BISSANTZ

General Terms and Conditions

Bissantz & Company GmbH

Version 05/2022

In relation between the Bissantz & Company GmbH, Nordring 98, 90409 Nuremberg, Germany (hereinafter: "*Bissantz*") and its customers (hereinafter: "*Customer*") – together hereinafter referred to as „*Contracting Parties*" – the following General Terms and Conditions (hereinafter: "*GTC*") apply.

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A. General Terms

I. Purchase Orders and Inclusion of these GTC

1. *Purchase Orders.* The *Contracting Parties* agree on the specific provision of services using *Purchase Orders*. *Purchase Orders* contain and determine the details of the provision of services. They state a specific provision of service, and – if applicable – a time period for performance of that service. *Purchase Orders* consist of an offer by *Bissantz* and the acceptance order, or purchase order of the *Customer*. Offers, acceptance orders, and purchase orders are normally sent via e-mail or handled with a purchasing platform.

All *Purchase Orders* are only valid if composed in text form; they usually refer to these *GTC*. An acceptance order of the *Customer* including additions, limitations, or other changes compared to the original offer of *Bissantz* will only become legally binding after *Customer* has received an order confirmation by *Bissantz*. Mandatory executions of technical or organisational processes of the *Customer* to conclude contracts (e.g. order process via electronic purchase platform) do not constitute an order confirmation. The execution of such processes is only treated as order confirmation if *Bissantz* had adequate opportunities to negotiate additions, limitations, or other changes prior to the execution of technical or organisational processes.

2. Possible Service Portfolio of the *Purchase Order.* The following services in particular may be part of *Purchase Orders*:

-   perpetual or subscription-based licencing of *Bissantz Software* (Chapters B and D);
-   *Maintenance Services* in conjunction with the use of *Bissantz Software* (Chapter C);
-   consultancy services and *Implementation Services* for the *Customer* (Chapter E);
-   training of the *Customer* regarding the use of *Bissantz Software* (Chapter E).
-   other Consultancy *Services* (Chapter E).

The *Service* owed by *Bissantz* are described in the specific *Purchase Order* and – if applicable – the documents attached to it.

3. Order of Presedence. The provisions of the *Purchase Order* overrule the provisions of these *GTC*.

II. Contradictory General Terms and Conditions

In case the General Terms and Conditions of the *Customer* include provisions in contradiction to the provisions of the *GTC* of *Bissantz*, the *GTC* rule.

III. Obligations and Duties of Customer

1. *Customer Obligations.*

1.1 General *Customer Obligations.* Unless otherwise stated, the *Customer* is obliged to perform the following *Customer Obligations*:

- appoint a contact person who is available as necessary for the performance of the contract. The contact person of the *Customer* is responsible to perform the *Customer Obligations*.
- notification of defects as to quality and defects of title.
- assessment of the fitness of *Bissantz Software* with respect to *Customer's* intended use and of the suitability of *Customer's Infrastructure* (e.g. by appropriate tests).

1.2 Data Security. The *Customer* in particular has to make sure that all data processed by *Bissantz Software* is protected and secured in a reasonable manner. The *Customer* has to establish redundant and appropriate systems to process and to secure data in order to ensure the proper use of *Bissantz Software*, and to check and monitor the results provided by *Bissantz Software*.

1.3 Responsibility for *Infrastructure.* It is the sole responsibiliby of the *Customer* to ensure the correct operation of *Customer's Infrastructure* used to run *Bissantz Software*.

1.4 Additional *Customer Obligations.* Additional *Customer Obligations* may be stipulated in the individual *Purchase Order* (esp. in offers by *Bissantz*) and, as applicable, in the further provisions of these *GTC*.

2. Relevance of the *Customer Obligations.* *Customer Obligations* are major obligations of the contract. The contact person appointed by the *Customer* is responsible for the fulfilment and the coordination of the *Customer Obligations*.

3. Consequences of Insufficient Cooperation. *Bissantz* is not responsible for a delay of *Service* and resulting damages for the *Customer* which arise out of a delayed or a failed *Customer Obligation*. Consequences of insufficient performance of *Customer Obligations* do not constitute a deficiency in performance.

In case *Customer* does not perform, or does not deliver in time the *Customer Obligations*, the deadlines set for the delivery of *Service* by *Bissantz* will be prolonged accordingly (see also chapter A.VI). *Bissantz* will inform *Customer* about changes and prolongation and refer to the specific *Customer Obligation* which has not been performed accordingly. Apart from that, the statutory provisions apply.

4. Grant of Rights. Unless otherwise stated in the *Purchase Order*, *Customer* grants *Bissantz* non-exclusive, transferable, perpetual, and irrecovable rights to use all protectable results arising out of the cooperation, in particular *Customer Obligations,* which have been included to *Bissantz* Software, the moment they start to exist. This includes in particular the right to modify and to distribute. The rights granted by *Customer* do cover all types of use whether known or unknown.

IV. Remuneration and Terms of Payment

1. Remuneration, Taxes. *Bissantz* receives for the *Service* delivered in accordance with the *Purchase Order* the remuneration stipulated in that *Purchase Order*. The remuneration agreed on in the *Purchase Order* does not include any taxes applicable by law (e.g. value added tax (VAT) or comparable taxes). When delivered within the European Union *Customer* has to provide *Customer's* value added tax identification number (VAT-ID) on time before the date of delivery to prove *Customer's* tax excemption. In case the VAT-ID is not provided accordingly *Bissantz* reserves the right to bill the VAT to the *Customer*. When delivered outside of the European Union, *Bissantz* reserves the right to bill the VAT of the third country seperately insofar *Bissantz* is held responsible for this tax debt by the authorities of that third country without any timely limits.

2. Currency. All prices in *Purchase Orders* are quoted in Euro.

3. Terms of Payment. The terms of payment are stipulated by the *Contracting Parties* in the respective *Purchase Order*. If no specific terms of payment have been stipulated, invoices of *Bissantz* are due within ten (10) days after billing. Invoices also can be issued and delivered electronically.

4. Event of Default ("Verzug"). In the event of default ("Verzug"), the statutory provisions apply.

5. Retention of Rights. The license grant with respect to copyright protected *Services* of *Bissantz* will become effective not until *Customer* has fully paid the remuneration specified in the *Purchase Order*. Furthermore, *Bissantz* reserves the ownership of the deliverables given to *Customer* – if applicable – till the remuneration is fully paid. The retention of rights and title ceases the moment all claims of *Bissantz* against *Customer* out of their business relationship are fully paid.

6. Set-off. *Customer* can only set off such claims against *Bissantz* that are undisputed or legally decided and that result from the same contract (*Purchase Order*).

V. Infringement of Third Party Rights (Defect of Title "Rechtsmängel")

1. Notice of Defect. *Customer* will notify *Bissantz* without undue delay about any alleged defect of title ("Rechtsmängel") or infringement of intellectual property rights in connection with a *Service* rendered as part of a *Purchase Order*. *Customer* will appropriately support *Bissantz* to defend such claims.

2. Indemnification. *Bissantz* indemnifies *Customer* from all legitimate third party claims regarding the infringement of patents or copyrights that result from a conventionary use of the *Service* rendered as part of a *Purchase Order* and are culpably caused by Bissantz. This includes all legitimate third party claims that arise from the use of the *Service* and that are exercised against *Customer*. Indemnification is granted only if

- *Bissantz* will be notified about the alleged claims without undue delay;
- *Bissantz* will be in charge to defend such claims or settle the case – as far as legally possible; and
- *Customer* will support *Bissantz* appropriately and provide all necessary information.

