

1. General Terms and Conditions

- 1.1. For all legal relations between FELTEN GmbH, In den Doerrwiesen 31, 54455 Serrig, Germany, a corporation duly registered under German law (hereinafter referred to as "FELTEN") and other companies or legal entities (hereinafter referred to as "Customer"), these General Terms and Conditions (GTC) apply exclusively. For third party software, which is sold and distributed by FELTEN, these GTC apply accordingly.
- 1.2. Offers, orders and deliveries are exclusively subject to these GTC, even if FELTEN does not expressly object to different terms of purchase. Deviations from these GTC are only valid if FELTEN confirms them in writing.
- 1.3. Within the framework of an ongoing business relationship, these GTC shall also apply to all future transactions, even if no express reference is made to them. Orders placed shall be deemed to be a consent to the following terms and conditions. FELTEN expressly contradicts any terms and conditions of Customer which entail other and additional.
- 1.4. Amendments to these Terms and Conditions shall be submitted to Customer in text form no later than two (2) months before the proposed date of their entry into force. The amendments shall be deemed to have been approved by Customer, unless Customer has indicated disapproval before their proposed date of entry into force. FELTEN will particularly point out this approval effect to Customer in its offer.

2. Contractual Procedures

- 2.1. Offers from FELTEN are non-binding, unless otherwise agreed in writing. An order made by Customer constitutes an offer to conclude a contract. FELTEN can accept the order within 28 (twenty-eight) calendar days through an order confirmation ("acceptance"). The acceptance by FELTEN can occur conclusively.
- 2.2. An absence of response by MPDV to a commercial letter of confirmation does not constitute an acceptance.
- 2.3. In case of doubt, the offer or the order confirmation of MPDV shall be decisive for the content of the agreement.
- 2.4. Partial performances by MPDV are permitted to a reasonable extent.

3. MPDV's Duties

- 3.1. FELTEN supplies standard software according to the product description in FELTEN's offer. Individual software is created according to the agreed specifications. The product description and the specification conclusively regulate the quality of the software. FELTEN does not owe any further quality beyond that.
- 3.2. By FELTEN's choosing, delivery happens either by sending a data carrier to the agreed delivery address, by providing a download, or by a personal delivery at the agreed installation location. For the observance of delivery dates and the transfer of risk in the case of the dispatch of a data carrier or other legal objects, the time at which the data carrier is handed over to the carrier is decisive. In the case of providing a download, the time at which the contractual software is made available for download and Customer is notified of this, is decisive. Place of performance is the seat of FELTEN. Place of performance is the headquarters of FELTEN.
- 3.3. FELTEN shall provide Customer with a user manual with the technical and / or functional documentation of the software (hereinafter "Manual"). The Manual is provided to Customer in electronic form in the Portable Document Format ("PDF").
- 3.4. The performance deadlines specified by FELTEN require upfront the clarification of all technical questions and compliance with the client's obligations to cooperate.
- 3.5. FELTEN provides sufficient resources to ensure the execution of the project according to the project plan
- 3.6. In case FELTEN and Customer jointly develop a detailed concept ("Feinkonzept"), only this joint detailed concept is decisive for any performances possibly to be provided by FELTEN.

4. Customer's Obligations and Statutory Requirements to Cooperate

- 4.1. Customer is obligated to fulfill its cooperation duties which are assigned to him according to the mutually agreed project accompanying documents.
- 4.2. In addition, Customer has to support FELTEN at his own expense to the necessary extent in the performance of the agreed service. This includes in particular FELTEN/FELTEN (i) access to the premises, servers and the other infrastructure of Customer, (ii) the provision and exemption of qualified personnel within a reasonable timeframe; (iii) the provision of required information and (iv) the coordination of possibly any necessary third parties. Customer has to inform himself about the main functional features of the MPDV Software. Customer bears the risk whether the MPDV software meets its wishes and requirements. In case of doubt Customer has to get consulting through an employee of FELTEN or a competent third party prior to the conclusion of the contract.
- 4.3. Customer tests work results of the contractually agreed work thoroughly to be free of defects and for usability in the concrete situation before starting their operative use. This also applies to deliveries and services which Customer receives as part of the subsequent performance. For this purpose, Customer works out test cases and test procedures and generates the required test data. On request, Customer makes the data available to FELTEN.

