COBUS
ConCept

General Terms and Conditions of the COBUS Group

Effective as of March 2020

Companies of the COBUS Group:

COBUS ConCept GmbH

Nickelstraße 21	Telefon: +49 (0) 52 42 / 40 54-0	CEO: Wilhelm Mormann
D-33378 Rheda-Wiedenbrück	Telefax: +49 (0) 52 42 / 40 54-199	Commercial Register Code: 7584
Germany		
www.cobus-concept.de	eMail: info@cobus-concept.de	VAT No.: DE 811423873

COBUS ConCept International GmbH

Nickelstraße 21	Telefon: +49 (0) 52 42 / 40 54-0	CEO: Manfred Nölkensmeier and Wilhelm Mormann
D-33378 Rheda-Wiedenbrück	Telefax: +49 (0) 52 42 / 40 54-199	Commercial Register Code: 7478
Germany		
www.cobus-concept.de	eMail: info@cobus-concept.de	VAT No.: DE 815035480

COBUS Systems GmbH

Nickelstraße 21	Telefon: +49 (0) 52 42 / 40 54-0	CEO: Wilhelm Mormann
D-33378 Rheda-Wiedenbrück	Telefax: +49 (0) 52 42 / 40 54-199	Commercial Register Code: 7836
Germany		
www.cobus-concept.de	eMail: info@cobus-concept.de	VAT No.: DE 260314068

Content

A. Application of the General Terms and Conditions of COBUS Group

A.0

These terms and conditions of business shall apply to all current and future business relations between **COBUS Group**, **the companies are COBUS ConCept GmbH, COBUS Concept International GmbH, COBUS Systems GmbH, [COBUS]** and all contracting Parties (even if the terms and conditions are not referred to explicitly for every business transaction itself), including if the contracting Party is <u>an entrepreneur (according to § 14 BGB (German Civil Code)), a legal person under public law, as well as in regard to public special estates operating as the contracting Party.</u>

These terms and conditions refer to every Party as a contracting Party conducting business with **COBUS** on the supplier and/or customer side.

A.1

These terms and conditions shall apply permanently and exclusively. Any deviating, conflicting or supplementary general terms and conditions of the user as an integral part of the contract shall apply only if and to the extent that **COBUS** has expressly agreed to its applicability in writing.

Individual arrangements made in a particular case (including collateral agreements, amendments and modifications) shall take priority over these general terms and conditions. Subject to counter evidence the written consent of **COBUS**, a written contract or a written confirmation is crucial.

A.2

All references to the applicability of legal provisions shall solely serve the purpose of clarification. All legal provisions shall apply without such clarification unless they are directly modified or expressly excluded by these general terms and conditions, even if this is not explicitly agreed on.

A.3

In the context of different legal systems, the terms may have very different meanings. In case of doubt, especially in case of contradictions and uncertainties between the translated version and the German original, the German version of the terms and conditions shall prevail.

B. Purchasing and Order Conditions

B.0
Orders and purchase orders on behalf of **COBUS** shall be governed exclusively by the purchasing and order conditions of **COBUS.**

B.1
All orders and purchase orders on behalf of **COBUS** are processed exclusively based on the legal provisions, unless governed by these terms and conditions. The terms and conditions of the contracting Party of **COBUS** do not apply.

B.2

B.2.01
The contracting Party shall provide a warranty and compensation to the legal extent and for the legal duration as provided in section B.2.

Compensation shall be referred to as claims on poor performance due to the delivery of a defective item or due to poor performance.

B.2.02
COBUS is also entitled without restriction to its statutorily determined rights of recourse within the supplier chain (supplier recourse according to §§ 445a, 445b, 478 BGB (German Civil Code)), as well as the claims for defects. **COBUS** is entitled in particular to precisely demand the type of supplementary performance (rectification of defects or replacement) from the supplier that **COBUS** owes to the customer in the individual case. This does not restrict **COBUS's** statutory right to choose (§ 439 Paragraph 1 BGB (German Civil Code)).

B.2.03
Before **COBUS** acknowledges or fulfills a claim for defects asserted by its customer (including reimbursement of expenses according to §§ 445a Paragraph 1, 439 Paragraph 2 and 3 BGB (German Civil Code)) the customer shall notify **COBUS** and provide a brief statement of the facts in writing. If the customer does not provide sustained evidence within a reasonable period of time, and if no agreement of common interest is precipitated, the claim for defects effectively allowed by **COBUS** is regarded as owing to the respective customer. In this case, the customer is responsible for supplying counter evidence.

B.2.04
The claims of **COBUS** for supplier recourse also apply if the defective goods have been further processed by **COBUS** or any other third party, i.e. by the incorporation of one product by another.

B.3
The place of performance and payment for both Parties is the headquarters of **COBUS.**

B.4
The place of performance and exclusive legal venue for any disputes arising between the contracting Party and **COBUS** from or in connection with the performed services shall be Rheda-Wiedenbrück.
However, **COBUS** shall also be entitled to sue the contractual partner within his place of jurisdiction.

B.5
The laws of the Federal Republic of Germany shall apply with the exception of international uniform law, especially the UN Law on International Sales (CISG).

C. General Terms and Conditions of Service

C.0 Contractual Contents
The business Segment of **COBUS** consists of various business areas from consulting and project planning in the fields of ERP/PPS solutions and CAD/CAM applications to sale, packaging and implementation of appropriate solutions, including, if necessary, the sale and installation of hardware and special IT services. **COBUS** provides these services based on the **COBUS** conditions complementing these general terms and conditions.

C.1. Order Confirmation/Legal Scope/Customer's Cooperation Duties

C.1.01
The following regulations apply for the goods and services that are provided by **COBUS.**

C.1.02
In the absence of a contract signed by both parties, the written order confirmation of **COBUS** is relevant for the content of the respective contract along with the service description of **COBUS** (where applicable).

C.1.03
Explanations given by employees who do not have the right of representation, as well as subsidiary agreements entered into by same, require the written confirmation of **COBUS** to become effective.

C.1.04
Upon the conclusion of the contract by way of the signature of both parties, all previous offers, cost models, negotiation protocols, statements, collateral agreements and preliminary contracts lose their effectiveness, unless the contract refers back to them.

C.1.05
Paragraph C.1.04 shall apply accordingly when the order is confirmed by **COBUS.**

C.1.06
Regular purchasing regulations apply in case of selling standard software.

C.1.07
The customer is obliged to provide **COBUS** with all the necessary information and documents required for the execution of order. In addition, the customer must ensure to fulfill the technical IT requirements. The customer only undertakes to assign suitable employees to meet the information obligations. Preparing a service description, which is presented to the customer for review and approval, this service description and its scope of services shall be binding for both parties. If the necessary processes conducted by

COBUS involve customer-specific legal and/or company-specific provisions, the customer shall be responsible for verifying the correctness of the procedures recommended.

C.1.08
Specifications concerning the products and services of **COBUS** shall only be attributed to **COBUS** if the information was provided by **COBUS** or the information was expressly authorized by **COBUS**, or if **COBUS** knew or had to know the information, and if **COBUS** did not dissociate from it within a reasonable time. Resellers or customers shall not be considered assistants as defined by § 434 Paragraph 1 BGB (German Civil Code). A sufficient correction of the specifications in the sense of § 434 Paragraph 1 BGB can in any case be made at **www.cobus-concept.de.**

C.1.09
Specifications that can be attributed to **COBUS,** which contain measurable values, shall be understood as including a tolerance of ± 2%.

C.1.10
Consulting services as well as organizing services shall only be accepted based on a specific contract, and they are subject to separate compensation.
The customer must also take the appropriate action concerning consultancy services; the customer shall meet the agreed deadlines, and provide the necessary IT infrastructure and similar.

C.1.10
COBUS reserves the right to deliver the documentation of the contractual software separately as a printable file, on a disk, or, as online help integrated into the software. The customer has the right to receive the documentation as a printed version for a separate compensation according to the currently valid price list.

C.1.11
COBUS emphasizes that a proper use of the contractual software is not possible without a special training even if used by an intermediate user due to its complexity and customer-specific requirements.
COBUS offers appropriate training against separate compensation.

