

General Terms and Conditions of Cpro Industry Projects & Solutions GmbH for the Provision and Maintenance of Standard Software

§ 1 Applicability of contract terms

1. In this document, "Cpro INDUSTRY" refers to Cpro Industry Projects & Solutions GmbH, and "SAP" refers to SAP Deutschland SE & Co. KG and the companies affiliated with SAP Deutschland SE & Co. KG. All contract relationships in which Cpro INDUSTRY (themselves or through SAP) provides and maintains software (as defined below) to other companies, legal persons under public law or public law special funds ("client"), are subject exclusively to these General Terms and Conditions ("GTC") and additionally to the SAP List of Prices and Conditions ("LPC", SAP List of Prices and Conditions Software and Support SUR), available at: <https://www.sap.com/about/trust-center/agreements/on-premise/product-use-and-support-terms.html>

2. Cpro INDUSTRY makes open-source products available subject to specific open-source licence terms, which are agreed separately and contain, in particular, different provisions regarding rights of use, liability and warranty.

3. Any conflicting and/or supplementary terms and conditions, in particular the general terms and conditions of the client, are not part of this contract, even if Cpro INDUSTRY is aware of these and/or performs a contract without expressly objecting to such terms and conditions.

4. The following provisions regarding SAP software apply to third-party software accordingly, unless otherwise specified in the software contract, in the maintenance contract, in these GTC or in the LPC.

§ 2 Definitions

1. "Add-On" refers to developments which do not constitute modifications (as defined below), use APIs and add new and independent functionality.

2. "API" refers to application programming interfaces as well as other code that enables other software products to communicate with the software or access it (e.g. SAP Enterprise Services, BAPIs, IDocs, RFCs and ABAP views or other user exits).

3. "Working days" refers to the weekdays from Monday to Friday (08:00 to 18:00 CET or CEST) except for legal holidays and December 24 and 31.

4. "Documentation" refers to the technical and/or functional documentation by SAP or Cpro INDUSTRY relating to the contractual software, which is provided to the client together with the

contractual software.

5. "Third-party software" refers to (i) all standard software products and the accompanying documentation, as well as content, which have been developed for or by other companies other than SAP or its affiliates and do not constitute software (as defined below); (ii) all new versions (in particular releases, updates, patches, fixes) of this third-party software and (iii) all complete or partial copies thereof.

6. "Business partner" refers to a natural or legal person who requires access to the software in connection with the client's internal business transactions, e.g. customers, distributors and/or suppliers of the client.

7. "IP rights" refers without restrictions to all patents and other rights to inventions, copyrights, trademarks, designs, utility models and other intellectual property rights and all associated exploitation and usage rights.

8. "Scope of work" refers to the scope of work enclosed as an Annex to the maintenance contract.

9. "Modification" refers to developments which (i) modify the source code or metadata provided or (ii) use APIs, but do not add any new and independent functionality but merely define, improve or modify the existing functionality of the contractual software. For clarification: customizing and parameterization of the contractual software do not constitute a modification but are permitted as part of the contractual agreements.

10. "Maintenance" refers to the agreed SAP support for the software provided by Cpro INDUSTRY and/or SAP under the maintenance contract.

11. "Maintenance contract" refers to a specific contract between Cpro INDUSTRY and the client with agreements on the maintenance of software and/or third-party software, which refers to these GTC.

12. "Software" refers to all (i) standard software products and the associated documentation which were developed for or by SAP or its affiliated companies; (ii) new versions (in particular releases, updates, patches, corrections) of this software, and (iii) complete or partial copies thereof.

13. "Software contract" refers to a specific contract between Cpro INDUSTRY and the client with agreements on the provision of software and/or third-party software which refers to these GTC.

14. "Affiliated companies" refers to companies which are affiliated with another company as defined in § 15 AktG (German Stock Corporation Act).

15. "Contractual" means "provided to the client as part of performance of the software contract and/or the maintenance contract".

16. "Confidential information" refers to all information that Cpro INDUSTRY, SAP or the client protect against unrestricted disclosure to third parties, or which, given the circumstances of the disclosure or their content, are to be regarded as confidential, including the software contract and the maintenance contract itself. In any case, the following information is regarded as confidential information belonging to Cpro INDUSTRY or SAP: Information on research and development, product offers, pricing and availability of SAP products and all software, programs, tools, data or other materials, which SAP or Cpro INDUSTRY provide to the client on a pre-contractual basis or based on the software contract and/or the maintenance contract.

§ 3 Contract initiation, contract conclusion, reservation of contract conclusion with SAP, written form

1. Any software or other items (e.g. proposals, test programs) provided to the client by Cpro INDUSTRY or SAP prior to the conclusion of the contract remain the intellectual property of Cpro INDUSTRY or SAP (see § 5). They must not be reproduced or made available to third parties. If no contract is concluded, they must be returned or deleted and must not be used. Furthermore, the provisions of these GTC also apply to the pre-contractual legal relationship, in particular the limitation of liability clause in § 15.