- 4.4. Customer shall ensure the proper operation of the IT systems which are necessary for the use of the MPDV software. In particular, Customer must ensure that the IT systems comply with the current FELTEN hardware/software recommendations. Customer. Customer is responsible for the existence, quality and integrity of internal procedures and work instructions. Customer must, in particular, carry out all the necessary organizational, and technical preparations (e.g., cabling work, pre-installation of the server, coordination with machine suppliers) in a timely and high-quality manner.
- 4.5. Customer appoints a contact person for FELTEN (hereinafter referred to as "Project Manager"). The Project Manager is fully authorized to make binding decisions regarding the execution of the contract and is responsible for the assignment of the project resources of Customer. The Project Manager is authorized to make binding changes to the scope of the order and the planned dates.
- 4.6. In the case of conflicts that cannot be solved by the Project Managers, each party can convene the project steering committee ("PSC") to make a decision to resolve the conflicts. The PSC consists of the Project Managers and employees of Customer and employees of FELTEN. The PSC is informed about the developments of the project to an appropriate extent. The PSC is authorized to make binding decisions on contract amendments and escalation solutions.
- 4.7. Trained employees of Customer determine Customer-specific master data and carry out the necessary configuration. Customer shall ensure that the users are adequately trained in the handling of the system in sufficient number and scope.
- 4.8. Customer shall take reasonable precautions for the event of disruptions. In particular Customer is obligated to backup data, to carry out fault diagnosis or regularly review of the results. In case that none of the aforementioned individual measures have been taken, Customer must notify FELTEN about the absence of these precautionary measures in written form.
- 4.9. Customer shall bear any disadvantages and additional costs resulting from a breach of Customer's cooperation duties.
- 4.10. Within a two (2) year period after the termination of the contractual relation Customer shall not poach FELTEN's staff directly nor indirectly. For every case that Customer is in breach of this obligation Customer shall pay FELTEN a compensation amounting to four (4) monthly salaries of the headhunted employee. Decisive for the calculation of the compensation is the average monthly salary for the calendar year immediately preceding the termination of the employment relationship.

5. Changes to the Scope of Delivery and of Services (Change Request)

- 5.1. The parties may at any time in text form propose deviations and extensions or other changes to the scope of the supply and performance (hereinafter referred to as "Change Request"). A Change Request is handled within the framework of the procedure described below.
- 5.2. In the case of a Change Request, FELTEN checks the technical feasibility as well as the effects of the Change Request on the current project. FELTEN shall submit an offer for the implementation of the Change Request. The offer shall include information on the resulting costs and effects on the project plan and a description of the additional performances to be provided or a description of how the original performance will be modified.
- 5.3. In case the assessment of the Change Request represents a not only insignificant effort for FELTEN the assessment may be subject to the payment of a fee. Prior to the chargeable assessment of the Change Request, FELTEN submits an offer for the assessment of the Change Request.
- 5.4. Customer will check FELTEN's offer for a Change Request at short notice and if necessary will accept it. If the offer is not accepted, the scope of supply and performance remains the same as agreed upon to that point.

6. Licensing

- 6.1. FELTEN software is licensed according to the FELTEN Software License Terms.