C.2. Copyright/Third-party Rights/Legal scope/Compensation/Dongles

C.2.01
Schedules, designs, drawings, drafts, layout and other drawings, text templates etc. produced by **COBUS** shall remain the property of **COBUS**, even if the customer has borne the costs.
The right of utilization of all the devices and results is exclusively reserved for **COBUS.**

C.2.02
The customer shall observe the manufacturer's licensing restrictions with regard to the software provided to the customer by **COBUS** and shall also oblige their employees to observe these third-party copyrights.

C.2.03
COBUS grants the customer a non-exclusive, non-transferable right to use the software to the contractually agreed extent. Unless otherwise stipulated in the contract, the customer acquires a limited, non-transferable single right of use. Multiple use of software must be stipulated separately in written form. Multiple user rights refer to the simultaneous installation and/or use of software on multiple workstations. Multiple use in this sense also exists if the software is installed on a permanent storage unit, but it permits simultaneous access to the software from several workstations. Whether or not and to what extent the software may be used by the customer, shall be specified in the respective contract.

The customer is not permitted to rent or lease the software for any purpose subject to clause C.2.06, or to grant limited rights.
Any breach of these conditions constitutes a violation of the terms of use.

C.2.04
The customer is not entitled to duplicate the software and the documentation provided without express written consent. The right to back up the software remains unaffected.

C.2.05
The customer is not permitted, subject to clause C.2.06, to provide the software, documentation, or copies to any third party without the express written consent of **COBUS.**

C.2.06
The customer is only permitted to pass on software, documentation, or copies of the software, or make them available to third parties with the final divestment of all of its own individual opportunities. The customer grants **COBUS** the right to assess compliance with the terms of use at any time during the regular business hours on the customers premises.

C.2.07
The customer acquires the right of use of the software version being valid at the time of conclusion of contract or of the first installation.

C.2.08
Decompiling the software is not permitted. In the event that the customer requires interface information to maintain interoperability according to §69e UrhG (German Copyright Law), **COBUS** will issue the information to the customer upon request. Only if **COBUS** does not comply with this request within a reasonable period of time, the customer shall be permitted to decompile the software parts that are necessary for the interface analysis.

C.2.09
A violation of these terms of use under section C.2 constitutes a criminal offense according to § 106 UrhG *(German Copyright Law),* and may be prosecuted ex officio by the Public Prosecutor's or due to particular public interest, or by criminal complaint.

C.2.10
In each individual case of violation of the preceding terms of use, the customer shall pay a fixed compensation amounting to 50% of the total invoice amount. The customer shall prove that no damage has been incurred, or that the damage is significantly less than what was specified as the compensation amount.
COBUS expressly reserves the right to assert additional claims for damages for all direct and indirect damages.

C.2.11
The above-mentioned provisions also apply to the agreed multiple use and beyond.

C.2.12.
COBUS reserves the right to use dongles (software protection plugs) and the like. If and to the extent **COBUS** uses appropriate protective plugs, the user right is bound to the proper use of the relevant software dongle. In the event of loss the customer's right to use the software expires.
In the event that **COBUS** assigns the use of the software only for a limited period of time, the customer must return the dongle to **COBUS** at the end use. If the customer loses a dongle, they have the right to purchase a new dongle from **COBUS** at the price of the software protected by the lost dongle.
If a dongle has been damaged, the customer has the right to purchase a replacement dongle from **COBUS** in exchange for the damaged dongle for a fixed amount of €440 plus VAT. In that case, **COBUS** reserves the right to charge an expert with the examination of the dongle to verify the identity of the dongle at the expense of the customer.

C.2.13
In the event that **COBUS** provides the software only for a limited period of time, **COBUS** is entitled (by suitable technical precautions) to ensure that the software no longer runs upon the expiry of the agreed time. The contractual use of the software remains unaffected.

C.3. Place of performance/Delivery /Risk Assumption/Approval (WHAP)

C.3.01
The place of fulfillment for all goods and services

to be delivered by **COBUS** shall be the headquarters of **COBUS** based in Rheda-Wiedenbrück.

C.3.02
Delivery shall be made ex warehouse. By request and costs of the customer the product is dispatched to another destination (sending purchase). Unless agreed otherwise, COBUS shall be authorized to determine the dispatch method and the means of transportation as well as the forwarding agent or the carrier.

C.3.03
The risk of accidental destruction or accidental deterioration of the product is transferred to the customer at the time of transfer, in case of a dispatch sale at the moment of transferring the product to the shipping agent, the carrier, or to any other party nominated for the dispatch. As far as an acceptance procedure hast been agreed on, this is relevant for the transfer of risk. The legal provisions of the contract also apply to the agreed acceptance in accordance with the law. The default of acceptance by the customer shall be equivalent to delivery or acceptance.

C.3.04
Any delivery will be insured on request of the customer only and at their expense.

C.3.05
The customer shall be obliged to confirm the services provided in writing.

C.3.06
If a test run has been agreed on the customer shall be obliged to confirm the proper execution and success of the test. The customer shall also confirm the service provided.

C.3.07
In case partial acceptance has been agreed on paragraphs C.3.05 and C.3.06 apply accordingly.

C.3.08
The contractual object as well as partial agreements shall be deemed accepted
- if the customer uses it for production

or
- in the event of changes being made to the contractual object effectuated by the customer or third parties

or
- if the customer fails to confirm the services/partial services within 10 days after being requested by **COBUS** in writing, or in case test runs have been agreed on and the customer does not enable **COBUS** to approve the relevant program.

C.3.09
In the event that the customer fails to confirm the services or partial services provided, despite legal requests effectuated by **COBUS**, the administrative workload increases to the extent that the customer owes an administration fee in the amount of €100. The customer shall be entitled to prove that **COBUS** has suffered no or significantly less damage than the compensation amount specified.
In addition, **COBUS** is entitled to predicate the further implementation of the project on the confirmation, and/or to interrupt the project until the customer provides all of the relevant confirmation of services.

C.3.10
COBUS approves the proper machine control of all the machine aggregates by means of a default program. **COBUS** is not obliged to develop software for the approval of the machines. However, programming may be performed against separate compensation.

C.4 Delivery Period and Delay in Delivery/Partial Delivery

C.4.01
Delivery **dates** describe a date, whether it is a certain day or calendar week or the like, at which the delivery has to be performed. Delivery **periods** describe the period of time within which a delivery has to take place. The delivery **time** is the generic term for both delivery dates and delivery periods.

C.4.02
All of the delivery **times** are subject to the availability of services. In the event that the promised services are not available **COBUS** shall inform the customer immediately and provide the customer with the expected, new delivery **time**. In case the performance remains unavailable within the new delivery **time**, **COBUS** is entitled to withdraw from the contract in whole or in part; and **COBUS** shall immediately reimburse the customer for any counter-performance already realized. Deemed as the non-availability of the service in this case is, in particular, a late self-delivery of **COBUS** by the supplier, in the event that **COBUS** has concluded a congruent hedging transaction, and that neither **COBUS** nor the third party are at fault, or in case **COBUS** is not obliged to provide manufacturing.

C.4.03
Unless expressly agreed otherwise all delivery **periods** apply ex works. Such delivery **periods** begin with the time specified in the order, but at the earliest when all documents, approvals, requests and shipment addresses have been provided by the customer, all order details have been clarified, and the customer has provided the agreed deposits or securities.

C.4.04
Transactions for delivery at a fixed date must be

expressly designated as such and must be expressly confirmed in writing.

C.4.05
Where a delivery period has been agreed on the delivery period shall be prolonged appropriately if the customer falls into arrears providing the necessary documents, approvals, requests and shipment addresses, deposits, or payment securities.

C.4.06
Where a delivery time has been agreed on the delivery time shall be prolonged appropriately if the customer falls into arrears providing the necessary documents, approvals, requests and shipment addresses, deposits, or payment securities.

C.4.07
A corresponding postponement of the delivery dates or extension of the delivery times shall also apply if the requirements for the services to be provided by **COBUS**, which need to be provided by the customer themselves or by third parties, are not fulfilled on time.

C.4.08
If the customer would like to make changes to the order after the order has been confirmed, the delivery **period** shall only commence once the change is confirmed by **COBUS**. The delivery date is postponed accordingly.