Bissantz will cover the costs for *Customer's* support. The rules of liability set forth in chapter A.VII of these *GTC* apply.

3. *Customer's* Rights. When a *Service* is affected by an infringement action with respect to intellectual property rights, *Bissantz* will at its own discretion and under consideration of *Customer's* interests do one of the following:

- *Bissantz* will obtain the rights for the *Customer* to continue the use of such *Service* at no charge; or
- *Bissantz* will substitute or change the *Service* to resolve the infringement of intellectual property rights or the defect of title.

In case none of the alternatives mentioned above are economically reasonable, *Customer* is entitled to cancel the *Purchase Order*. *Bissantz* will reimburse *Customer* proportionately where applicable with respect to the affected *Purchase Order*. If the *Purchase Order* is to be deemed as continuing obligation, *Customer* is instead entitled to terminate the *Purchase Order*.

Apart from that, *Customer* may exercise the rights stipulated in the statutory provisions with respect to defects of title where eligible.

VI. Due Dates

1. Due Dates. As part of the *Purchase Order* or the performance thereof due dates may apply for rendering the *Services*. Due dates are only binding if specially stated by *Bissantz*.

2. Change of Due Dates.

2.1 Delays. When *Bissantz* learns about circumstances that might delay the render of *Service*, *Bissantz* will notify *Customer*. The *Contracting* Parties will promptly and collaboratively negotiate how to solve this issue in the best interest of both.

2.2 No Default in case of delayed or failed *Customer Obligation*. *Bissantz* is not responsible for delays of *Service* that result from a delayed or failed *Customer Obligation*.

3. Deadline Extension. In case *Bissantz* does not deliver the *Service* in time, *Customer* will grant *Bissantz* an appropriate deadline extension unless such extension is unacceptable for *Customer*. Such deadline extension is obsolete when *Customer* accepts *Services* within that time and/or the *Contractual Parties* agree on further activities and *Services*. If it is exceptionally unreasonable for *Customer* to grant a deadline extension, *Customer* may exercise the rights to terminate the contract, and to claim damages according to statutory law.

4. Postponement of Due Dates by *Customer* In case *Customer* wants to postpone performance of *Service* five (5) *Working Days* prior to the due date, *Bissantz* is entitled to bill the full amount of the agreed remuneration. *Customer* may demonstrate minor damages.

VII. General Limitation of Liability

Bissantz is, regardless of legal cause (default, material defect, defect of title, infringement of intellectual property rights, defective performance), only liable according to the following provision:

1. Unlimited Liability. *Bissantz* is liable without limitation in the following cases:

- intention and gross negligence;
- injury to life, body, or health regardless of degree of fault;
- granting of guaranty;
- malice aforethought ("Arglist").

2. Limited Liability for ordinary negligence.

In the case chapter A.VII.1 is not applicable, however, if *Bissantz* violated an essential contractual obligation acting in ordinary negligence *Bissantz* is liable for the typical contractual foreseeable damages. Essential contractual obligations are such obligations needed to

perform the *Purchase Order*, and where the *Customer* regularly trusts in its compliance.

3. Product Liability Act. The liability of *Bissantz* according to the Produkthaftungsgesetz (Product Liability Act) will remain unaffected by the aforementioned provisions.

4. Exclusion of Liability. Any additional liability is excluded. This especially applies for damages caused by fore majeure (e.g. natural catastrophies, wars, terrorist attacks, riots, governmental measures), damages where the *Customer* is solely responsible for (e.g. abuse of access codes, non-compliance with reasonable safety measures), or damages caused by third parties.

5. Contributory Negligence. In case damages are caused by both *Contracting* Parties, *Customer's* contributory negligence has to be taken into account.

VIII.   Use of Subcontractors

Bissantz is entitled to assign subcontractors in order to perform a *Purchase Order* when *Customer* agrees. *Customer* may not refuse its consent without serious cause.

IX.   Secrecy/Confidentiality/Data Protection

1. Secrecy/Confidentiality. None of the *Contracting Parties* is permitted to disclose *Confidential Information* of the other party to any third party without written consent. Both *Contractual Parties* commit to only use *Confidential Information* as described in these *GTC* or in *Purchase Orders*. Both *Contractual Parties* undertake at least precautionary measures as they would for their own *Confidential Information*. Such precautionary measures have to be at least appropriate to prevent an unauthorized disclosure to third parties. Furthermore, both *Contractual Parties* have to prohibit the unauthorised disclosure of *Confidential Information* by their customers, employees, subcontractors, and legal representatives. The *Contracting Parties* will inform each other in writing in case they become aware of an abusive use of *Confidential Information*.

Confidential Information do not include information

- that the other *Contracting* Party is aware of before being disclosed in performance of a *Purchase Order* and where no confidentiality agreement has been concluded;
- legitimately disclosed by a third party without restrictions relating to confidentiality;
- that is publicly known;
- that was gained independently and without use of *Confidential Information*;
- that has been released for disclosure in writing; or
- that is disclosed following a court order when the party affected by it was informed ahead to be able to undertake legal protection measures.

2. Data Portection.

Data Processing Agreement. If required according to the subject matter of the *Purchase Order*, the Contracting Parties shall conclude a data processing agreement according to Art. 28 GDPR in addition to such *Purchase Order*.

X.   Applicable Law

These *GTC* and alle *Purchase Orders* of *Bissantz* are subject to German law under exclusion of the UN International Sales of Good Act (CISG).

XI.   Conciliation and Court of Jurisdiction

1. Conciliation. All disputes arising out of these *GTC* und/or the *Purchase Orders* shall be negotiated before the Deutsche Gesellschaft für Recht und Informatik (DGRI e.V.) as arbitrator before taking legal actions before the court. Conciliation is subject to the applicable arbitrating and mediating procedures of the DGRI. The conduct of arbitration is not a prerequisite for bringing a case to the courts of general jurisdiction.

2. Court of Jurisdiction. Legal venue is Nuremberg (Landgericht Nürnberg-Fürth).

XII.   Change of GTC

Bissantz is entitled to change these *GTC* while a *Purchase Order* is rendered when *Bissantz* has adequate and objective reasons unless that change is unacceptable for the *Customer* in consideration of the interests of both *Contracting* Parties.

A change of the *GTC* may especially take place,

- when the change is only beneficial for *Customer*;
- when the change is only based on technical or procedural causes unless it has major effects on the *Customer*;
- insofar as *Bissantz* is obliged to change the *GTC* in order to comply with applicable law, especially when the legal situation changes;
- insofar as *Bissantz* is complying with a court order or an administrative decision; or
- insofar as *Bissantz* is introducing totally new *Services*, or pieces of service that need a specification of service and a change of the *GTC* unless that would adversely affect the current contractual relationship.

Bissantz will inform *Customer* about the planned changes at least six (6) weeks in advance. In case *Customer* does not dissent to the application of the new *GTC* within six (6) weeks after notification, the changed *GTC* shall be considered accepted by *Customer*.

In case the change adversely affects *Customer, Customer* is entitled to exercise a special right to terminate any *Purchase Orders* with continuing obligations. *Bissantz* will inform *Customer* about the special termination right as well as the fact that any changes to the *GTC* will be effective if *Customer* does not exercise the special termination right.

XIII. Miscellaneous Provisions

1. Nomination as Reference *Customer*. *Bissantz* is entitled to name *Customer* as reference customer on the *Bissantz* website and in marketing materials with using of *Customer's* logo.