7. Proof of functional capability and Acceptance

- 7.1. Provided that FELTEN performs any work performances, these are subject to an acceptance by Customer.
- 7.2. Customer is obliged to accept the work performed according to the contract. In case of insignificant defects Customer cannot refuse the acceptance. A material defect is a disadvantageous deviation from the agreed quality (hereinafter referred to as "Defect"). The agreed quality shall be derived from (i) the specifications and, if agreed: (ii) an acceptance concept. Customer shall take all reasonable measures to thoroughly test the work and to draw up a complete list of all Defects.
- 7.3. FELTEN requests Customer in text form for the Acceptance (hereinafter referred to as "Acceptance Request"). Acceptance is carried out via an Acceptance test. The Acceptance Test shall begin at the latest seven (7) calendar days after Customer's receipt of the Acceptance Request. The Acceptance Test shall be concluded within a period of fifteen (15) calendar days after Customer's receipt of the Acceptance Request. The request for acceptance is also possible prior to the respectively agreed completion date. The acceptance shall be in text form.
- 7.4. Upon request by FELTEN, self-contained parts of the work performance ("partial performance") shall be accepted separately ("Partial Acceptance") Within the scope of the Partial Acceptance, the functionality of the Partial Performance is validated individually. In case of inconsistencies between earlier performance descriptions and accepted performance

descriptions, the accepted performance description is decisive for the final Acceptance. For later acceptances, only the functioning of the new partial performance and the correct interaction of the previously accepted partial performances with the new partial performance shall be checked.

- 7.5.** The parties may also agree on a common acceptance concept and acceptance criteria on the basis of the agreed specifications. The acceptance concept must include the test data to be used, test cases and the expected results.
- 7.6.** The acceptance is executed in the agreed system environment. The result of the Acceptance Test is documented in a test protocol by *Customer* in which existing Defects are categorized into the following categories:
- Category 1:* Preventing use, i.e. unacceptable impairment of the normal business process or necessary business transactions cannot be carried out.
- Category 2:* Impeding use, i.e. substantial impediments to the normal course of business or necessary business transactions can only be carried out to a limited extent.
- Category 3:* Restricted use, minor defects, i.e. the use is deemed acceptable and there are only minor impediments to the normal business process or necessary business transactions can be carried out with only small restrictions.
- 7.7.** If the parties cannot agree on the categorization of the defect, an appropriate escalation procedure shall be initiated.
- 7.8.** Defects classified as Category 1 hinder the acceptance. Defects of Category 2 and Category 3 do not hinder the acceptance unless they occur in such a large number that due to the multitude they lead to an impairment like a serious Defect of Category 1. *Customer* shall set *FELTEN* a reasonable deadline for the removal of the Defects.
- 7.9.** If the report of the final Acceptance Test shows that no acceptance hindering Defects are present a, *Customer* declares the acceptance in writing without delay, but at the latest within three (3) calendar days after the Acceptance Test has been completed.
- 7.10.** After remedy of Defects hindering the acceptance, *FELTEN* has to submit the performances again for acceptance. *Customer* has the right to conduct a new Acceptance Test.
- 7.11.** The acceptance shall be deemed declared, if within thirty (30) calendar days from the receipt of the Acceptance Request, *Customer* neither declares the acceptance in text form nor submits detailed, objective reasons for the refusal of acceptance in text form. The acceptance shall in any cases be deemed to have been declared if *Customer* uses the *performed work* in productive operation (so-called "go-live").

8. Payment terms and delays in payment

- 8.1.** Payments shall be made by *Customer* within 10 (ten) calendar days from the invoice date. Any objections concern due to incorrectness or incompleteness of an invoice must be raised by *Customer* in text form no later than 7 (seven) calendar days after *Customer's* receipt of invoice. Failure to raise objections within good time shall be deemed as acceptance of the invoice. It is rebuttable presumed that *Customer* has received the invoice 3 (three) calendar days from invoice day.
- 8.2.** All prices quoted are *FELTEN* net amount and do not include any Value Added Tax (VAT), sales tax or other similar taxes. Any additional taxes and/or dues have to be borne by *Customer*. Furthermore, *FELTEN* and *Customer* are basically solely responsible for the income taxes based on their income. *Customer* shall immediately notify *FELTEN* in writing in case of chain transactions. Travel costs and expenses have to be reimbursed by *Customer*.
- FELTEN* is entitled to charge payments by *Customer* first to the costs, then to the interest and lastly to the main claim. With regard to the claim, *FELTEN* may initially credit payments against older debt if it becomes obvious after the conclusion of the contract (e.g. by application for opening of insolvency proceedings), that the claim for payment is endangered by lack of efficiency of *Customer*, *FELTEN* is entitled to determine an adequate period of time, after which the buyer has the choice to effect the consideration step by step or to provide security. If the period expires without success, *FELTEN* is entitled to withdraw from the contract (§ 321 BGB). *Customer* may only charge up against other payment claims which are not resulting from the same contractual relation, if these are undisputed or adjudicated. Likewise *Customer* may only support its lien on claims that are undisputed or adjudicated, if these do not result from the same contractual relation. Notwithstanding the provision of § 354a HGB *Customer* may not assign his claims to third parties.