C.4.09
The delivery time will be extended appropriately when unforeseen circumstances occur that **COBUS** was unable to avert with the due care applicable to the circumstances of the case, and that have a significant influence on **COBUS's** obligations such as natural catastrophes, blockades, war, terror attacks, strike, lock out and other industrial unrest, confiscation, embargoes, total or partial failure on the part of subcontractors, for which **COBUS** is not responsible unless **COBUS** has expressly assumed the procurement risk or a delivery guarantee. **COBUS** also has the right in any case mentioned before to withdraw from the contract, provided that it is not only a temporary obstacle to performance.

C.4.10
Whether delivery is in default shall be determined by the legal regulations. However, a reminder by the customer is absolutely necessary.

C.4.11
In case of a delay in delivery due to ordinary negligence on the part of **COBUS** the customer may demand a fixed compensation. The compensation amounts to 0.5% of the net price (delivery value) for each full calendar week of the delay, but, not exceeding a maximum amount of 5% of the value of the delivery affected by the delay.

COBUS shall prove that no damage has been incurred, or damage significantly less than what is specified as the compensation amount.

C.4.12
The customer's claims based on paragraph C.9.02 as well as the statutory rights of **COBUS** remain unaffected, especially in the event of exclusion of the performance obligation such as the impossibility, impracticality of performance and/or supplementary performance.

C.4.13
In case the provision of services by **COBUS** is delayed due to circumstances attributable to the customer, the customer bears all of the possible disadvantages arising from the delay.

C.4.14
COBUS is entitled to effectuate partial deliveries to a reasonable extent.

C.4.15
If **COBUS** applies the right of partial delivery or delivery of a smaller quantity, the payments for products and services, which have already been delivered, cannot be held back for this reason.

C.5. Terms of Payment

C.5.01.
The prices for deliveries and services include the VAT (value added tax). The costs of packaging, dispatch, and insurance (where applicable) are to be borne at the request and expense of the customer.

C.5.02
A discount is granted only if expressly agreed in writing.

C.5.03
Unless otherwise agreed, the payments are due immediately.

C.5.04
Unless otherwise agreed, the payments for services provided by **COBUS** in the relevant month are due at the first day of the following month. This also applies if the services provided by **COBUS** take several months, such as consulting services, training courses, project meetings, project documentation, or the like.

C.5.05
This also applies to the services provided in the relevant month, such as work on the software, configuration of the software as well as adjustments carried out in the course of several months. The payment of these services is also due at the first day of the following month.

C.5.06
COBUS is authorized to determine a payment date together with or independent from the invoiced calendar date or which may be calculated with a calendar.

C.5.07
The customer will be in arrears with their payment, if they do not pay after receiving a reminder by **COBUS** that will be sent after the payment due date has passed.

C.5.08
Payments to be made to **COBUS** shall be due 10 days after the invoice date at the latest. Upon exceeding this time limit, the customer shall be in default irrespective of any reminder.

C.5.09
In the event that the customer is in arrears, interest on the arrears shall apply from the due date at the level of the current legal default interest rate.

C.5.10
COBUS reserves the right to assert further damage beyond the stipulations contained under Section C.5.09.

C.5.11
The place of fulfillment for all of the payments shall be the registered office of **COBUS**.

C.5.12
The customer shall only be entitled to offset or retain a payment against claims that are uncontested or subject of a binding decision by a court. However, this restriction does not apply provided that the counterclaim is set off in a synallagmatic proportion with the claims of COBUS.

C.5.13
The customer shall have no right of retention except for the claims mentioned under Section

C.5.12.
Rights in accordance with § 320 BGB (German Civil Code) shall however remain valid in as much as **COBUS** does not fullfill its warranty obligations.

C.5.14
If following the conclusion of the contract - in cases where a declaration of intent to conclude the contract is also required from the customer, after the last declaration of intent to conclude the contract issued by **COBUS** - the financial circumstances of the customer deteriorate considerably and, for example, a bill of exchange and/or check fails to clear, **COBUS** shall have the option to demand either advance payment or the provision of a security for all outstanding goods and services resulting from contracts under the same legal relationship (§ 273 BGB (Geman Civil Code)).

If the customer does not comply with this demand, **COBUS** may withdraw from the agreements mentioned, or, after setting a period of notice, the demand damages instead of payment, i.e. 25% of the unperformed order amount without special demonstration, unless the customer proves lesser damages.

Only in cases where the potential damage is unusually high **COBUS** may claim compensation beyond the fixed amount of compensation. In this case, the above-mentioned fixed compensation amount shall be credited to the total claim.

C.5.15
The hourly rates, surcharges etc. of **COBUS** apply for every normal hour of travel, maintenance or work, based on the relevant collectively agreed working week. The current price list and travel allowance of **COBUS** shall be valid for all of the services provided. The travel time shall also be calculated according to the current price list and travel allowance of **COBUS**. **COBUS** calculates the travel allowance that comprises expenses for food and accommodation for each travel day and workday. In the event that installation, or any other customer services, continue on a weekend, a daily allowance or travel costs shall be paid at the discretion of **COBUS**, provided that nothing has been expressly agreed to the contrary. Public holiday fees and expenses may also be charged on local holidays.

C.5.16
Travel expenses may be charged as follows:
- Flights: economy class
- Rail journeys: first class
- Local transport: taxi and luggage rack (where applicable)
- In-house vehicles or vehicles of employees of **COBUS**: mileage allowance according to **COBUS's** current charge rates.

C.5.17
Travel time and travel expenses for the return journey can only be entered on the job documents or time sheets upon the completion of the service.

C.5.18
The aforementioned charge rates shall be subject to the currently valid wages, salaries and working hours. In the event that the costs mentioned hereinabove change, **COBUS** reserves the right to change the charge rates accordingly. The applicable invoice rates are available upon request.

C.5.19
In case installation, commissioning, maintenance, repair, or any other services are delayed for reasons beyond the control of **COBUS**, the customer bears all of the resulting costs, in particular the maintenance costs, extra travel costs,

and expenses for staff sent by **COBUS**, and by subcontractors commissioned by **COBUS** incurred as a result of the delay. The aforementioned legal consequences only apply to delays within the customer's responsibility.

C.5.20
To customers participating in the SEPA Direct Debit Scheme applies a shortened pre-information notice, contrary to the SEPA rules, of at least 1 day before the due date.

C.6. Examination Obligations and Obligation of Defect Notification

C.6.01
Claims for defects by the customer are subject to the customer's compliance with their duties of examination and notification of defects contained in §§ 377 and 381 HGB (German Commercial Code) and to the provisions under Section C.6.

C.6.02
The customer is obligated to constantly examine the proper performance of the delivery and services performed by **COBUS**. All deliveries and services performed by **COBUS** including software (depending on the liabilities specified in the contract) must be examined for their regularity immediately upon delivery or installation. If there is any evidence for irregularities, defective service, defective delivery, or incorrect delivery, the customer's duty to examine the delivery/service intensifies accordingly.

C.6.03
The examination obligations and the obligations of defect notification under section C.6 also apply to specification sheets, performance specifications, requirement analysis and similar information provided to the customer related to the services to be provided by **COBUS**.

C.6.04
COBUS shall be informed about the obvious defects in writing or by email immediately, i.e. no later than 14 days after hand-over, delivery or acceptance (depending on the liabilities specified in the contract).

C.6.05
Non-obvious defects shall be reported to **COBUS** in writing or by email immediately, i.e. no later than 14 days after hand-over, delivery, or acceptance (depending on the liabilities specified in the contract).

C.6.06
Complaints under section C.6.04 and C.6.05 must be provided in detail containing the precise indication of the defect. A general complaint about a defective services or defective performance of the program is not allowed, as the customer does not meet their obligations of defect notification in this way.

C.7. Data Backup/Data Integrity

C.7.1
COBUS points out that data including programs and the like may get lost due to various circumstances and that a recovery of such data may be impossible or possible only with an unreasonable amount of effort.
The customer is responsible for a professional backup of the database adapted to the volatility of the relevant database. The customer meets these requirements in particular if they act in accordance with the standard DIN ISO 27001 IT baseline protection.
In case of loss of data caused by **COBUS,** the compensation duty shall be restricted to providing the data as if the customer had met his obligation of data backup mentioned hereinabove. **COBUS's** liability concerning section C.9.02 remains unaffected.

