General Terms and Conditions
of KBR Kompensationsanlagenbau GmbH
Software Maintenance and Hotline Contract

As of May 2022

3. General Terms and Conditions of KBR Software Maintenance Contract and Hotline Contract

§ 1 Scope, subject

1) Our General Terms and Conditions apply exclusively. We do not acknowledge any of the Customer's terms and conditions that are contrary to, or deviate from, our General Terms and Conditions of business, unless we have expressly agreed to them in writing. Our General Terms and Conditions also apply if we have unreservedly provided the agreed services to the Customer in the knowledge of any Customer's terms and conditions that are contrary to, or deviate from, our General Terms and Conditions of business.

2) We hereinafter refer to ourselves as "the Contractor".

3) The Contractor will not carry out a data back-up. Data back-up is entirely the responsibility of the Customer.

4) This contract does not cover the initial installation of the software, the instruction and training of the Customer's staff, hardware changes, or the Customer's operating system, as well as individual software updates. This also applies to the rectification of faults and damage caused by the Customer's misuse, faulty hardware, an interruption in the power supply, the actions of third parties, or force majeure. These services may be agreed to and invoiced in isolated cases for a separate charge based on the Contractor's current hourly rates.

§ 2 System structure changes

Any changes in the system structure will be incorporated on the first day of the month following the change (contract signed and necessary access data delivered). There will be an adjustment in the form of subsequent billing in accordance with the compensation rates agreed. The Customer's system structure will undergo an annual inspection at the end of the year. The Customer will be obliged to provide information in this regard. If this results in changes to the system structure, there will be an update, recalculation based on the compensation arrangement mentioned above, and offsetting with any prepayments made. The changes will be factored into the yearly billing accordingly for the remainder of the contractual period. The compensation owed will be adjusted and guaranteed each year based on the current conditions.

§ 3 Availability

Business day Hotline telephone service Mon-Th, 8 a.m. to 4 p.m., Fri 8 a.m. to 12:30 p.m., not including Bavarian holidays. Customers will receive a response within 5 business days.

§ 4 Notes on maintenance service and update guarantee

The Contractor will generally configure updates so that these functions and features include the previous version to the same or similar extent. However, updates and upgrades may have different functions and features and use a new programming logic. In each instance, the installation of an update or upgrade will require deliberate organizational preparations (see the current Upgrade Manual). The Customer is obligated to acquaint themselves with different performance characteristics, program sequences, and file structures, as well as the effects of such on their own applications, prior to the installation of an update/upgrade. The Customer's claim to maintenance service and an update guarantee is not transferable.

§ 5 Maintenance prerequisites

Payment of fees is a prerequisite to making use of the services. Each subject of the Software Maintenance and Hotline Contract will be the latest software released by the Contractor. If the software has been modified by the Customer or by a third party, it will no longer be eligible for maintenance services. The Contractor's General Conditions of Contract shall apply in addition. The Customer has the option to view/request these.

§ 6 Data protection/confidentiality

In the event of remote maintenance, the Customer is responsible for the permissibility of remote maintenance by the Contractor under data protection law. In particular, the Contractor emphasizes the provision of § 11(5) of the Federal Data Protection Act. The Contractor will ensure that the employees assigned to perform remote maintenance are obliged to abide by data protection and maintain confidentiality and inform them of the consequences of misuse. The Customer agrees that their data will be stored and/or processed in accordance with the data protection law where useful for the purposes of fulfilling the contract.

The parties are mutually obliged to abide by the applicable provisions of data protection law, in particular the provisions of the Federal Data Protection Act (BDSG), as well as the Telecommunications Act in its respective current form, and to ensure that all persons assigned to work on their behalf are informed about § 5 BDSG and

obliged to maintain confidentiality. The parties are mutually obliged to treat all business and operating secrets of the other party learned through the business relationship as confidential, even after the end of the contractual relationship. The parties shall ensure that all persons entrusted with fulfilling the contract will observe this confidentiality provision. The Contractor has the right to record usernames and passwords as well as access data for the purposes of providing the services. Such data must be shared with or surrendered to the Customer at their request.

§ 7 Duties of cooperation/remote access

1) The Customer designates the Contractor as a skilled member of staff (system supervisor(s)) who gives out the information necessary to carry out the contract and may make or initiate decisions on their own.