9. Material and legal Defects

- 9.1.** *FELTEN* warrants, in accordance with the provisions of the German Civil Code ("Bürgerliches Gesetzbuch"), (i) the agreed quality of MPDV software covered by the contract, (ii) the agreed quality of the hardware, as well as (iii) that the transfer of the user rights of MPDV software to the *Customer* does not conflict with the rights of third parties
- 9.2.** *FELTEN* warrants proven defects through subsequent performance. Subsequent performance is at *FELTEN's* choice (i) the supply of a new software release that is defect free (ii), the supply of new hardware that is defect free; or (iii) remedying the Defect. The remedy of defects can also consist of *FELTEN* not remedying the defect itself, but taking measures to avoid the effects of the defect (work-around) In case of proven Defects of title, *FELTEN* provides warranty through subsequent performance

whilst granting *Customer* a legally flawless use of software covered by the contract or at *FELTEN's* choice provide a exchanged or equivalent software. *Customer* must accept a new software version if the functional scope of the contract is maintained and the transfer of the new version is not unreasonable.

- 9.3.** If the subsequent performance finally fails after the expiry of a reasonable period of grace set by *Customer*, *Customer* may withdraw from the contract or reduce the remuneration. Compensation for damages or compensation for futile expenses due to a Defect shall be provided by *FELTEN* within the scope set out in section 10.
- 9.4.** *FELTEN's* warranty does not apply if *Customer* has altered or edited the MPDV software without approval by *FELTEN*. This exclusion of warranty does not apply if *Customer* can prove that the Defect was not caused by this alteration or processing and that the removal of the Defect was not made more difficult by the alteration or processing. Additional costs of subsequent performance due to the change or processing shall be borne by *Customer*.
- 9.5.** If a third party asserts claims which oppose with the exercise of the contractually granted right of use, *Customer* shall inform *FELTEN* immediately and fully in text form. If *Customer* ceases to use the contractual MPDV software for important reasons, then the third party must be notified by *Customer* that an acknowledgment of the alleged infringement of the copyright cannot be derived from this discontinuance of the use. *Customer* will only conduct judicial proceedings with the third party in agreement with *FELTEN* or will authorize *FELTEN* to conduct the dispute.
- 9.6.** *Customer* can only derive rights from other violations of duty of *FELTEN*, if he contests these to *FELTEN* in text form and has granted *FELTEN* an extension for remedy. This does not apply, as far as due to the kind of violation of duty a remedy is not possible. For compensation of damages or replacement of futile expenses the limits defined in clause 10 apply.
- 9.7.** Subject to the following paragraph the statute of limitation for warranty claims is twelve (12) months and begins with the legal beginning of the period of limitation; the same period applies to claims from other obligation injuries towards *FELTEN*. Insofar as a work performance requires acceptance, the statute of limitations starts accordingly from the date of acceptance.
- 9.8.** In the event of intent or gross negligence on the part of *FELTEN*, fraudulent concealment of the defect, personal injury or defects of title within the meaning of § 438 para. 1 no. 1 lit. a BGB and in the case of guarantees (§ 444 BGB), the statutory limitation periods shall apply, as well as in the case of claims under the Product Liability Act (Produkthaftungsgesetz) and the provisions of the General Data Protection Regulation (GDPR).
- 9.9.** In case of defects of subsequent performances or circumventions or new deliveries by way of subsequent performance, the limitation period shall also end at the point in time determined in Section (9.7). The statute of limitation is suspended for the time *FELTEN* examines the existence of a defect in agreement with *Customer* or performs the subsequent performance. The suspension of the statute of limitation ends when *FELTEN* informs *Customer* about the result of the examination or declares the subsequent performance to be finished or if *FELTEN* refuses the subsequent performance. The statute of limitation occurs at the earliest three months after the end of the suspension.
- 9.10.** If *FELTEN* renders services in the search for errors or the removal of errors, without being obligated to do so, *FELTEN* can require an appropriate remuneration. This applies in particular when (i) a claimed Defect cannot be verified, or (ii) a Defect cannot be assigned to *FELTEN* or (iii) the contractual MPDV software is not used in accordance with the documentation. In particular, *Customer* also bears additional costs resulting from the elimination of Defects resulting from the violation of *Customer's* obligation to cooperate or the improper use of the contractual MPDV software.