C.7.02
COBUS shall not be liable for any loss of data or data distortion caused by remote maintenance or any other services provided by remote data transmission. **COBUS emphasizes** that data integrity is at risk during remote data transmission, especially due to defaults and defective EDI terminal devices. In case of any data corruption or loss of data on behalf of **COBUS**, **COBUS** shall carry out the work again, without the recalculation of the customer, as far as the data of the customer is concerned by providing backup data.

C.8. Claims for Defects (Warranty)
In these terms and conditions, the warranty is referred to as claims for poor performance due to the delivery of defective goods or services or defective works.

C.8.01
The rights of the customer concerning material defects and legal defects (including incorrect and short deliveries as well as improper installation or inadequate operating installation instructions) are subject to the legal regulations unless agreed otherwise. The special legal provisions in the case of ultimate delivery of the goods to the customer (Suppliers' Recourse according to § 478 BGB (German Civil Code)) remain unaffected in all cases. The customer's claims arising from of the Supplier's Recourse also apply if the goods have been further processed by the purchaser or any other customer before being sold to the customer.

C.8.02
The liability of **COBUS** is excluded in the event that the customer does not attend to their duties concerning the examination obligations and obligation of defect notification mentioned under section C.6. including all of the defects that are not reported.

C.8.03
The general period of limitation for claims arising from defects in quality and defects in liability shall be twelve months from delivery or, as far as acceptance has been agreed on, from acceptance. Special legal provisions concerning the period of limitation (especially §§ 438 Section1 No. 1 and No. 2, Section 3, 444, 445b BGB; § 634a Section 1 No. 2 and No. 3, and Section 3 BGB (German Civil Code)) remain unaffected.

C.8.04
The general period of limitation also applies to claims contractual or non-contractual defects based on a defect in quality.
The above-mentioned reduction of the general period of limitation does not apply
> ➤ if the damage is based on the firm intention or gross negligence of **COBUS**, its representatives, or its subcontractors;

> ➤ or for damages from injury to life, limb and health;

> ➤ in case of delay as far as a fixed delivery date has been agreed on;

> ➤ if defects are fraudulently concealed;

> ➤ upon acceptance of a guarantee and/or assumption of the procurement risk/production risk according to §276 BGB (German Civil Code) by **COBUS**

> ➤ in cases of statutory liability.

The above-mentioned provisions do not include the burden of proof to the disadvantage of the customer.

C.8.05
If the warranty period is suspended or interrupted because of the work conducted or replacement deliveries made by **COBUS**, this suspension or interruption shall only relate to the functional unit affectuated by the delivery of replacements or repairs.

C.8.06
In cases where the customer is entitled to subsequent performance (repair or replacement delivery), **COBUS** shall decide whether this is to be effectuaed by repairing the defects or by means of a replacement delivery of fully-functional goods. Any right to refuse the chosen kind of subsequent performance that may be available according to the statutory provisions shall remain unaffected.

C.8.07
No warranty is given for the damages resulting from any of the following causes: improper or inappropriate use; faulty installation or assembly and/or initial operation on the part of the customer or third parties; natural wear and tear; im-

proper or negligent handling, most notably excessive operational demands, inappropriate operating resources and cleaning agents; substitute materials; chemical, electrochemical, or electrical influences provided that these are not attributable to **COBUS**.

C.8.08
COBUS does not accept any warranty for components provided or supplied by the customer. The customer alone shall be responsible for the suitability and condition of such components, unless expressly agreed to the contrary.

C.8.09
In the case of failure to observe the operating and maintenance instructions by the customer, it is assumed that any damage incurred is due to the failure of observing the instructions. In this case, the customer carries the burden of proof and proof for the opposite.

C.8.10
COBUS is entitled to make the owed subsequent performance dependent on the fact that the customer pays the due purchasing price. The customer has, however, the right to retain a portion of the purchasing price appropriate in relation to the defect.

C.8.11
Work on the goods delivered by **COBUS** or other performances provided by **COBUS** are only considered as flaw rectification or rework activities
> ➤ if the defects have been expressly acknowledged by **COBUS**

> ➤ in case of already proven defects

> ➤ and as far as justified defects are concerned

Without these conditions, such activities are considered as special services.

C.8.12
In general, all the rework activities or replacements are considered special performances by **COBUS** unless explicitly performed in recognition of a legal obligation.

C.8.13
In case program errors or the like occur **COBUS** may also fullfill its warranty obligations providing a solution that eliminates the error (workaround). Further claims on behalf of the customer are excluded unless the defect affects the user-friendliness significantly.

C.8.14
All of the expenses that are necessary for the purpose of inspection and subsequent performance, in particular transport, route, work and material costs shall be borne by **COBUS -** if there

is actually a defect. Otherwise, **COBUS** may demand compensation from the customer for the costs arising from the unjustified defect removal request (in particular inspection and transport costs), unless the customer was not aware of the defectiveness.

C.8.15
Concerning the costs of removal, installation or assembly of the defective item, the liability for claims of compensation by **COBUS** shall generally be governed by the legal provisions (in particular § 439 section 3 BGB (German Civil Code)).

C.8.16
In the case of systems supplied by **COBUS**, which are installed or operated outside of Germany, although the relevant contract was concluded with a subdivision or head office of the customer located in Germany, the customer shall bear any additional costs (transport costs, travel costs and other expenditure) incurred in connection with any and all services under warranty provided by **COBUS** beyond the borders of Germany.

C.8.17
The customer must provide **COBUS** with the necessary time and opportunity to perform the reworks and replacement deliveries owed due to warranty obligations. Only in urgent cases that endanger the operational safety and to avoid unreasonably greater damages, of which **COBUS** needs to be informed immediately, or when the **COBUS** is in delay with rectifying the defects, the customer shall have the right to rectify the defect themselves or to involve a third party to carry out the repair and to demand the appropriate repayment for their costs.

C.8.18
If the subsequent performance has failed or a reasonable deadline that is to be set by the customer for the subsequent performance has expired unsuccessfully (§ 323 Section 1 and § 281 Section 1 BGB (German Civil Code)) or it is dispensable according to the legal regulations (§ 323 Section 2 and § 281 Section 2 BGB (German Civil Code)) or **COBUS** refuses service according to § 439 Section 4 BGB and § 635 Section 3 BGB (German Civil Code), or if the customer cannot be reasonably expected to accept it, the customer has the right to cancel the purchase contract or reduce the purchasing price. The right to rescind the contract, however, does not apply to a merely unimportant defect.

C.8.19
The right to reduce the price (price reduction) is only valid after containing the consent of **COBUS.**

C.8.20
Such claims of the customer of compensation or reimbursement are also excluded in **case of defects mentioned under Section C.9.01; otherwise, it only applies in the events mentioned under Section C.8 and C.9.01.**

C.9. Other Liabilities

C.9.01
Unless otherwise agreed on in these terms and conditions, or subject to the provisions under Section C.9.02, any compensation claims or reimbursement of expenses by the customer for whatever legal reason, are excluded.
This applies in particular for any claims for compensation from delicts (i.e. according to § 823 BGB (German Civil Code)).
In as far as the liability is excluded or limited, this shall also apply to the personal liability of the employees, staff, colleagues, representatives, and vicarious agents of COBUS.

C.9.02
These liability restrictions do not apply
- ➢ as far as the damage is based on firm intention or gross negligence of the representatives and vicarious agents of **COBUS**;

- ➢ with the culpable breach of essential contractual obligations whereupon damages are similarly in this case limited to typical loss and foreseeable failures at the time of the conclusion of the contract. Material contractual obligations are such obligations that protect material contractual legal positions of the customer that the agreement must grant to it according to its content and purpose; materials are also contractual obligations, the fulfillment of which is absolutely necessary for the orderly conducting of the agreement, and the adherence to which the purchaser may regularly entrust.

- ➢ or for damages from injury to life, limb and health;

- ➢ in case of delay as far as a fixed delivery date has been agreed on;

- ➢ if defects are fraudulently concealed;

- ➢ upon the acceptance of a guarantee and/or assumption of the procurement risk/production risk according to §276 BGB (German Civil Code) by **COBUS**

- ➢ in cases of statutory liability.