2. Assignment. *Customer* is not entitled to assign *Customer's* rights and obligation subject to a *Purchase Order* according to these *GTC* to any third party unless *Bissantz* agrees. It is at the sole discretion of *Bissantz* to approve such assignment. An assignment without approval is void.

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B. Purchase: Terms for Perpetual Licencing of Bissantz Software

I. Licensing Models

1. <u>List of services for the purchase of *Bissantz Software*.</u> The scope of a *Purchase Order* for *Bissantz Software* is the perpetual right to use this Software. The scope of a *Purchase Order* can also be the perpetual right to use a *Third Party Software*. The *Third Party Software* shall be subject to the provisions of this Section C unless specified otherwise in the *Purchase Order*.

2. <u>Licensing Models.</u> The licensing models, under which *Bissantz* grants the use of the *Bissantz Software,* result from the respective *Purchase Order*. *Bissantz* offers its *Customers* principally the licensing models as described in the *End User License Agreement (EULA)*.

3. <u>Technical Protection.</u> *Bissantz Software* is equipped with technichal protection for monitoring the proper use in line with the licensing models above. The required license server software is part of *Bissantz Software*.

II. Functional Description

A functional description of *Bissantz Software* is contained in the *Documentation* made available to *the Customer*. The functional description contained in the *Documentation* becomes an integral part of the *Purchase Order*.

III. Special Cooperation Obligations and Duties of the Customer

1. <u>Information and Tests.</u> *Bissantz* offers the *Customer* the opportunity to gather information regarding the functioning of *Bissantz Software* before aquiring it and the opportunity to test *Bissantz Software* extensively. The *Customer* shall make use of these opportunities in an adequate manner.

2. <u>Compliance with the *System Requirements*.</u> The *Customer* is solely responsible with the suitability of his *Infrastructure* for the use of *Bissantz Software*. The respective basic *System Requirements* are listed in the *Documentation*.

3. <u>Provision of *Third Party Products*.</u> The *Customer* is further responsible for acquiring the necessary *Third Party Products* and for guaranteeing their adequate licensing (see also the *System Requirements* of *Bissantz Software*).

IV. Extent and Form of Delivery

1. <u>Extent of Delivery.</u> *Bissantz* delivers *Bissantz Software* in *Object Code* alongside the accompanying *Documentation.*

2. <u>Form of Delivery.</u> *Bissantz Software* may be delivered on a data carrier or via download. In case of the download option *Bissantz* will provide the *Customer* with any information necessary to download and use the *Bissantz Software*, such as a password or a *License Key*.

3. <u>Performance of Delivery.</u> By placing a *Purchase Order* the *Customer* obtains the right to receive the necessary information for the download. Should the *Customer* fail to request this information within 10 (ten) *Working Days* after placing the *Purchase Order*, then the delivery is considered to have been performed by *Bissantz* and *Bissantz* is entitled to issue the respective invoice.

V. License Grant

1. <u>Extent of License Grant.</u> The *Customer* is granted the non-exclusive and perpetual right to use *Bissantz Software* in the aquired *Release Version* solely for his internal business purposes based on the licensing model (see section B.I.2) agreed upon in the respective *Purchase Order*. The *Customer* may not use *Bissantz Software* in any form for the provision of services (such as data center services, application service providing (ASP), software as a service (SaaS), business process outsourcing) to third parties.

2. <u>Back-up Copies.</u> The *Customer* is allowed to make back-up copies of *Bissantz Software* to a reasonable extent.

3. <u>Assignement/Transfer.</u> Sublicensing or leasing of *Bissantz Software* is not permitted. The *Customer* is allowed to sell his acquired usage rights regarding *Bissantz Software* once only to a third party, provided he enters into an agreement with the third party that stipulates, that the provisions regarding the license grant for *Bissantz Software* shall be applicable in regard to the third party, who shall hold the same position as the *Customer*. In case the *Customer* sells his rights regarding *Bissantz Software*, *Customer* must give all copies of *Bissantz Software* together with the inherent *Documentation* to the third party and erase all existing copies from *Customer's* systems.

4. <u>*End User License Agreement (EULA)*.</u> Supplementary provsions are included in *the End User License Agree-*

ment (EULA), which are integral part of a *Purchase Order*.

VI. Defects of Bissantz Software

1. Statute of Limitations. Claims based on *Defects* of *Bissantz Software* shall become statute-barred twelve (12) months after delivery of *Bissantz Software* (see chapter B.IV). In case of intent, fraud or fraudulent statements or claim for damages the statutory provisions shall apply.

2. Examination Obligation. The *Customer* shall be obligated to examine *Bissantz Software* immediately after delivery for occurring *Defects*. Should the *Customer* fail to notify *Bissantz* within reasonable time, *Bissantz Software* shall be considered accepted in accordance with § 377 subsection 2 HGB (German Commercial Code).

3. Notification Obligation. The *Customer* shall describe occurring *Defects* in a comprehensible and reproducable manner and shall give *Bissantz* notice, at least in electronic format, immediately after the discovery of a *Defect*.

4. Defect Remedy. If *Customer* reports a *Defect* according to section B.VI.3, *Bissantz* will free of charge provide supplementary performance. *Bissantz* will take into account the severity of the *Defects* and the impact on *Customer*. *Bissantz* will choose the type of supplementary performance. *Bissantz* may also remediate a *Defect* by providing an *Update* (especially *Hotfixes or Patches*).

5. Instructions and *Workarounds.* *Bissantz* also may remediate a *Defect* by giving instructions to *Customer* to self-remediate the *Defect* as long as this is appropriate for *Customer*. Such instructions may especially be used when *Customer* is able to remediate the *Defect* with a minimum of effort, or when the prompt execution of such instructions can avoid serious impacts of the *Defect*. A temporary *Workaround* shall be deemed as contractual *Service* as agreed upon, as long as it does not significantly affect the use of *Bissantz Software* and it is appropriate for *Customer*.

6. Grace Period. In the event the supplemental performances set forth in sections B.VI.4 and B.VI.5 fail within a reasonable period of time the *Customer* shall set *Bissantz* a reasonable grace period. This shall not apply if

-   such grace period cannot be considered reasonable for the *Customer* or
-   *Bissantz* has refused repairs or replacement.

7. Additional *Customer's* Rights. In the event *Bissantz*'s remedies fail within the grace period (see section B.VI.6) the *Customer* may

-   rescind from the respective *Purchase Order* unless the *Defect* is immaterial or
-   reduce the compensation for the *Bissantz Software* by an adequate sum.

Besides the rights to extraordinary terminate or to reduce the remuneration, *Customer* is also entitled to claim damages if *Bissantz* has culpably violated the contractual obligations; the limitations of liability stipulated in chapter A.VII of the *GTC* apply.

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C. Maintenance: Terms for the Maintenance of Bissantz Software subject to a Perpetual License

I. Scope of Performance

1. Maintenance Services. The following maintenance services are part of a *Purchase Order*:

- provision of *Updates* for *Bissantz Software,*
- remediation *of Defects*, and
- support and hotline.

The actual maintenance services offered by Bissantz are listed in the following provisions, unless otherwise stipulated in the Purchase Order.

The provision of maintenance services refers to the latest version of the *Bissantz Software* provided by Bissantz. Bissantz's obligation for maintenance services of earlier versions of the *Bissantz Software* shall only apply to versions that are no more than 6 months older than the latest version provided.