2. Cpro INDUSTRY can accept offers from clients within four weeks. Offers from Cpro INDUSTRY are subject to change. If in doubt, the proposal or order confirmation of Cpro INDUSTRY determines the content of the contract.

3. The conclusion of the contract is subject to the condition precedent of the conclusion of a corresponding software or maintenance contract between Cpro INDUSTRY and SAP, which is necessary for performance of the contractual work. Cpro INDUSTRY may withdraw from the contract with the client if SAP, despite the conclusion of a corresponding contract between Cpro INDUSTRY and SAP, fails to perform the work that is contractually owed. This does not apply if Cpro INDUSTRY is responsible for SAP's failure to conclude the contract or perform the work.

4. The conclusion of the contract, as well as any subsequent amendments and additions thereto, must be in writing to be valid. This also applies to any waiver of the written form requirement. No verbal ancillary agreements have been made.

5. All notices of termination, reminders and setting of deadlines by the client must be in writing to be valid.

6. The requirements for written form set out in Nos. 4 and 5 of this § 3 or in other parts of these GTC may also be met by mail correspondence or (with the exception of notices of termination) by fax. However, § 127 (2) BGB (German Civil Code) does not apply in other respects.

7. Cpro INDUSTRY wishes to point out that the conclusion of a contract between the client and Cpro INDUSTRY does not result in a contract being established between the client and SAP, and neither SAP nor other third parties assume any contractual obligations to the client due to the conclusion of the contract.

§ 4 Scope of delivery

1. Cpro INDUSTRY supplies the contractual software in accordance with the product description set out in the documentation and the applicable LPC. Unless otherwise agreed, the contractual software is supplied in the version current at the time of delivery.

2. The nature of the contractual software supplied by Cpro INDUSTRY is definitively determined by the description in the documentation. Cpro INDUSTRY is not obligated to provide any further characteristics of the contractual software. The client cannot infer such an obligation in particular from other descriptions of the contractual software in public statements or in advertising by SAP or by Cpro INDUSTRY, unless Cpro INDUSTRY has expressly confirmed the additional characteristics in writing. Cpro INDUSTRY makes no warranty as to the quality of the contractual software. Warranties require the express written confirmation of the management of Cpro INDUSTRY.

3. The client has familiarised themselves with the key functional features of the contractual software and accepts the risk as to whether they meet their wishes and requirements. The client must obtain advice from staff at Cpro INDUSTRY or from knowledgeable third parties on any matters in doubt prior to concluding the contract. Cpro INDUSTRY will provide details of the technical application options and requirements for the contractual software (e.g. regarding the database, operating system, hardware and storage media) upon request. The client is further advised that SAP provides information about the technical application requirements of the contractual software and any changes to those requirements on their online information platform.

§ 5 Rights of Cpro INDUSTRY and SAP

1. All rights to the contractual software, in particular the copyright and other IP rights, are in relation to the client exclusively held by SAP or Cpro INDUSTRY, even if the software was created on the basis of specifications by the client or with their cooperation. The client only has the non-exclusive rights listed in § 6, § 7 and § 8 with regard to the contractual software.

2. No. 1 of this § 5 applies accordingly to any other items, documents and information provided to the client as part of the contract initiation and performance, including rework, support and maintenance.

§ 6 Rights of the client

1. The client is granted a simple, non-exclusive right to use the contractual software. They may only use the contractual software to the extent specified in the contract, where applicable with reference to the criteria set out in the LPC. The right of use is limited to the software specified in the contract, even if the client is technically able to access other software components. Under a "Purchase" contract, the client receives the usage rights for an unlimited time, while under a "Lease" contract they receive the rights for the duration agreed in the contract.

2. The client may use the contractual software solely for the purpose of processing their internal business transactions and those of their affiliated companies. Rights to reproduce this software are granted only to this extent. All rights beyond this, in particular the right to distribute including leasing or other sub-licensing, to translate, adapt, arrange, to publicly perform via wired or wireless means and to make the software available to third parties, whether for a fee or free of charge, remain exclusively with SAP or Cpro INDUSTRY. In particular, the operation of a data centre for entities other than affiliated companies or the use of the software to train persons who are not employees of the client or their affiliated companies are not permitted. Further details are determined in accordance with the LPC. The contractual software can be used via an interface delivered with the software or as part of the software, via an interface provided by the client or a third-party provider, or via another intermediary system.