- ➢ the above-mentioned provisions do not include the burden of proof to the disadvantage of the customer.

C.9.03
Even if the legal preconditions otherwise exist, the customer cannot withdraw from the contract due to the infringement of obligation not constituted by a defect in the goods supplied if the infringement of the obligation unless it is caused to **COBUS**. A free right of termination of the customer (in particular according to §§ 651, 649 BGB (German Civil Code) is excluded. Otherwise the legal requirements and legal consequences shall apply.

C.10 Place of Performance and Place of Fulfillment

C.10.01
Place of performance and place of fulfillment for all of the services provided by **COBUS** is the headquarters of **COBUS**.

C.10.02
The place of performance and fulfillment of all obligations of the customer arising from the legal relationship is the headquarters of **COBUS.**

C.11. Call Order

C.11.01
If orders at call are not called within four weeks after the expiry of the calling period, **COBUS** has the right to demand payment.

C.11.02
The same applies to orders at call without a fixed calling period provided that four months have passed from the notification of dispatch by **COBUS**.

C.12. Retention of Title/retention of License

C.12.01
All of the deliveries shall be effectuated under the reservation of ownership.
For software deliveries this means that the right to use the software is subject to the condition of a legitimate release request of **COBUS** mentioned under section C.12.04.

C.12.02
This reservation together with the following extension applies until the payment of all claims originating from the business relationship with the customer, and until the complete exemption of contingent liabilities that **COBUS** may have entered in the customer's interest, has been made.

C.12.03
Pledging the delivered goods is not allowed.

C.12.04
COBUS is authorized to demand the goods and services reserved for essential reason in particular in the event of a default of payment on behalf

of the customer against the charge of the liquidation proceeds without withdrawing from the contract. At the moment **COBUS** requests the customer to release the software because of any default on the business relationship or any release from contingent liabilities incurred by **COBUS** in the interest of the customer, all rights of use of the software expire, without this being considered a withdrawal from the contract. The above-mentioned applies if **COBUS** has provided the customer with a performance period of 7 days. This deadline can be set at the same time as the reminder.
Further use after the unsuccessful expiry of the deadline as specified hereinabove constitutes a criminal offense according to § 106 UrhG (German Copyright Law), and may be prosecuted ex officio by the Public Prosecutor's or due to particular public interest, or by criminal complaint.

C.12.05
If and to the extent that the goods taken back by **COBUS** can be sold elsewhere in the ordinary course of business, the customer shall owe 10% of the invoice value as reclamation costs, without the need to furnish further proof. In case selling the product in a regular business process is impossible, the customer owes an additional 30% of the goods invoice value for loss of value. The customer reserves the right in each case to prove that **COBUS** did not incur any damage or damage that was significantly lower than the stated percentages.

C.12.06
In addition, **COBUS** reserves the right to claim damages or other compensation.

C.12.07
The processing and editing of the goods and services provided by **COBUS** is always performed on behalf of **COBUS**, so that the goods under the exclusion of the consequences in accordance with § 950 BGB remain in the ownership of **COBUS** in every processing condition or even as finished goods. If the goods under reserve are worked, assembled or compounded with objects also being under extended reservation of title, i.e. by excluding the legal consequences of § 950 of the German Civil Code, **COBUS** will acquire co-ownership in the new product in relation to the value of the goods' invoice to the other processed goods at the time of processing.

C.12.08
The customer herewith assigns in advance all claims from the resale, processing, installation and any other use of the goods to **COBUS**. As far as the objects being sold, processed or installed by the customer containing objects that are not owned by the customer and that are subject to the reservation of proprietary rights with selling clause and assignment in advance by other suppliers, the assignment is performed in regards to the joint ownership proportion of **COBUS** that

corresponds with the claim proportion, otherwise to the full extent.

C.12.09
The direct debit authorization, which remains with the customer despite assignment, shall expire through a revocation, which can occur at any time.

C.12.10
If the value of the collateral to which **COBUS** is entitled exceeds **COBUS's** claim against the buyer by more than 50% at the delivery of goods and 20% for other services, **COBUS** shall be obliged at the customer's request to release collateral in the corresponding volume at **COBUS's** option.

C.13. Headlines/Definition

C.13.01
All headlines in the **COBUS** terms and conditions shall only serve to facilitate legibility and they have no influence on the significance and interpretation of the individual provision.

C.13.02
Written declarations of intent and declarations of knowledge according to these terms and conditions are also considered declarations if transmitted by any authorized representative in text form (e.g. by fax, email, or letter).

C.14. Non-Solicitation Agreement/Contractual Penalty
The customer commits not to directly and/or indirectly entice any employees from **COBUS**, respectively not to employ them during the term of contract as well as for two years after termination (**Non-solicitation agreement).** For each case of willful or negligent violation of the restriction of the non-solicitation agreement, the customer must pay a penalty fee equal to two gross annual salaries of the employee concerned. The penalty fee refers to the year that the customer breaches the contract, i.e. the gross annual salary of the respective year of infringement is relevant.

C.15. Place of Jurisdiction and Substantive Law

C.15.01
In case the customer is a merchant in terms of the German Commercial Code (Handelsgesetzbuch), or a public corporation or a public asset, **COBUS's** headquarters based in Rheda-Wiedenbrück is the exclusive place of jurisdiction (also the international place of jurisdiction) for all disputes arising from this contractual relationship.
However, **COBUS** is also entitled to take legal action at the national courts of the customer's place of business, or other national courts having jurisdiction according to domestic or foreign law.

Legal regulations of top priority remain unaffected.

C.15.02
The laws of the Federal Republic of Germany shall apply with the exception of the UN Law on International Sales (CISG).
The prerequisites and effects of the reservation of title according to Section C.12. are subject to the law of the respective storage location of the object insofar as accordingly the choice of law that was agreed on is inadmissible or invalid for the benefit of German law.

C.16. Final Provisions
If a provision of these terms and conditions or a provision within the scope of further agreements be or become fully or partially invalid, void, or not feasible, the validity of all further provisions remains unaffected. In addition, § 306 Section 2 and 3 BGB (German Civil Code) remain unaffected.

C.17. Special Conditions
In order to complete the above-mentioned general terms of service, any special conditions agreed on explicitly are valid for all consultancy services and other services provided by **COBUS.**

D. Conditions of Consultancy Services

D.0. Contractual Contents
The subject of the contract is the consultancy of the customer in the fields of EDP organization, in particular related to ERP/PPS solutions or CAD/CAM applications.

D. 1 Duties
COBUS provides special expertise and know-how in the field of software solutions such as Infor, ApPlus, COBUS ERP/3 ERP/PPS, and COBUS CAM/CAM solutions. **COBUS** provides its consulting services based on the above-mentioned expertise resulting from years of experience. In case any particular circumstances arise on the customer's part that deviate from the general experience, **COBUS** is only responsible for the consideration of these circumstances if the customer has informed **COBUS** about the aforementioned circumstances.

D.2. Compensation
The consultancy services provided by **COBUS** as defined in Section D.1. shall be charged separately from other services in accordance with the currently valid price list.

D.3. Due Date
Unless explicitly agreed on otherwise, the payments for consultancy services performed by **COBUS** in the relevant month are due 10 days after invoicing. This also applies to consultancy services that take several months.

D.4. General Terms and Conditions
In addition, the General Terms and Conditions of **COBUS** apply for the contractual relationship of the parties and also for consultancy services in addition to the General Terms and Conditions of **COBUS** in accordance with Section C.

E. Conditions for Seminars and Training

E.0 Contractual Contents

These terms and conditions for seminars and training apply for the organization and execution of all seminars and training provided by **COBUS.**

E.1. Registration/Confirmation/Accommodation

E.1.01

The registration for a seminar online, by post, or by fax is binding for the customer. The customer is bound to the registration for six weeks from the registration date.

E.1.02

The contract shall be concluded only upon the confirmation of the customer's participation by **COBUS**.

E.1.03

In the event that **COBUS** provides the customer with information about hotels **COBUS** assumes no liability for these hotels or for the fact that appropriate accommodations are available.