2. Maintenance of *Documentation.* The maintenance of the *Documentation* for *Bissantz Software* and its update, which may be necessary due to an *Update* of *Bissantz Software,* are also part of the support services.

II. Special Cooperation Obligations and Duties of the Customer

Subject to further definition in the *Purchase Order*, the *Customer* shall provide the following *Customer Obligations*:

- procurement of all necessary documents and information required for the performance of support services as defined in the *Purchase Order*;
- performance of tests of *Updates* delivered by *Bissantz*;
- *Implementation* of *Updates;*
- setting up a remote maintenance access, if required;
- providing access to the *Customer*'s *Infrastructure*, if required.

III. Provision of Updates and Form of Delivery

1. Updates. *Bissantz* provides *Updates* of *Bissantz Software* in *Object Code* alongside the accompanying *Documentation* to the extent acquired by the *Customer* through the *Purchase Order*. *Bissantz* reserves the right to adjust the range of functions of *Updates* as opposed to former *Release Versions* if necessary, e.g. due to technical developments or to changing market requirements, unless such adjustments are not unacceptable for *Customer*. If the adjustment concerns a feature essential for *the Customer* and this feature is no longer available in the newest *Update*, then the *Customer* may terminate the *Purchase Order* extraordinary.

The *Customer* is entitled to the provision of *Updates,* if the *Updates* involve the functionalities covered by the *Purchase Order*. If the *Updates* offer new functionalities, *Bissantz* reserves the right to decide if the functionalities are to be acquired by the *Customer* via a *Purchase Order* or if they are part of the *Update*.

The provision of maintenance services refers to the latest by *Bissanz* provided version of the *Bissantz Software*. Bissantz's obligation to provide maintenance and support for earlier versions of the *Bissantz Software* shall continue for a period of 6 months from the date of provision of the newer version.

2. Form of Delivery. *Updates* of *Bissantz Software* may be delivered on a data carrier or via download. In case of the download option *Bissantz* will provide the *Customer* with any information necessary to download and use the *Bissantz Software*, such as a password or a *License Key*.

3. Notification of the *Customer. Bissantz* notifies the *Customer* with regard to the extent and the deviations from the *Updates* through a *Documentation* or through audiovisual commentary, e.g. as part of an online seminar.

IV. Supplemental Performance

1. Supplemental Performance. *Bissantz* will remediate *Defects* of *Bissantz Software* through *Updates* or other means, e.g. instructions.

Bissantz also may remediate a *Defect* by giving instructions to *Customer* to self-remediate the *Defect* as long as this is appropriate for *Customer*. Such instructions may especially be used when *Customer* is able to remediate the *Defect* with a minimum of effort, or when the prompt execution of such instructions can avoid serious impacts of the *Defect*. A temporary *Workaround* shall be deemed as contractual *Service* as agreed upon, as long as it does not significantly affect the use of *Bissantz Software* and it is appropriate for *Customer*.

2. Classification of *Defects.* Unless otherwise stated, the following classifications of *Defects* shall apply:

2.1 An operation-preventing *Defect* if the use of *Bissantz Software* is impossible or severly limited.

2.2 An operation-impeding *Defect* is present if the use of *Bissantz Software* is severly limited. This may also be the case if multiple minor *Defects* result in a severly limited use of *Bissantz Software*.

2.3 A minor *Defect* that is not operation-impeding is present if the use of *Bissantz* Software is possible without any, or with only insignificant limitations.

3. Notice of *Defect.* After having received from *Customer* a comprehensible and reproducable description of an occurring *Defect* immediately after its discovery, *Bissantz* shall forward the description to the relevant *Third Party Software* manufacturer to ensure a swift remedy of the *Defect*. If the *Defect* is caused by software owned by *Bissantz* (esp. *Bissantz Software*), *Bissantz* is obliged to remediate the *Defect*.

4. *Response Time.* The initial response with respect to an operation-preventing *Defect* generally will be sent within eight (8) *Working Hours,* at the latest at the end of the *Working Day* after the day *Bissantz* has been notified about the *Defect* (*Response Time*). In case of an operation-impeding Defect, the *Response Time* is extended by one additional *Working Day*. In case of a minor *Defect*, the *Reponse Time* is extended by two (2) additional *Working Days*. *Customer* is obliged to state the classification of *Defect* together with the notice of *Defect* to allow *Bissantz* to react within the *Response Time*. If *Customer* fails to classify the *Defect*, the notice of *Defect* shall be considered a support request or, in case of *Defect*, a minor *Defect*. If *Customer* classifies the *Defect* incorrectly, *Bissantz* reserves the right to adjust the classification accordingly.

5. Processing Time. *Bissantz* shall generally remediate *Defects Bissantz* was notified about within its operative possibilities while taking into consideration the classification of the *Defect* as well as the resulting consequences for *Customer*. Should *Bissantz* conclude that the remediation of the *Defect* will cause exceptional expenses, or that the remediation of multiple *Defects* can be combined, or that delays may occur a *Third Party Software* manufacturer is responsible for, *Bissantz* is entitled to adjust the processing time accordingly.

Bissantz reserves the right to delay indeterminately the remediation of minor *Defects* until all operation-preventing and operation-impeding *Defects* have been eliminated.

V.   Support and Hotline

1. General. *Bissantz* provides hotline services to the *Customer* by phone (+49 911-935536-700) as well as by e-mail in German or English (support@bissantz.de).

2. Purpose of Hotline. *Bissantz* provides the *Customer* through the hotline with information directly related to the operational use of the *Bissantz Software*; the hotline

may not be used with respect to general questions, such as the use of computers, networks, databases and other programs on the *Customer's* premises. It also may not be used regarding the individual *Implementation* of the *Bissantz Software* at the *Customer's* premises. Furthermore, *Bissantz* accepts *Customer's* notices of *Defect* as defined in section C.IV.3 reported over the hotline.

The number of approaches with the hotline is in principle unlimited, but restricted to *Bissantz*-authorized employees of the *Customer*. Product training participants are considered to be authorized if they have attended at least two different training courses. The *Contracting Parties* may authorize additional eligible employees in the *Purchase Order* or set up conditions for such authorization.

During the first three (3) months after concluding the initial *Purchase Order* for support services, the restriction stipulated above does not apply. Therefore, *Bissantz* expressly offers an increased opportunity to use *Bissantz's* support services during this period.

3. Availability of Hotline Service. The hotline service by phone is available to the *Customer* during a *Working Day.*

If a request arrives outside a *Working Day* or if *Bissantz* cannot provide information immediately, an employee of *Bissantz* will reply on the next *Working Day*.

4. Establishment of Additional Contact Options. *Bissantz* may offer at its discretion additional telecommunications services to provide *Customer* care in the manner described in section C.IV. In particular, access via a remote maintenance access is possible to establish a direct connection to the computers of the *Customer*. When *Bissantz* provides adequate access software to establish a remote connection, the *Customer* accepts the risks (data security) and limitations associated with such services.

VI.   Grant of Rights

The *Customer* shall receive the same rights to all *Updates* that are provided as part of the maintenance services, which the *Customer* obtained with the originally delivered *Release Version* of *Bissantz Software*.

VII.   Acceptance of Maintenance Service

The *Customer* is obliged to declare the acceptance of performance with respect to a contractual maintenance Service provided in accordance with the *Purchase Order*, provided that acceptance for this maintenance service is possible in its nature. Acceptance of performance shall be deemed declared within a period of ten (10) days from the date of provision, if the *Customer* does explicitly declare acceptances, unless the *Customer* reports a

operation-preventing *Defect* or more than five operation-impeding *Defects* within this period.

