The provisions in **Section A.III.1 & 2** apply accordingly.
5. Asprova may update and further develop the Asprova software at any time and, in particular, adapt it due to changes in the law, technical developments or to improve IT security. Asprova shall give due consideration to the legitimate interests of the Customer and inform the Customer of any necessary updates in good time. In the event of a significant impairment of the Customer's legitimate interests, the Customer shall have a special right of termination.

6. Asprova is not responsible for customization to the Customer's individual needs or IT environment, unless the parties have agreed otherwise.
7. Asprova shall carry out regular maintenance on the Asprova Software and inform the Customer in good time. Maintenance is regularly carried out outside the Customer's normal business hours, unless maintenance has to be carried out at a different time for compelling reasons.
8. Asprova shall provide the Customer with storage space on its servers to the agreed extent for the storage of data and for the purposes of using the Asprova Software. Asprova shall ensure that the data can be retrieved within the scope of use of the Asprova Software. The Customer may expand or reduce the storage space volume as required in accordance with the conditions specified in the quotation.
9. Asprova shall undertake state-of-the-art measures to protect the data. However, Asprova shall have no duty of safekeeping or care with regard to the data. The Customer shall be responsible for adequately backing up the data.
10. The Customer shall remain the owner of the data stored on Asprova's servers and may request its return at any time.

III Scope and Rights of Use

1. The Asprova Software is not physically transferred to the Customer.
2. The Customer shall receive a simple, i.e. non-sublicensable and non-transferable licence to use the current version of the Asprova Software for the contractually agreed number of users via the Internet in accordance with the terms of the contract. The validity of the license is limited to the term of the contract. Access to the Asprova Software is gained via a browser.
3. The Customer may only use the Asprova Software within the scope of its own business activities and by its own personnel. The Customer is not permitted to use the Asprova Software for any other purpose.

IV. Support

1. Asprova shall set up a support service in response to the Client's enquiries regarding the functions of the Asprova Software, for which the conclusion of a Service Level Agreement (SLA) is mandatory. Enquiries can be submitted via the Asprova ticket system by e-mail and to the support hotline specified in the Service Level Agreement at the times specified therein. Requests will be processed according to the stated priority and in the chronological order in which they are received.

V. Service levels, Troubleshooting

1. Asprova guarantees an overall availability of the services of at least 99.5% per month at the transfer point. The transfer point is the router output of the data center used by Asprova.
2. Availability is deemed where the Customer is able to use all the main functions of the Asprova Software. The Asprova Software shall be deemed available during maintenance periods and periods of malfunction insofar as the malfunction is rectified within the agreed time period. Insignificant malfunctions shall not be taken into account when calculating availability. Similarly, i) downtimes caused by the Customer or software used by the Customer or software incorrectly installed by the Customer, ii) downtimes caused by a malicious code infiltrated by the Customer, iii) downtimes for reasons beyond the control of Asprova, and iv) attacks on the network and mail systems, Internet failures and force majeure shall not be taken into account when calculating availability. The measuring instruments used by Asprova in the data center shall be definitive in terms of evidencing availability.

3. The Customer must report faults immediately to the contact details specified in **Section A IV**. Fault reporting and rectification shall be available on working days, with the exception of public holidays in Hesse, at the time agreed in the SLA (depending on the SLA option booked). Asprova shall inform the Customer of any changes to the hotline number in good time.
4. Asprova shall rectify serious faults (i.e. where the use of the Asprova Software as a whole or a main function of the Asprova Software is not possible) within the response times für high priority faults specified in the SLA from receipt of notification of the fault - provided that the notification is made within the service hours. If it is foreseeable that it will not be possible to rectify the fault within this period of time, Asprova shall inform the Customer of this without delay and notify the Customer that the period of time is likely to be exceeded.
5. Other significant faults (i.e. disruption of a main or secondary function of the Asprova Software but use still possible; or other disruptions due to faults, which are not classed insignificant) will be rectified within the response times for normal priority faults specified in the SLA.
6. Any statutory claims of the Customer against Asprova shall remain unaffected.

VI Obligations of the Customer

1. The Customer must protect and store the access data transmitted to him against access by third parties in accordance with the state of the art. The Customer shall ensure that the data is only used within the contractually agreed scope. Unauthorized access must therefore be reported to Asprova immediately.
2. The Customer shall not store any data on the storage space provided by Asprova where the use of such data violates applicable law, official orders, third-party rights or agreements with third parties.
3. The Customer shall check the data for viruses or other harmful components before storing or using it in conjunction with the Asprova Software and shall use state-of-the-art measures (e.g. virus protection programs) for this purpose.
4. The Customer shall be responsible for making appropriate data backups on a regular basis.

VII Liability for Defects

1. The warranty provisions of German tenancy law as provided for in Sections 535 et seq. of the German Civil Code (BGB) apply with regard to the provision of the Asprova Software and the provision of storage space.
2. The Customer must notify Asprova of any defects without delay.
3. Liability under warranty for insignificant impairments in the suitability of the service is excluded. Claims based on strict liability in accordance with Section 536a subsection. 1 of the German Civil Code (BGB) for defects that were already in existence at the time the contract was made are excluded.

VIII Liability

1. The provisions of **Section A. VIII.** apply accordingly.

IX. Defects in Title, Indemnification

1. The Customer warrants that the content and data stored on Asprova's servers as well as its use and provision by Asprova do not violate applicable law, official orders, third-party rights or agreements with third parties.

The Customer shall indemnify Asprova against claims asserted by third parties due to a breach of this clause upon first demand.

2. The provisions in **Section A.VII.** apply accordingly.

X. Terms of Remuneration and Payment

1. The Customer shall pay Asprova the fee specified in the quotation annually in advance.
2. The annual fee to be paid will be adjusted in the event of changes in the number of users or the storage volume in accordance with the conditions set out in the quotation.
3. The provisions in **Section A. V.** apply accordingly.
4. Asprova shall be entitled to change the amount of the annual fee to be paid upon reasonable notice of at least eight (8) weeks before the change takes effect, provided that the change is reasonable for the Customer, taking into account the interests of both contracting parties. The Customer shall be notified of the changes in writing. In the event of changes to the detriment of the Customer, the Customer shall have a special right of termination. The provisions of **Section A. XI.** shall apply accordingly

XI. Term and Termination

1. The contract comes into force upon acceptance of the offer and, unless otherwise agreed, is concluded for an indefinite period.
2. The termination provisions in **Section A. XI.** apply accordingly.
3. Asprova shall provide the Customer with reasonable support in retransferring or backing up the data at its own expense after termination of the contract.
4. Asprova shall irreversibly delete all of the Customer's data remaining on its servers 30 days after termination of the contractual relationship. There is no right of retention or lien on the data in favor of Asprova.

XII. Confidentiality, Data Protection

1. The provisions in **section A. X.** apply accordingly.

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