E.2. Absence and Cancellation/Administration Fee

E.2.01

In the event that fewer than three participants registered for the seminar, **COBUS** reserves the right to cancel or to postpone the seminar. This also applies to staff sickness, in cases of force majeure or other unforeseeable events.
The seminar fee shall be reimbursed to the customer if they cannot attend the alternative date. In this case, further claims against **COBUS** are excluded.

E.2.02.

Cancellation of participation must be performed in writing.
In the event that the customer cancels up to 14 days in advance, the customer shall pay an administration fee of €40 for each participant.
In case the customer cancels the seminar less than 14 days prior to the seminar, they have to pay a fixed reimbursement fee of 20% of the total amount.
Participants who do not attend the seminar without proper cancellation owe the full seminar fee. The customer shall be entitled to prove that **COBUS** has suffered no or significantly less damage than the specified fixed amount.
COBUS reserves the right to claim damages in the amount of the aforementioned compensation fees.

E.3. General Terms and Conditions

In addition, the general terms and conditions of **COBUS** and the conditions of **COBUS** mentioned under Section C apply to all training and seminars.

F. Terms and Conditions for ERP/PPS Software Maintenance Agreements

F.0. Contractual Contents/Office Hours

According to these terms and conditions **COBUS** will assume responsibility for the purchased standard ERP/PPS software modules such as IN-FOR COM, Applus, and COBUS ERP/3 and the customization of these modules. The customer will receive a software certificate for each software module and customization made (software maintenance). **COBUS** provides a software maintenance agreement for the relevant software modules and customization (where applicable). These terms and conditions apply only to the components mentioned in the software maintenance agreement.

F.0.01

In case the customer uses ERP/PPS standard software modules (i.e. Infor Software, APplus and COBUS ERP/3), **COBUS** concludes the software maintenance contract with the respective manufacturer on behalf of the customer concerning these ERP/PPS standard software modules.
Concerning the Infor Software this relates to Infor Global Solutions GmbH, Hauerstraße 12, 66299 Friedrichsthal.
Concerning APplus this relates to Asseco Solutions AG, Amalienbadstr. 41 - Bau 54, 76227 Karlsruhe.
Concerning COBUS ERP/3 this relates to Softbauware GmbH, Raiffeisenstr. 22, 63225 Langen.
The contracting Party of the respective manufacturer is **COBUS**. The respective manufacturer of the software performs all the software maintenance services in the form of work on the software itself. **COBUS** acts as a service provider between the customer and the manufacturer.

F.0.02

Third-party software that is not developed by **COBUS** applies to the following conditions:
COBUS accepts the customer's requests between 8:00 a.m. and 4:30 p.m. GMT **(response time),** Monday to Friday (excluding public holidays) and processes requests immediately (if possible) or directs them to the responsible software manufacturer, or the relevant representative (First-level support).
Otherwise, **COBUS** is only bound to provide the services to the extent and in the way that it would be provided by the support center.
In the above-mentioned case, provisions F.1. to F.6. do not apply.

F.0.03

The following provisions F.1. to F.6. only apply if the contractual software stated in the software maintenance agreement is software developed by **COBUS** including the customization of standard software modules of other software manufacturers by **COBUS**.

F.1.

Further customization that is not part of the software maintenance agreement applies to the following conditions: If the customer needs any other additional customization, **COBUS** shall be entitled at its reasonable discretion to realize such adjustments or customization on the basis of separately agreed contractual arrangements and applicable service rates.

F.2. Service Provided In SMA

F.2.01

COBUS is obliged to maintain the purchased software and to support the client whenever necessary for the duration of contract.

F.2.02

This obligation is valid for the latest release and the previous release published by **COBUS**. The customer is obligated to use the latest release, or the previous release published by **COBUS**. The obligation will cease - without exceptional termination on behalf of **COBUS** - if the customer does not use or update their release, although **COBUS** informed the customer about the consequences by specifying a deadline of four weeks. In this case the contract expires at the end of the respective calendar year. The software maintenance fee paid in advance will not be refunded.

F.3. Maintenance

The software maintenance service includes all of the services mentioned under section F.3.

F.3.01

Corrections of any reproducible program error (both, in the source code and in the online documentations). A software error is deemed to exist if the software does not fulfill its functions set forth in the software maintenance agreement, which directly and not insignificantly influences the performance agreed. **COBUS** may provide the latest program version to remove the errors. If it is not possible to immediately correct the errors that have occurred, **COBUS** may provide a temporary solution that might require special instructions.

F.3.02

Transfer of new, updated and released standard software. COBUS consultants will install all of the updates locally on the companies premises. In the course of these updates the latest program release will be presented. Besides that, the necessary functional tests will be accomplished. All of the services and training provided during these updates are to be charged in accordance with Section F.8.01.
New versions are commonly provided on standard storage devices. All of the devices replaced and all of the parts related to the software become the property of **COBUS** including dongles and documentation.

F.3.03

Code conversion is not included in the customization of the new updated program versions (latest release). Any other deviating customization is not part of the contract. Any other additional customization will be charged separately (see F.1.)

F.4. Customer Care

F.4.01

The **COBUS** support will be available for all key-users during the regular office hours providing telephone service supporting in cases of software problems, operation or program errors.

F.4.02

COBUS will keep all key-users up-to-date about additional software or new releases.

F.5. Reaction Time

A valid software maintenance agreement ensures the correction of defects within the following time frame:

F.5.01

In case of any software breakdown or disruption that affects production, our support will immediately work on the defect, latest 4 h after receiving the complaint.

F.5.02

By any other disruption within one workday, complaints will be processed within regular office hours.

F.6. Performance

F.6.01

Defect reports are to be submitted during regular office hours. Defect reports submitted after hours will be considered the following workday. Maintenance will start the following workday after receipt of a defect report.

 COBUS is only obliged to provide a maintenance service if functional remote servicing is given under sentence F.7.02. Unless otherwise agreed, the software service is provided during the regular office hours, Monday - Friday on COBUS' premises. If necessary, it may also be done at the customers premises.

F.6.02

COBUS is entitled to involve a third party for servicing which the customer agrees on accepting the terms and conditions.

F.7. Customer's Cooperation Duties

F.7.01

The customer will name at least one skilled and trained employee who is able to work with the software and the systems in use. This person will be available as the contact person (key-user). The key-user will manage all the requests and defects that occur. The key-user will be the main contact person.

Change of the key-user is to be reported immediately.

F.7.02

The customer is obliged to provide communication via remote servicing and to bear additional costs. Access to the server and at least one client PC and all application servers and data base servers should be granted. A working Internet connection is essential.

We recommend TeamViewer or an RDP access for the remote service.

Our consultants establish a secure online VPN or TeamViewer connection to the customer's net work.

F.7.03

The customer is obliged to check the program themselves using the documentations or online-support before contacting **COBUS.**

F.7.04

If the customer fails to correct the errors, they will have to write a defect report according to **COBUS** standards and provide the defect report to the COBUS Project Portal ('Ticketsystem'). The defect report must be sent immediately by e-mail. The customer should write the report as precisely as possible with the help of the key-user. If the customer does not meet their obligation to send the report immediately, they will possibly incur additional service fees. The customer should furthermore add to the defect report, error number, name, and telephone number of the responsible employee.

F. 7.05

If a test run is necessary, the customer is obliged to present a competent employee who is authorized to decide and judge on defects, upgrades, downgrades, and changes of the program structure. Other work might be stopped during maintenance if the circumstances require.

F.8. Special Services Against Separate Billing

F.8.01

Service fees, travel expenses and transportation costs as well as providing the software on non-standard storage devices on the customers behalf are not included in our standard software maintenance fee, as it is not part of the proper implementation of the obligation of **COBUS**, and the software maintenance agreement, and it will be billed separately. The calculations will be made according to expenditure.

Services such as installation, initial start-up, function test, customization to new release versions, consulting and training will be billed according to the activities actually carried out that apply to the latest and valid hourly rates as per the **COBUS** current price list. Furthermore, the

customer will incur the cost for travel time ex CO-BUS premises, daily expenses and necessary accommodations.

F.8.02
Every order above support and service as mentioned under G.2 of will be billed separately referring to the latest terms and prices, if the required service is possible and enough personnel are available.

F.9. Terms of Payment

F.9.01
Software maintenance agreement comes into force on the installation and will be calculated in proportion for the current calendar year.