VIII. Insufficient Performance of Support and Hotline

1. Statute of Limitations. The following claims regarding defective performance of the hotline and support services lapse twelve (12) months after full service provision. In the case of intent or malice or claims for damages, the statutory provisions on limitation apply. If the defective performance is due to a *Defect* of the *Bissantz Software*, the provisions in Section C.IV apply.

2. Notice of *Defect*. The *Customer* is obligated to comprehensible describe any defective performance occurring within the scope of the hotline and support services and, if possible, to notify *Bissantz* immediately in writing after obtaining knowledge of the defective performance.

3. Remedy by Repair or Replacement. If the *Customer* reports a defective performance regarding hotline and support to *Bissantz*, *Bissantz* will remedy free of charge. In complying with its duty to remedy, *Bissantz* shall take into account the severity of the defective performance and its effects on the *Customer*. *Bissantz* chooses the type of remedy.

4. Extension of Remedy Time. If the remedy, as described in section C.VIII.3, should fail within an appropriate time, the *Customer* shall allow *Bissantz* an extension of remedy time. The *Customer* has no obligation to grant an extension, if

- an extension is unacceptable to the *Customer*, or
- *Bissantz* refuses remedy unequivocally and finally.

5. Additional *Customer's* Rights. If the additional remedy also fails within extension time to be set according to section, the *Customer* is entitled

- to terminate the respective *Purchase Order* extraordinarily, unless the *Defect* is minor, or
- to reduce the remuneration agreed upon in the respective *Purchase Order*.

In addition to rescission or reduction of remuneration, the *Customer* is entitled to claim compensation if *Bis-*

santz has culpably breached its contractual obligations. For damage claims of the *Customer* the restrictions in section B.VII of the *GTC* apply.

IX. Duration and Termination

1. Duration. The term for *Bissantz's* provision of support services is twelve (12) months (original duration).

2. Extension/Ordinary Termination. The term of a *Purchase Order* for maintenance services will be further extended for a period of twelve (12) months (renewal period) if not terminated by one party three months before the end of the original term or of any further extension period.

3. Extraordinary Termination. The right of both *Contracting Parties* to terminate the *Purchase Order* for good cause according to § 314 BGB remains unaffected. Termination for good cause may generally only take place if the other Contracting Party has been given a reasonable period of notice, which has expired without success, before the notice of termination is delivered. The notice for remedy must be set immediately after knowledge of the good cause.

No notice of remedy is required, if

- the other party refuses the service owed unequivocally and finally;
- special circumstances exist that, in taking into account the interests of both parties warrant the immediate termination.

Insofar as the deadline set for remedy passes without success and one party has the right to terminate the contract for good cause, the notice of termination may only be given within one (1) month after the end of the remedy period. If a remedy period is not required, the notice of termination must be given no later than three (3) months after gaining knowledge of the circumstances giving rise to the termination. Any claims for damages remain unaffected by the right of termination for good cause. The limitations in section B.VII of the *GTC* apply.

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D. Renting/Subscription: Terms for subscription-based Licencing of Bissantz Software

I. Scope of Performance

1. Performance Overview for the Rental of *Bissantz Software*. The following services are part of a *Purchase Order*:

- timely limited right to use the *Bissantz Software*,
- availability of *Updates* of *Bissantz Software*,
- defect remedy as well as
- support and hotline.

The provision of maintenance services, in particular provision of *Updates*, defect remedies, as well as support and hotline, refers to the latest version of the *Bissantz Software* provided by Bissantz. Bissantz's obligation to maintain earlier versions of the *Bissantz Software* shall only apply to versions that are no more than 6 months older than the latest version provided.

2. Licensing Models. The licensing models, under which *Bissantz* grants the use of the *Bissantz Software*, result from the respective *Purchase Order*. *Bissantz* offers its *Customers* principally the licensing models as described in the *End User License Agreement (EULA)*.

3. Technical Protection. *Bissantz Software* is provided with technical protection to monitor proper use within the scope of the aforementioned licensing models. The required license server software is part of *Bissantz Software*.

II. Functional Description

A functional description of *Bissantz Software* is contained in the *Documentation* made available to *the Customer*. The functional description contained in the *Documentation* becomes an integral part of the *Purchase Order*.

III. Special Cooperation Obligations and Duties of the Customer

1. Information and Tests. *Bissantz* offers *the Customer* the opprtunity to gather information regarding the functioning of *Bissantz Software* before aquiring it and the opportunity to test *Bissantz Software* extensively. *The Customer* shall make use of these opportunities in an adequate manner.

2. Compliance with the *System Requirements*. The *Customer* is solely responsible with the suitability of his *Infrastructure* for the use of *Bissantz Software*. The respective basic *System Requirements* are listed in the *Documentation*.

3. Provision of *Third Party Products*. The *Customer* is further responsible for acquiring the necessary *Third Party Products* and for guaranteeing their adequate licensing (see also the *System Requirements* of *Bissantz Software*).

4. Further Cooperation Obligations and Duties. Subject to further definition in the *Purchase Order*, the *Customer* shall provide the following *Customer Obligations:*

- procurement of all necessary documents and information required for the rental of *Bissantz Software*;
- performance of tests with *Updates* delivered by *Bissantz*;
- *Implementation* of *Updates*;
- setting up a remote maintenance access, if required;
- providing access to the *Customer*'s *Infrastructure*, if required.

IV. Delivery and Form of Delivery

1. Extent of Delivery. *Bissantz* delivers *Bissantz Software* in *Object Code* alongside the accompanying *Documentation* in the form described in the respective *Purchase Order* for the duration of the period of the respective *Purchase Order*.

2. Form of Delivery. *Delivery* of *Bissantz Software* may be ensured through a data carrier or via download. In case of the download option *Bissantz* will provide the *Customer* with any information necessary to download and use the *Bissantz Software*, such as a password or a *license key*.

3. Performance of Delivery. By placing a *Purchase Order* the *Customer* obtains the right to receive the necessary information for the download. Should the *Customer* fail to request this information within 10 (ten) *Working Days* after placing the *Purchase Order*, then the delivery is considered to have been performed by *Bissantz.*

V. Provision of Updates and Form of Delivery

1. Updates. *Bissantz* provides *Updates* of *Bissantz Software* in *Object Code* alongside the accompanying *Documentation* to the extent acquired by the *Customer* through the *Purchase Order*. *Bissantz* reserves the right to adjust the range of functions of *Updates* as opposed to former *Release Versions* if necessary, e.g. due to technical developments or to changing market requirements, and the changeover is not unacceptable, taking into account the interests of the *Customer*. If the adjustment concerns an essential feature for *the Customer* and this feature is no longer available in the *Up-*

date, then the *Customer* may terminate the *Purchase Order* extraordinarily.

The *Customer* is only entitled to the provision of *Updates,* if the *Updates* involve the functionalities covered by the *Purchase Order*. If the *Updates* offer new functionalities, *Bissanz* reserves the right to decide if the functionalities are to be acquired by the *Customer* via a *Purchase Order* or if they are part of the *Update*.

The provision of maintenance services refers to the latest by *Bissanz* provided version of the *Bissantz Software*. Bissantz's obligation to provide support for earlier versions of the *Bissantz Software* shall continue for a period of 6 months from the date of provision of the newer version.