3. The client must hold, in particular for all persons who use the contractual software (directly and/or indirectly), the required

usage rights, as defined in more detail in the software contract and the LPC. Business partners are permitted to use the contractual software exclusively via screen access and only in conjunction with the client's use of the software, and the use of the software for processing their own business transactions is prohibited.

4. In the case of test installations, which the client is permitted to set up in accordance with the provisions of the LPC, the rights of use of the client are limited to actions that serve to determine the condition of the software and its suitability for the client's operation. In this context, creating modifications and add-ons (§ 7), decompilations (§ 6 (8)), productive operation of the software or preparing the productive operation are not permitted.

5. Where an affiliate of the client holds independent software provision or maintenance contracts with Cpro INDUSTRY, SAP or an authorised SAP sales partner, the following applies unless otherwise expressly agreed between Cpro INDUSTRY and the client: The contractual software must not be used to process internal business transactions of this affiliated company of the client, and the client may not make maintenance services received under the maintenance contract available to this affiliated company. This also applies if the separate maintenance contract of the affiliated company has been or will be terminated.

6. All data processing devices (e.g. hard drives and central processing units) onto which the contractual software is copied in whole or in part, temporarily or permanently, are located on the client's premises and are in their immediate possession. Subject to written consent from Cpro INDUSTRY, the data processing equipment referred to in the first sentence may also be located on the premises of an affiliated company and be in the direct possession of that company. If the client wishes to operate the contractual software for their own purposes as defined in No. 2 of this § 6 or have it operated on data processing equipment which is located on the premises and in direct possession of a third party (outsourcing), this is only possible on the basis of a written agreement with Cpro INDUSTRY, which Cpro INDUSTRY is willing to conclude provided their operational interests, in particular compliance with the contractual regulations on the use and sharing of the software by the third party, are safeguarded.

7. The client may back up the data in accordance with standard technical practice and, for this purpose, create the necessary backup copies of the contractual software. A backup copy on a removable data carrier must be identified as such and must be labelled with the copyright notice of the original data carrier, unless this is technically

unreasonable. The client must not alter or remove copyright notices of SAP or Cpro INDUSTRY.

8. Prior to any decompilation of the contractual software, the client must request in writing with reasonable notice period that Cpro INDUSTRY provide the information and documents needed to ensure interoperability. Only after the notice period has expired without result, the client is entitled to decompile the software within the limits of § 69 e UrhG (German Copyright Act). Prior to involving third parties (e.g. according to § 69 e (1) No. 1, (2) No. 2 UrhG) the client will obtain for Cpro INDUSTRY a written declaration from the third party that they commit directly to Cpro INDUSTRY to comply with the regulations set out in § 5 to § 8.

9. If the client receives software, for example as part of rectification work or maintenance, which replaces software previously provided, their rights under § 6, § 7 and § 8 to the previously provided and now replaced software expire as soon as they use the new software in a production environment. However, for a period of three months, they may use the new software as a test system in accordance with the rules of the LPC alongside the old software currently in use. § 17 applies to returns.

10. In some cases, third-party software is subject to specific regulations set by its manufacturer. As a rule, the client only receives those rights to the third-party software that are necessary for its use in conjunction with the software. This does not generally include a right to adaptation or distribution.

§ 7 Modifications, add-ons

1. The client may only use the APIs and tools contained in the contractual software or otherwise acquired from Cpro INDUSTRY in compliance with the obligations set out in this § 7 regarding the creation or use of modifications or add-ons. For clarification: Modifications or add-ons developed by Cpro INDUSTRY or SAP for the client or as a product are ultimately subject to the provisions of the relevant contract and are not subject to the below provisions in this § 7.

2. The client is – unless otherwise agreed – not entitled to create, use or make available to third parties any modifications or add-ons to the contractual software, unless they are expressly permitted to do so by mandatory law or under this § 7. Modifications may only be made with regard to contractual software provided to the client by Cpro INDUSTRY in the source code.

3. The client is responsible for any malfunctions in the operation, in the security or in the performance of the contractual software and other programs, as well as in the communication of the contractual software and other programs (generically “malfunctions”), which are caused by modifications or add-ons to the contractual

software. Cpro INDUSTRY points out that add-ons and even minor modifications to the contractual software may lead to unforeseeable and significant malfunctions. The client is therefore strongly advised against making unauthorised changes to the contractual software; they solely bear the risk. Such malfunctions can also be caused if an add-on or a modification is not compatible with later versions of the contractual software. In particular, Cpro INDUSTRY is entitled at any time to modify the software and APIs without ensuring that modifications or add-ons used by the client are compatible with later versions of the software. 2.