2) The Customer is obliged to support the Contractor in carrying out their work and to create the conditions within their operating sphere necessary for the fulfillment of the contract. In particular, they shall provide the Contractor with the necessary information and grant the Contractor remote access to the system where necessary. Furthermore, they are obliged to permit the Contractor to use their hardware and - to the extent necessary - the software on it. The Customer may request to be present - virtually in the case of remote access or telephone support. At the Contractor's request, the Customer shall provide technical staff to assist the Contractor. The Customer is responsible for ensuring that a current data backup is running in a suitable form and that lost data can be recovered in an economically viable and timely manner. In particular, they should carry out a data backup in their own interest in the event of new installations and before the beginning of maintenance and repair work. The Customer is obliged to take appropriate protective measures in keeping with the state of the art in order to prevent the compromise of data due to computer viruses or similar phenomena that would lead to the data being unusable. The Customer is obliged to take appropriate technical and organizational measures to ensure that the software is used properly as intended. The Customer bears the risk of choosing software programs for the intended application. The Customer shall ensure that their use of the contractual services does not lead to a violation of established law or the rights of third parties. The Customer is obliged to indemnify the Contractor against any and all third-party claims arising in connection with a breach of contract committed by the Customer or with use of the subject of the contract by the Customer that constitutes a breach of the contract or is punishable by law. This indemnity obligation also covers the obligation to fully indemnify the Contractor against the costs of legal defense (e.g. court and attorney fees). In the event that the Customer commits a culpable breach of contract or uses the subject of the contract in a way that constitutes a breach of the contract or is punishable by law, the Contractor shall be entitled to extraordinary termination of the contractual relationship and to demand compensation for damages in respect of the revenue lost up to the end of the contractual period. The Customer is responsible for abiding by the legal regulations for exporting the hardware and software supplied.

Further claims for damages shall remain unaffected.

§ 8 Billing work hours

If an allotment of work hours (Basic package with Service Hotline package with 3, 6, or 12 hours, Comfort package with Service Hotline package with 6 or 12 hours, or Premium package with Service Hotline with 35 hours) has been agreed, this shall be the basis of the Contractor's free availability for all maintenance and service work that can be handled by the Contractor without any contractual obligation on the part of the Customer. The Customer shall pay the Contractor a flat yearly fee. This fee shall satisfy the corresponding clock hours within service hours. Maintenance and service work will be charged/invoiced in 15-minute increments. If the allotment of work hours is used up before the end of the contractual period, the Customer will be informed and can purchase additional hours under the same conditions. Hours not used will expire after one year.

§ 9 The following services are not the subject of the Hotline contract:

- Service for older program versions (visual energy 3 and earlier versions)

- Special, Customer-specific adaptations and programming

- Guarantee of the server system's (web and SQL servers) operational security if the server system is provided by the Customer

§ 10 Compensation for damages

The Contractor is liable to the Customer for damages arising as the result of the Contractor's intentional or gross negligence in the fulfillment of its contractual obligations, or of the same committed by its legal representatives, other employees, or agents. In the case of mild negligence, the Contractor is only liable if it has violated obligations that are essential to the fulfillment and attainment of the contractual purpose (cardinal obligations). If liability on the merits exists, then the duty of replacement shall be limited to foreseeable damage typical of the contract. Further claims of the Customer are excluded, no matter their legal basis. In particular, the Contractor is not liable for consequential damages or other financial losses of the client, especially not for lost profit or third-party damage. The exemptions above do not apply in the event of injury to life, body, health, or any applicability of the Product Liability Act. Where the Contractor's contractual liability is excluded or limited, this shall also apply to the personal liability of its employees, workers, colleagues, representatives, and agents. In the event of a claim by the Contractor, any contributory fault on the part of the Customer must be taken into due account. This applies in particular in the case of inadequate error messages or inadequate data backup.

§ 11 Warranty

1) The Contractor is obliged to immediately rectify defects in the services that constitute the subject of the contract.

2) The legal provisions of service contract law (§§ 611 et seq. of the German Civil Code) also apply to the warranty.

3) The Contractor is not liable for the functionality of the Customer's telephone lines or internet connections to the server during power outages or in the event of down servers that are not within their sphere of control.

§ 12 Confidentiality

1) The Contractor agrees to maintain strict secrecy regarding all confidential matters, in particular business secrets and trade secrets of the Customer, which have been shared with the Contractor in the course of the preparation, execution and fulfillment of the contract. The Contractor also agrees not to disclose them nor to use them in any other way. This applies to all unauthorized Third Parties, i.e. it also applies to unauthorized employees of the Contractor as well as the Customer, provided the transmission of such information is not necessary for the proper fulfillment of the Contractor's contractual obligations. In the case of doubt, the Contractor must ask the Customer for the appropriate consent.

2) The Contractor agrees, and agrees on behalf of all the employees employed by them in connection with the preparation, execution and performance of this contract, to adhere to the provisions of the above Paragraph 1.

§ 13 Price clause

The Contractor is entitled to increase compensation for the services it offers at its discretion (§ 315 BGB) starting six months after the conclusion of this contract. As per § 315 BGB, the Contractor is entitled to further price increases when the last price increase took effect at least six months previously. In the event of a price increase, the Customer is entitled to terminate the current contract in writing with immediate effect.

§ 14 Term

The contractual term shall always begin on the first day of the following month and end after twelve months. If the contract is not terminated in writing three months before its end, it shall automatically be extended by one more year. The "light" package is exempt from this provision, as the contract automatically ends after twelve months. The right to extraordinary termination remains unaffected for both parties.

§ 15 Final provisions

1) Only German law is applicable to this contract.

2) If the Customer is a registered trader, the agreed jurisdiction for the settlement of all disputes arising out of, or in connection with, the present contract is Schwabach, regardless of their competence.

3) If individual provisions of this contract should be ineffective or lose their effectiveness due to subsequent circumstances, the validity of the rest of the contract remains unaffected.