2. Form of Delivery. For the delivery of *Updates* of *Bissantz Software* the provisions of section D.IV.2 apply.

3. Notification of the *Customer*. *Bissantz* notifies the *Customer* with regard to the extent and the deviations from the *Updates* through a *Documentation* or through audiovisual commentary, e.g. as part of an online seminar.

VI.   Grant of Rights

1. Extend of License. *Customer* is granted the non-exclusive, and non-perpetual limited right to use the *Bissantz Software* for *Customer's* own business purposes while the *Purchase Order* is in force (see chapter D.IX.1) according to the licensing model stipulated in the *Purchase Order* (see chapter D.I.2). *Cutomer* is not entitled to offer services based on, or with the help of *Bissantz Software* (especially data center services, application service providing (ASP), software as a service (Saas), business process outsourcing) for third parties.

2. Rights to Use Updates. *Bissantz* grants *Customer* the same rights to use all *Updates* of *Bissantz Software* as they were granted to *Customer* for the initial *Release Version* of *Bissantz Software*; *Bissantz* will provide the *Updates* to *Customer* according to chapter D.IV.

3. Assignement/Transfer. Sublicensing, renting, leasing, or any other use than for internal business purposes of *Bissantz Software* is not permitted.

4. *End User License Agreement (EULA).* Supplementary provsions are included in *the End User License Agreement (EULA),* which are integral part of a *Purchase Order*.

VII.   Support and Hotline

1. General. *Bissantz* provides hotline services by phone (+49 911-935536-700) as well as contact via e-mail in German or English (support@bissantz.de).

2. Purpose of Hotline. *Bissantz* provides the *Customer* through the hotline with information directly related to

the operational use of the *Bissantz Software*; the hotline does not apply to general questions, such as the use of computers, networks, databases and other programs on the *Customer*'s premises. It also does not apply to the individual *Implementation* of the *Bissantz Software* at the *Customer's* premises. In addition, *Bissantz* accepts *Customer's* defect notifications, as defined in section E.VIII.3, over the hotline.

The number of contacts with the hotline is basically unlimited, but restricted to *Bissantz*-authorized employees of the *Customer*. Product training participants are considered to be authorized if they have attended at least two different training courses. Additional employees may be authorized in the *Purchase Order* or conditions under which such authorization can take place may be agreed upon.

During the first three (3) months of the initial *Purchase Order* for rental of *Bissantz Software*, the personnel restriction does not apply. Therefore *Bissantz* expressly offers an increased opportunity to use its support services during this period.

3. Availability of Hotline. The hotline service by phone is available to the *Customer* during a W*orking Day*.

If a request arrives outside a *Working Day* or if information cannot be given immediately, a reply will be sent by a *Bissantz* employee on the next *Working Day*.

4. Establishment of Additional Ways of Contact. *Bissantz* may offer at its discretion, additional telecommunications services to provide *Customer* care in the manner described in section D.VII.2. In particular, access via a remote maintenance access is possible in *Purchase Order* to establish a direct connection to the computers of the *Customer*. When *Bissantz* provides adequate access software to establish a remote connection, the *Customer* accepts the risks (data security) and limitations associated with such services.

VIII.   Defect of Bissantz Software and any Updates

1. Remediation of Defect/Supplementary Performance. *Bissantz* will remediate *Defects* of *Bissantz Software* by providing *Updates*, or by other means, e.g. instructions.

Bissantz also may remediate a *Defect* by giving instructions to *Customer* to self-remediate the *Defect* as long as this is appropriate for *Customer*. Such instructions may especially be used when *Customer* is able to remediate the *Defect* with a minimum of effort, or when the prompt execution of such instructions can avoid serious impacts of the *Defect*. A temporary workaround shall be deemed as contractual *Service* as agreed upon, as long as it does not significantly affect the use of *Bissantz Software* and it is appropriate for *Customer*.

2. Classification of *Defects*. Unless otherwise stated, the following classifications of *Defects* shall apply:

2.1 An operation-preventing *Defect* is present if the use of *Bissantz Software* is impossible or severly limited.

2.2 An operation-impeding *Defect* is present if the use of *Bisssantz Software* is severly limited. This may also be the case if multiple minor *Defects* result in a severly limited use of *Bissantz Software*.

2.3 A minor *Defect* that is not operation-impeding is present if the use of *Bissantz* Software is possible without any, or with only insignificant limitations.

3. Notice of *Defect.* After having received from *Customer* a comprehensible and reproducable description of an occurring *Defect* immediately after its discovery, *Bissantz* shall forward the description to the relevant *Third Party Software* manufacturer to ensure a swift remedy of the *Defect*. If the *Defect* is caused by software owned by *Bissantz* (esp. *Bissantz Software*), *Bissantz* is obliged to remediate the *Defect*.

4. *Response Time.* The initial response with respect to an operation-preventing *Defect* generally will be sent within eight (8) *Working Hours,* at the latest at the end of the *Working Day* after the day *Bissantz* has been notified about the *Defect* (*Response Time*). In case of an operation-impeding *Defect*, the *Response Time* is extended by one additional *Working Day*. In case of a minor *Defect*, the *Response Time* is extended by two (2) additional *Working Days*. *Customer* is obliged to state the classification of *Defect* together with the notice of *Defect* to allow *Bissantz* to react within the *Response Time*. If *Customer* fails to classify the *Defect*, the notice of *Defect* shall be considered a support request or, in case of *Defect*, a minor *Defect*. If *Customer* classifies the *Defect* incorrectly, *Bissantz* reserves the right to adjust the classification accordingly.

5. Processing Time. *Bissantz* shall generally remediate *Defects Bissantz* was notified about within its operative possibilities while taking into consideration the classification of the *Defect* as well as the resulting consequences for *Customer*. Should *Bissantz* conclude that the remediation of the *Defect* will cause exceptional expenses, or that the remediation of multiple *Defects* can be combined, or that delays may occur a *Third Party Software* manufacturer is responsible for, *Bissantz* is entitled to adjust the processing time accordingly.

Bissantz reserves the right to delay indeterminately the remediation of minor *Defects* until all operation-preventing and operation-impeding Defects have been eliminated.

6. Grace Period. In the event the supplementary performance as stated in chapter D.VIII.1 fails within reasonable period, *Customer* will grant *Bissantz* a reasonable grace period. There is no obligation to grant a grace period if

- such grace period is unacceptable for *Customer*, or
- *Bissantz* seriously and definitely refuses the supplementary performance.

7. Additional *Customer's* Rights. In the event supplementary performance fails after the expiration of the grace period stipulated in chapter D.VIII.6, *Customer* may extraordinary terminate the respective *Purchase Order* (§ 543 Abs. 2 Satz 1 Nr. 1 BGB).

Besides the rights to extraordinary terminate, *Customer* is also entitled to demand compensation instead of delivery or reimbursement for expenditures if *Bissantz* has culpably violated the contractual obligations.

The limitations of liability with respect to damages or reimbursements stipulated in chapter A.VII apply. Notwithstanding any of the foregoing provisions, *Bissantz* is not liable without fault with repsect to § 536a para. 1, 1st alternative BGB for *Defects* that were present at the conlusion of contract.

IX. Duration and Termination

1. Duration. The term of contract for the subscription-based licencing of *Bissantz Software* is thirtysix (36) months and will automatically be extended for additional twelve (12) months (renewal period), unless the contract is ordinarily terminated in good time (see chapter D.IX.2). The *Contracting Parties* may agree to different provisions in the *Purchase Order* that shall prevail this provision.