F.9.02
A software maintenance fee is due according to the software maintenance agreement and is to be paid as an annual amount. The software maintenance fee is due at the beginning of each calendar year and will be charged in advance. The payment is due immediately after receipt of invoice.

F.9.03
COBUS has the right to adjust the prices according to the respective price list up to 5%. A price increase will be announced in writing 3 months prior. The customer will have the right to ordinarily terminate the contract within 6 weeks of the end of the year.

F.9.04
In case of a delayed payment **COBUS** may claim legal interest rates based on the currently valid rate. **COBUS's** legal right of resignation and claim of damages remains unaffected.

F.10 Duration of Contract and Termination

F.10.01
The software maintenance agreement comes into force upon the installation of the software modules and is effective with a minimum term of two full calendar years. To a contract starting in the middle of the relevant year applies a minimum term until December 31 of the year after the next year. After expiring, it will be extended automatically for a period of 12 months unless otherwise terminated in writing 3 months prior to the end of the relevant year.

F.10.02
A notice of the customer after § 648 BGB (German Civil Code) is excluded. The right to terminate the contract early with immediate effect for an important reason remains unaffected. An important reason is deemed to be the violation of the contractual obligations, i.e. proceedings for bankruptcy or other insolvency proceedings against the other party have been filed. Notwithstanding any other rights, **COBUS** can withdraw

from the contract without delay if the customer defaults by more than two installments.

F.10.03
The termination of the contract requires the written form.

F.10.04
A termination does not affect any other contracts made between both parties.

F.11. Data Protection

F.11.01
The appropriate German data protection act (BDSG) will be respected. **COBUS** staff is also obliged to respect the German data protection act.

F.11.02
The customer needs to ensure that the data storage device handed over only contains the necessary information according to the German data protection act.

F.12 General Terms and Conditions
In addition to the mutual contract of both parties and also the ERP/PPS software maintenance agreements, the general terms and conditions of **COBUS** are valid in accordance with Section C.
Terms and Conditions for CAD/CAM Software Maintenance Agreements

G.0. Contractual Contents
According to these terms and conditions, **COBUS** will assume responsibility for the purchased standard software modules and the customization of these modules. The customer will receive a software certificate for each software module and customization made. These terms and conditions apply only to the components mentioned in the software maintenance agreement.

G.1. Customization
Further customization that is not part of this contract applies to the following conditions: If the customer needs any other additional customization, **COBUS** will be entitled at its reasonable discretion to realize such adjustments or customization on the basis of separately agreed contractual arrangements and applicable service rates.

G.2. Service Provided in SMA

G.2.01
COBUS is obliged to maintain the purchased software and to support the client whenever necessary for the duration of the contract.

G.2.02
This obligation is valid for the latest release and the previous release published by **COBUS**. The obligation will cease, without exceptional termination on behalf of **COBUS,** if the customer does not use or update their release. In this case the contract expires at the end of the respective calendar year. The software maintenance fee paid in advance will not be refunded.

G.3. Maintenance
The maintenance service includes:

G.3.01
Corrections of any reproducible program error (both, in the source code and in the online documentation). A software error is deemed to exist if the software does not fulfill its functions as set forth in the software maintenance agreement, which directly and not insignificantly influences the performance agreed. **COBUS** may provide the latest program version to remove the errors. If it is not possible to immediately correct the errors occurred, **COBUS** may provide a temporary solution which might require special instructions.

G.3.02
Transfer of new, updated and released standard software. **COBUS's** consultants will install all updates locally at the companies premises. In the course of these updates the latest program release will be presented. Besides that, necessary functional tests will be accomplished. All services and training provided during these updates are to be charged. New versions are commonly provided on standard storage devices. All devices replaced and all parts related to the software become the property of **COBUS**.

G.3.03
Code conversion is included in the customization of the new updated program versions (latest release) according to the customization mentioned under G.0. Any other deviating customization is not part of the contract. Any other additional customization will be charged separately, and an extra new order is required.

G.3.04
Update of online support related to standard software according to the customization made.

G.4. Customer Care

G.4.01
COBUS NCAD support and will be available for all key-users during the regular office hours <u>Monday to Friday (excluding local national holidays), 8:00 am and 4:00 pm GMT.)</u> **Office hours).** Telephone service may be used for software problems, operation or program errors.

G.4.02
COBUS will keep all key-users up-to-date about additional software or new releases.

G.5. Reaction Time
A valid software maintenance agreement ensures the correction of defects within the following time frame:

G.5.01
In case of any software breakdown or disruption that affects production, our support will immediately work on the defect, latest 4 h after receiving the complaint.

G.5.02
By any other disruption within one workday, complaints will be processed within regular office hours.

G.6. Performance

G.6.01
Defect reports are to be submitted during the regular office hours mentioned under G.4.0.01 to the following e-mail account: <u>ncadsupport@cobus-concept.de</u>. Defect reports submitted thereafter will be considered the following workday. Maintenance will start the following workday after receipt of the defect report. **COBUS** is only obliged to provide maintenance service if functional remote servicing is given under sentence G.7.02. Unless otherwise agreed, software service is provided during the regular office hours, Monday to Friday on the COBUS premises. If necessary, it may also be done on the customer's premises.

G.6.02
COBUS is entitled to involve a third party for servicing which the customer agrees on accepting the terms and conditions.

G.7. Customer's Cooperation Duties

G.7.01
The customer will name at least one skilled and trained employee who is able to work with the software and systems in use. This person will be available as contact person (key-user). The key-user will manage all requests and defects that occur. The key-user will be the main contact person. Change of key-user is to be reported immediately.

G.7.02
The customer is obliged to provide communication via remote servicing and to bear additional costs. Access to the server and at least one client PC should be granted. A working Internet connection is essential. The remote servicing is included in our COBUS NCAD version. A separate installation is not necessary. **COBUS** will only use the above-mentioned program. Only a safe virtual private network connection will be used to enter the customers network.

G.7.03
The customer is obliged to check the program themselves using the documentations or online-support before contacting **COBUS.**

G.7.04
If the customer fails to correct the errors, they will have to write a defect report according to **COBUS** standards. The defect report must be sent immediately by e-mail. The customer should write the report as precise as possible with the help of the key-user. If the customer does not meet their obligation to send the report immediately, they will possibly bear additional service fees. The customer should, furthermore, add to the defect report, error number, name, and telephone number of the responsible employee.

G. 7.05
If a test run is necessary, the customer is obliged to present a competent employee who is authorized to decide and to judge on defects, upgrades, downgrades and changes of the program structure. Other work might be stopped during maintenance if the circumstances require.

G.8. Special Services Against Separate Billing

G.8.01
Service fees, travel expenses and transportation costs as well as providing the software on non-standard storage devices on the customers behalf are not included in our standard software maintenance fee as it is not part of the proper implementation of the obligation of **COBUS** and the software maintenance agreement and will be billed separately. The calculations will be made according to expenditure.

Services such as installation, initial start-up, function test, customization to new release versions, consulting and training will be billed according to the activities actually carried out which apply to the latest and valid hourly rates as per **COBUS** current price list. Furthermore, the customer will bear the cost for travel time ex COBUS premises, daily expenses and necessary accommodation.

G.8.02
Every order above support and service as mentioned under G.2 of will be billed separately referring to the latest terms and prices, if the required service is possible and enough personnel available.

G.9. Terms of Payment

G.9.01
A software maintenance agreement comes into force on installation and will be calculated in proportion for the current calendar year.

G.9.02
Software maintenance fee is due according to the software maintenance agreement and is to be paid as annual amount. Software maintenance fee is due at the beginning of each calendar year and will be charged in advance. Payment is due immediately after receipt of invoice.

G.9.03
COBUS has the right to adjust prices according to the respective price list. A price increase will be announced in writing 3 months prior. The customer will have the right to ordinarily terminate the contract within 6 weeks to the end of the year.

G.9.04
All prices include the legal tax which is valid at the time of invoicing and is to be paid immediately without deductions. Claims against **COBUS** are only valid if undisputed or established in law. The customers right to retention is excluded.

G.9.05
In case of delayed payment **COBUS** may claim interest of 10% based on the current valid rate. **COBUS's** legal right of resignation and claim of damages remains unaffected.