10. Liability

- 10.1.** The claims of *Customer* for damages or compensation for futile expenses are without regard to the legal nature of the claim according to this section 10.
- 10.2.** For damages resulting from injury to life, body or health, which is due to a negligent breach of duty by *FELTEN* or an intentional or negligent breach of duty by a legal representative or agent of *FELTEN*, *FELTEN* is liable without limitation.
- 10.3.** In the case of other liability claims, *FELTEN* is only liable without limitation in the event of the non-existence of the guaranteed condition, as well as for intent and gross negligence of the legal representatives and senior executives. For the fault of other vicarious agents *FELTEN* is only liable to the extent of liability for slight negligence according to clause 10.4.
- 10.4.** *FELTEN* shall only be liable for slight negligence as far as a duty is violated, which is of particular importance for the achievement of the contractual purpose (cardinal obligation). A breach of a cardinal obligation within the meaning of this section (11.4) shall be deemed to be a breach of an obligation the fulfilment of which makes the proper execution of the contract possible in the first place or the breach of which endangers the achievement of the purpose of the contract and on the observance of which the *Customer* may regularly rely. In the event of a breach of the cardinal liability, the liability shall be limited to (i) a maximum of five times

the amount of the remuneration for deliveries and performances by *FELTEN*, as well as (ii) such damage, which must typically be expected as part of a software transfer.

- 10.5. Liability for data losses shall be limited to the typical cost for recovery that would have accrued if backup copies had been made regularly and according to risk.
- 10.6. The above provisions also apply to employees of *FELTEN*.
- 10.7. Liability under the Product Liability Act remains unaffected (section 14 ProdHaftG).
- 10.8. The statutory statute of limitations shall apply.
- 10.9. As far as and as long as the services owed by *FELTEN* cannot or not in due time be performed due to unavoidable events of force majeure or other impediments of performance not to be accounted to *FELTEN*, *FELTEN* is not liable for the delay.

11. Final Provisions

- 11.1. Periods of delivery and performance will be extended: (i) by the period in which *Customer* is in delay of payment from the contract, (ii) by the period in which *FELTEN* is prevented from delivery or performance by circumstances beyond its control and by an appropriate start-up time after the end of the reason for the impediment. These circumstances also include force majeure and industrial action. Deadlines are also extended by the period in which the client does not perform a cooperation service contrary to the contract, e.g. does not give information, does not create an access, does not provide a provision or does not make employees available.
- 11.2. *FELTEN* has the right to withdraw from the contract, if the fulfilment of the delivery obligations is not only temporarily prevented due to force majeure or obstacles of performance not caused by *FELTEN* and which cannot be overcome by reasonable expenses of *FELTEN*. By force majeure, especially but not exclusively, besides natural disasters, epidemics, epidemics, diseases or quarantine measures of a certain extent are to be understood. An obstacle to performance entitling to resignation is also given, if *FELTEN* is not able to remove the obstacle with an adequate economic expenditure.
- 11.3. Changes and amendments require text form as defined in section 126b German Civil Code. The text form also applies to changes to this text form requirement.
- 11.4. The laws of the Federal Republic of Germany apply exclusively to all contractual and non-contractual claims. The UN Convention on Contracts for the International Sale of Goods dated 11 April, 1980 is excluded.
- 11.5. The court of jurisdiction for all disputes is 54290 Trier, Germany.