2. Ordinary Termination. Either *Contracting Party* may ordinarily terminate the *Contract* with a three (3) months notice to the end of the original term of contract or of any further renewal period. The *Contracting Parties* may agree to different provisions in the *Purchase Order* that shall prevail this provision.

3. Extraordinary Termination. Notwithstanding the foregoing provisions both *Contracting Parties* remain entitled to extraordinary terminate the Contract for good cause according to § 543 BGB. A termination for good cause may regularly only be exercised if the other party has been given a reasonable period to find a remedy and this period has expired without success. The period for remedy must be set immediately after knowledge of the good cause.

A period to find a remedy is not necessary if

- the other *Contracting Party* seriously and definitely refuses to render the contractual obligation, or
- exceptional circumstances are present which justify an immediate termination taking into account the interests of both *Contracting Parties*.

Insofar as the period set for remedy passes without success and one party has the right to extraordinary terminate the contract for good cause, the notice of termination may only be given within one (1) month after the end of the remedy period. If a remedy period is not required, the notice of termination must be given within three (3) months of knowledge of the circumstances that entitle to terminate. Any claims for damages remain unaffected by the right of termination for good cause. The limitations in section A.VII of the *GTC* apply.

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E.   Services: Terms for Consultancy Services or Implementation Services of Bissantz

I.   Service Portfolio

The following *Services* may be part of *Purchase Orders* regarding consultancy services or *Implementation Services* to support *Customer's Project*:

- support with the *Installation* of *Bissantz Software*;
- support with the design of data structures, data models and data loading processes to create or modify a data warehouse;
- support with the electronic mapping of *Workflows* with *Bissantz Software*;
- support with the design of use cases with respect to *Bissantz Software*;
- provision of *ERP Solutions* and support with their parameterization and modification (if any);
- support with project leadership and project management;
- workshops;
- miscellaneous consultancy services.

The *Implementation Services* to be provided by *Bissantz* are described in the specific *Purchase Order*.

II.   Obligations and Duties of Customer

1. Specific *Customer Obligations*. Unless otherwise stated, the *Customer* is obliged to perform the following *Customer Obligations*:

- appoint a contact person who is available as necessary for the performance of the contract;
- delivery of the mandatory data and information for *Installation* or *Implementation* of *Bissantz Software*;
- provisioning of the *Infrastructure* needed to use *Bissantz Software*;
- notification of *Defects*;
- assessment of tests.

Customer is solely responsible for the concept and the execution of the *Implementation*. The same applies with respect to the functionality and the concept of the *Infrastructure* used to run *Bissantz Software* by *Customer*.

The contact person of the *Customer* is responsible to perform and coordinate the *Customer Obligations*.

2. Consequences of Insufficient Cooperation. In case *Customer* does not perform, or does not deliver in time the *Customer Obligations*, the deadlines set for the delivery of *Service* by *Bissantz* will be prolonged accordingly. *Bissantz* will inform *Customer* about changes and prolongation and refer to the specific *Customer Obligation* that has not been performed accordingly. Apart from that, the statutory provisions apply (§§ 642, 643 BGB).

III.   License Grant

Bissantz grants *Customer* a non-exclusive and non-transferrable right to use the *Work Results* originating of the *Implementation Services* or *ERP Solutions* rendered as part of a *Purchase Order* for *Customer's* own internal business purposes. *Customer* is not entitled to modify or distribute *Work Results* or *ERP Solutions* unless otherwise explicitly stated in the *Purchase Order*. In the event protectable proposals and/or feedback is integrated in the *Work Results* or the *Bissantz Software* the grant of rights set forth in section A.III.4 shall apply.

IV.   Acceptance of Performance

In case *Bissantz* is rendering performance-based *Services* as part of a *Purchase Order*, the following terms apply:

1. Partial Performance/Partial Acceptance of Performance. Provided *Bissantz* has to render partial performances, these performances will be accepted individually (partial acceptance of performance). The dates for the partial acceptances of performances are part of the agreed time schedule. Before commencing operations, the *Contracting Parties* will perform a preliminary acceptance. The declaration of preliminary acceptance (at least in text form) is required to commence operations. In accordance with the agreed time schedule, at the latest four (4) weeks after commencement of operations, the *Contracting Parties* will perform the final acceptance.

2. Delivering for Acceptance of Performance. After rendering the owed (partial) performance, *Bissantz* will deliver the respective *Work Results* to *Customer* in *Purchase Order* to conduct the acceptance of performance. *Customer* shall verify the *Work Result* within the dates defined in the time schedule. Provided there are no details about the date of acceptance in the time schedule, a time period of ten (10) *Working Days* is applicable.

3. Protocol of Acceptance. *Customer* shall deliver the results of the acceptance of performance as a protocol at least in text form (i.e. e-mail). An acceptance protocol has to include a statement whether the acceptance has been declared or refused. If *Customer* refuses the acceptance, the protocol has to state for each complaint the reason impeding the acceptance. In case *Bissantz* has rendered the *Service* substantially free of *Defects*, *Customer* has to declare the acceptance. The acceptance shall be deemed declared when *Customer*

commenced operations of the *Work Results* and did not report any substantial *Defects* within eight (8) weeks.

The acceptance of performance may not be refused if a *Defect* does only insignificantly impair the use of the *Work Result*. *Bissantz* will remediate these insignificant defects as part of the liability of *Defects*.

When *Customer* delivers to *Bissantz* a protocol with a written list of defects within the time limit, *Bissantz* will remediate the defects within reasonable period and according to the time schedule. *Bissantz* will deliver the affected *Services* again for the (partial) acceptance of performance.

V.   Defects

1. Statute of Limitations. The following rights with respect to *Defects* of the *Implementation Services* lapse within twelve (12) months after the complete render of performance. In the event of wilful intent or malice or in case of claims for damages, the statutory provisions shall apply.

2. Notice of *Defect.* *Customer* is obliged to describe occurring *Defects* in a comprehensible manner and report these defects to *Bissantz* in text form without undue delay after the *Defects* emerged.

3. Supplementary Performance by Rectification of *Defects* or Subsequent Delivery. If *Customer* reports a *Defect* of the *Implementation Services* to *Bissantz* according to chapter E.V.2, *Bissantz* will free of charge provide supplementary performance. *Bissantz* will take into account the severity of the *Defects* and the impact on *Customer*. *Bissantz* will chose the type of supplementary performance.

4. Grace Period. In the event the supplementary performance as stated in chapter E.V.3 fails within reasonable period, *Customer* will grant *Bissantz* a reasonable grace period. There is no obligation to grant a grace period if

- such grace period is unacceptable for *Customer*, or
- *Bissantz* seriously and definitely refuses the supplementary performance.

5. Additional *Customer's* Rights. In the event supplementary performance fails after the expiration of the grace period stipulated in chapter E.V.4, *Customer* may

- extraordinary terminate the respective *Purchase Order*, unless the *Defect* is insignificant, or
- reduce the remuneration agreed in the *Purchase Order*.

Besides the rights to extraordinary terminate or to reduce the remuneration, *Customer* is also entitled to claim damages if *Bissantz* has culpably violated the contractual obligations; the limitations of liability stipulated in chapter A.VII of the *GTC* apply.

VI.   Remuneration and Terms of Payment

1. Level of Remuneration. *Customer* will remunerate *Bissantz* for its *Implementation Services* according to expenditure. The level and the type of remuneration are stipulated in the respective *Purchase Order*.