G.10. Duration of Contract and Termination

G.10.02
Every termination is to be made in writing by registered post. The right to terminate the contract for an important reason remains unaffected. An important reason is given if the other party breaches its contractual obligations, especially if insolvency proceedings are filed against one party involved. **COBUS** is entitled to terminate the contract with immediate effect if the customer will miss the payment obligations more than twice.

G.10.03
A termination does not affect any other contracts made between both Parties.

G.11. Data Protection

G.11.01
The appropriate German data protection act (BDSG) will be respected. **COBUS** staff is also obliged to respect the German data protection act.

G.11.02

The customer needs to ensure that the data storage device handed over only contains the necessary information according to the German data protection act.

G.12 General Terms and Conditions
In addition to the mutual contract of both parties and also the software maintenance agreements, the general terms and conditions of **COBUS** are valid.

H. Conditions for Software maintenance agreements of financial accounting and payroll accounting

H.0. Contractual Contents

According to these terms and conditions **COBUS** will assume responsibility for the purchased standard software modules of financial accounting and payroll accounting software and the customization of these modules. The customer will receive a software certificate for each software module and customization made.

H.1. Customization

Customization of the standard software modules of the of financial accounting and payroll accounting software is not part of the software maintenance agreement.

Further customization that is not part of this contract applies to the following conditions: If the customer needs any other additional customization, **COBUS** will be entitled at its reasonable discretion to realize such adjustments or customization on basis of separately agreed contractual arrangements and applicable service rates.

H.2. Service Provided In SMA

H.2.01

COBUS is obliged to maintain the purchased software and to support the client whenever necessary for the duration of contract.

H.2.02

This obligation is valid for the latest release and the previous release published by **COBUS**. The customer is obligated to use the latest release or the previous release published by **COBUS**. The obligation will cease, without exceptional termination on behalf of **COBUS**, if the customer does not use or update his release, although **COBUS** informed the customer about the consequences by specifying a deadline of four weeks.

In this case the contract expires at the end of the respective calendar year. The software maintenance fee paid in advance will not be refunded.

H.3. Maintenance

The software maintenance service includes all the services mentioned under section H.3.

H.3.01

Corrections of any reproducible program error (both, in the source code and in the online documentations). A software error is deemed to exist if the software does not fulfill its functions set forth in the software maintenance agreement, which directly and not insignificantly influences the performance agreed. **COBUS** may provide the latest program version to remove the errors.

If it is not possible to immediately correct the errors occurred, **COBUS** may provide a temporary solution which might require special instructions.

H.3.02

Transfer of new, updated and released standard software. COBUS consultants will install all updates locally at the companies premises. In the course of these updates, the latest program release will be presented. Besides that, necessary functional tests will be accomplished. All services and training provided during these updates are to be charged in accordance with Section F.8.01.

New versions are commonly provided on standard storage devices. All of the devices replaced and all of the parts related to the software become the property of **COBUS** including dongles and documentation.

H.3.03

Code conversion is not included in the customization of the new updated program versions (latest release). Any other deviating customization is not part of the contract. Any other additional customization will be charged separately (see H.1.).

H.4. Customer Care

H.4.01

COBUS NCAD support and will be available for all key-users during the regular office hours Monday to Friday (excluding local national holidays), 8:00 am and 4:30 pm GMT) Office hours) The telephone service may be used for software problems, operation, or program errors.

H.4.02

COBUS will keep all key-users up-to-date about additional software or new releases.

H.5. Reaction Time

A valid software maintenance agreement ensures the correction of defects within the following time frame:

H.5.01

In case of any software breakdown or disruption that affects production, our support will immediately work on the defect, latest 4 h after receiving the complaint.

H.5.02

By any other disruption within one workday, complaints will be processed within regular office hours.

H.6. Performance

H.6.01

Defect reports are to be submitted during the regular office hours. Defect reports submitted after will be considered the following workday. Maintenance will start the following workday after receipt of defect report.

COBUS is only obliged to provide maintenance service if functional remote servicing is given under sentence H.7.02. Unless otherwise agreed, the software service is provided during the regular office hours, Monday to Friday at **COBUS** premises. If necessary, it may also be done on the customers premises.

H.6.02
COBUS is entitled to involve a third party for servicing which the customer agrees on accepting the terms and conditions.

H.7. Customer's Cooperation Duties

H.7.01
The customer will name at least one skilled and trained employee who is able to work with the software and systems in use. This person will be available as the contact person (key-user). The key-user will manage all of the requests and defects that occur. The key-user will be the main contact person. Change of the key-user is to be reported immediately.

H.7.02
The customer is obliged to provide communication via remote servicing and to bear additional costs. Access to server and at least one client PC and all application servers and data base servers should be granted. A working Internet connection is essential.
We recommend TeamViewer or an RDP access for the remote service.
Our consultants establish a secure online VPN or TeamViewer connection to the customer's network.

H.7.03
The customer is obliged to check the program themselves using the documentations or online-support before the key-user contacts **COBUS.**

H.7.04
If the customer fails to correct the errors, they will have to write a defect report according to **COBUS** standards. The defect report must be sent immediately by e-mail. The customer should write the report as precise as possible with the help of the key-user. If the customer does not meet his obligation to send the report immediately, they will possibly bear additional service fees. The customer should, furthermore, add to the defect report, the error number, name, and telephone number of the responsible employee.

H. 7.05
If a test run is necessary, the customer is obliged to present a competent employee who is authorized to decide and to judge on defects, upgrades, downgrades, and changes of the program structure. Other work might be stopped during maintenance if the circumstances require.

H.8. Special Services Against Separate Billing

H.8.01
Service fees, travel expenses and transportation costs as well as providing the software on non-standard storage devices on the customers behalf are not included in our standard software maintenance fee as it is not part of the proper implementation of the obligation of **COBUS** and the software maintenance agreement and will be billed separately. The calculations will be made according to expenditure.
Services such as installation, initial start-up, function test, customization to new release versions, consulting, and training will be billed according to the activities actually carried out which apply to the latest and valid hourly rates as per the **COBUS** current price list. Furthermore, the customer will bear the cost for travel time ex COBUS premises, daily expenses and necessary accommodation.

H.8.02
Every order above support and service as mentioned under H.2 of will be billed separately referring to the latest terms and prices, if the required service is possible and enough personnel available.

H.9. Terms of Payment

H.9.01
Software maintenance agreement comes into force on installation and will be calculated in proportion for the current calendar year.

H.9.02
The software maintenance fee is due according to the software maintenance agreement and is to be paid as annual amount. Software maintenance fee is due at the beginning of each calendar year and will be charged in advance. Payment is due immediately after receipt of an invoice.

H.9.03
COBUS has the right to adjust prices according to the respective price list up to 5%. Price increase will be announced in writing 3 months prior. The customer will have the right to ordinarily terminate the contract within 6 weeks to the end of the year.

H.9.04
In case of delayed payment **COBUS** may claim legal interest rates based on the current valid rate. **COBUS's** legal right of resignation and claim of damages remains unaffected.

H.10 Duration of Contract and Termination

H.10.01
The software maintenance agreement comes into force upon installation of the software modules

and is effective with a minimum term of two full calendar years. To a contract starting in the middle of the relevant year applies a minimum term until December 31 of the year after the next year. After expiring it will be extended automatically for a period of 12 months unless otherwise terminated in writing 3 months prior to the end of the relevant year.

H.10.02
A notice of the customer after § 648 BGB (German Civil Code) is excluded. The right to terminate the contract early with immediate effect for an important reason remains unaffected. An important reason is deemed to be the violation of contractual obligations, i.e. proceedings for bankruptcy or other insolvency proceedings against the other party have been filed. Notwithstanding any other rights, **COBUS** can withdraw from the contract without delay if the customer defaults by more than two installments.

H.10.03
The termination of the contract requires written form.

H.11. Data Protection

H.11.01
The appropriate German data protection act (BDSG) will be respected. **COBUS** staff members are also obliged to respect the German data protection act.

H.11.02
The customer needs to ensure that the data storage device handed over only contains the necessary information according to the German data protection act.

H.12 General Terms and Conditions
In addition to the mutual contract of both parties and also the software maintenance agreements, the general terms and conditions of **COBUS** are valid in accordance with Section C.