2. Remuneration According to Expenditure. *Bissantz* will charge the hourly or daily rate agreed in the *Purchase Order*. *Bissantz* will invoice the rendered *Implementation Services* according to the actual expenditure on a monthly basis. One *Work Day* has eight (8) hours; extra and minor performance will be invoiced proportionally. *Customer* shall refund travel expenses at cost. Travel expenses will be billed as follows:

- Flight: Business Class with a flight time over four (4) hours, otherwise Economy Class
- Train: First Class with Bahncard 50
- Car: 0,60 Euro per kilometer

The *Contracting Parties* may agree on lump-sum compensation for travel costs in the *Purchase Order*.

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F. Definitions and Terminology

Unless otherwise stated, the definitions and terminology listed below apply when interpreting the following terms used within these *GTC* or within a *Purchase Order*:

Term	Definition/Terminology
Affiliate Companies	Company which is related to one of the *Contracting Parties* pursuant to § 15 AktG.
Bissantz Software	Standardized software developed and distributed by *Bissantz* for data-based business management.
Concurrent User	*End Users* who are allowed to access the *Bissantz Software* from an unlimited amount of computer systems. The *Bissantz Software* may only be used at the same time by the number of *Concurrent Users* stipulated in the *Purchase Order*.
Confidential Information	Every piece of information no matter if in writing or orally passed which is by nature of the matter confidential or a secret, or where the other party has to recognise the confidentiality due to the external circumstances of the conveyance. Confidential information particularly includes product descriptions, specifications, *Documentation*, source code, prices, business plans, reports, and marketing projections.
Customer Obligation	Every action the *Customer* has to supply in the context of a *Purchase Order*.
Defect ("Sachmangel") of the Bissantz Software	Repeatable bug or malfunction so that the *Bissantz Software* does not comply with the agreed quality described in the respective *Documentation*. The *Bissantz Software* contains a bug in case of non-performance of a feature mentioned in the *Documentation*, wrong results, abnormal termination, or a behaviour which does severely obstruct or totally impede the use of *Bissantz Software*. A malfunction of *Bissantz Software* after changing the *Infrastructure* does not constitute a bug. The same applies if *Bissantz Software* does not work after a failed data load process, a change of data structure, or other databased-related issues. The non-existence of a feature on one platform (e.g. web) does not constitute a bug when this feature exists on another platform (e.g. Windows) unless the *Documentation* explicitly states otherwise.
Defect ("Sachmangel") of Implementation Services	Deviation from the specifications agreed for the Implementation Services in the respective scope description. If the Parties have not agreed on a specification Implemenation Services shall be performed state-of-the-art or pursuant to a reasonable standard of workmanship („mittlerer Ausführungsstandard").
Device	A distinguished computer system (device) which may be used by multiple *End Users*.
Documentation	Instruction manual, product overview, available manuals as well as *System Requirements* for the *Bissantz Software*, provided by *Bissantz* to its *Customers*. The *Documentation* will be provided either in an electronic, printable format, or as a video; it will not be customer-specific.
End User	Employee of the *Customer* who is using the *Bissantz Software*.
End User License Agreement (EULA)	Document including supplementary stipulations with respect to the license granted as well as usage restrictions, which is also implemented in the *Bissantz Software*.
ERP Solutions	Templates suitable to build a data warehouse with a Microsoft SQL Server for each subject matter out of SAP or Lucanet. The provision of the ERP Solutions and the services for their parameterization and modification (if any) is deemed as *Implementation Service*.

Hotfix	Early *Update* of the *Bissantz Software* to rectify single *Defects*. *Hotfixes* will periodically be included in the next *Release* or *Patch*.
Implementation	Introduction and – if necessary – parametrisation of the *Bissantz Software* at the *Customer's* company.
Implementation Service	Every service rendered by *Bissantz* as part of a *Purchase Order* which includes the *Implementation* of the *Bissantz Software*.
Infrastructure	The Infrastructure includes operating systems, database and application servers, the structure of the application environment (e.g. development, test, and production system), the communication network containing appropriate security and administration systems (e.g. firewalls, proxy server), platforms and user environments together with the necessary rights and component (e.g. fonts) for display.
Installation	Actions necessary to install the *Bissantz Software* on the *Customer's* IT systems.
License Key	A code consisting of letters and numbers needed for *Installation* or requested during the first start of, or to unlock the *Bissantz Software*.
Maintenance Pack	Modification of a prior *Version* of the *Bissantz Software* to maintain upward compatibility as long as this prior *Version* of the *Bissantz Software* is supported by *Bissantz*.
Named User	*End Users* defined by name who may use the *Bissantz Software* from different computer systems. The maximal amount of *Named Users* depends on the *Purchase Order*.
Object Code	The *Bissantz Software* in binary format, i.e. expression of a computer program not readable for humans and, thus, not intended to understand the program logic but suitable for execution on a computer system.
Patch	*Update* of the *Bissantz Software* to rectify *Defects*. A *Patch* increases the fourth digit of the respective *Release Version*.
Personal Data	Part of the data provided by the *Customer* which is defined as personal data as stipulated by the General Data Protection Regulation (GDPR).
Project	Unique and limited in time undertaking of the *Customer*, e.g. the *Implementation* of the *Bissantz Software*, or an *Update* where *Bissantz* is supporting with *Implementation Services*.
Purchase Order	Order to perform specific services by *Bissantz*.
Release	*Update* of the *Bissantz Software* which introduces new features, modifies or drops existing features, or rectifies *Defects* compared to the previous *Release*. A new *Release* will change the *Release Version* in the second and third digit.
Release Version	Exact designation of a program level of the *Bissantz Software* containing the level of *Version*, *Release*, and *Patch*.
Response Time	Period of time between receiving a notice of *Defect* and the first, qualified response from *Bissantz*.
Service	Every activity *Bissantz* is performing in favour of the *Customer* as part of a *Purchase Order*. For details regarding the product portfolio see section A.I.2.

System Requirements	Minimum technical requirements to the *Infrastructure* of the *Customer* needed to run the *Bissantz Software*. The *System Requirements* are part of the *Documentation* of the *Bissantz Software*.
Third Party Products	Software product provided by a third party supplier which is required to run the *Bissantz Software* (e.g. operating system, database system, terminal server or webserver including interfaces).
Third Party Software	Standard software product and associated *Documentation* the *Customer* is granted a license as part of a *Purchase Order*. *Third Party Software* is developed for or by a *Third Party Software* manufacturer and will be made available to the *Customer* pursuant to the *Purchase Order*.
Update	This covers all new *states* of the *Bissantz Software*, in particular new *Versions*, *Releases*, *Hotfixes*, and *Maintenance Packs*.
Version	*Update* of the *Bissantz Software* with major changes of the features or of the user interface compared to the previous *Update*. A new *Version* will change the *Release Version* in the first digit.
Workaround	Temporary solution to face a *Defect* (in the *Bissantz Software*) and/or a malfunction.
Workflow	Structured procedure of business processes.
Working Day	Monday to Friday between 9 a.m. and 5 p.m. Central European (Summer) Time, excluding public holidays at Nuremberg, and December 24 and 31.
Working Hour	A *Working Hour* is defined as a 60 minute time unit within one *Working Day*.
Work Result	Every deliverable which has been provided as part of a *Purchase Order* governing *Implementation Services* performed by *Bissantz*.

G. Table of content detailed

Bissantz is available to you for any further contractual questions or product issues.