4. Cpro INDUSTRY is not liable for malfunctions caused by modifications or add-ons to the contractual software, nor are they obligated in any other manner to remedy these malfunctions, in particular on the basis of warranty claims. Cpro INDUSTRY is also under no obligation to provide contractual maintenance services insofar as and to the extent that their provision is made more difficult by modifications or add-ons to the contractual software. Cpro INDUSTRY recommends that the client register modifications and add-ons in accordance with the registration procedure provided by SAP at <http://support.sap.com/sscr>, to facilitate finding the causes of possible support issues for SAP or Cpro INDUSTRY.

5. The aforementioned modifications and add-ons may only be used in conjunction with the contractual software and only in accordance with the contractually granted usage rights to the contractual software. SAP is entitled at any time to develop its own modifications and add-ons to the software. SAP may not, however, copy the client’s software code. Should SAP develop modifications and/or add-ons, Cpro INDUSTRY may pass these on to the client. By passing these on, Cpro INDUSTRY has fulfilled their obligations towards the client. Modifications and add-ons must not (subject to the further restrictions set out herein) be capable of: circumventing the contractually agreed restrictions and/or enabling the client to access software for which they have not acquired any usage rights; nor of making accessible or providing information about the software itself.

6. The client undertakes not to make any claims against either Cpro INDUSTRY or SAP arising from rights to (i) such modifications or add-ons or (ii) other functionality of the software to which these modifications or add-ons relate.

§ 8 Transfer

1. The client may only transfer the software which they have acquired under the “Purchase” contract type (including software obtained through any additional purchases or as part of maintenance), to a third party in its entirety. The temporary or partial transfer to third parties, or the transfer to several third parties, is prohibited. The restrictions of sentences 1 and 2 also apply to corporate restructuring and legal succession, e.g. under the German Transformation Act.

2. In cases of permissible uniform transfer of software by the client to a third party (“new user”) in accordance with No. 1 of this § 8, the following applies:

- (i) The client must cease using the software completely and permanently and must either pass on all copies to the new user or render them unusable, unless they are legally obliged to retain them for a longer period.
- (ii) The client is required to make the terms of use and transfer for the software provided, as set out in the software contract, available to the new user.
- (iii) The client must immediately notify Cpro INDUSTRY in writing of the transfer to the new user, stating the latter’s name and address.

3. The client may not transfer software they acquired in any other way than by “Purchase” contract to third parties.

4. If the client is a leasing company and the contract indicates that the software was acquired for the purpose of sub-leasing, Cpro INDUSTRY will grant approval for the leasing and for a change of lessee, if the leasing company has specified the lessee in writing, if, when there is a change of lessee, the previous lessee provides a written statement from the new lessee, in which the new lessee commits to Cpro INDUSTRY to comply with the usage and transfer conditions agreed for the software, and if the old lessee confirms to Cpro INDUSTRY in writing that they have transferred all original copies of the software to the new lessee and have deleted all copies they have made, and if there are no compelling reasons (e.g. lack of consent by the third-party licensors) preventing this. Cpro INDUSTRY may supply the software (even if it is provided under warranty or as part of maintenance) directly to the lessee. The leasing company may assign warranty claims to the lessee. Cpro INDUSTRY reserves the right, in the event of a change of lessee, to claim an upgrade fee from the leasing company of up to 50 per cent of the maintenance fee for the expired lease period.

§ 9 Surveying, add-on purchase

1. Cpro INDUSTRY must be notified in writing in advance of any use of the contractual software that goes beyond the

contractual agreements. It requires a separate contract with Cpro INDUSTRY for the additional scope of use ("add-on purchase"). The add-on purchase is made on the basis of the LPC applicable at the time of the add-on purchase.

2. Both SAP and Cpro INDUSTRY are entitled to monitor the use of the contractual software (generally once a year) and in accordance with SAP standard procedures (as described in the LPC) by means of surveying. Surveys are carried out regularly in the form of self-reports using the survey tools provided by SAP or Cpro INDUSTRY.

3. SAP and/or Cpro INDUSTRY may also carry out remote surveys if the self-report was refused, or insofar as it did not yield conclusive results and there are objective indications of a breach of law by the client. SAP and/or Cpro INDUSTRY may, in exceptional cases, carry out on-site surveys if remote surveying was refused, or if it has not yielded conclusive results and there are objective indications of a breach of contract by the client. The client must cooperate adequately with SAP and Cpro INDUSTRY in carrying out such surveys, in particular by granting SAP and/or Cpro INDUSTRY access to their systems during remote surveys and on-site surveys to the necessary extent. SAP or Cpro INDUSTRY must notify the client of on-site surveys with reasonable notice. Due regard is given to the client's confidentiality interests and to the protection of their business operations from disruption. The reasonable costs of the survey carried out by SAP and/or Cpro INDUSTRY are borne by the client if the survey results indicate non-contractual use.

4. If it becomes apparent during a survey or in any other way that the client's use of the contractual software exceeds the contractual agreements, a contract must be concluded with Cpro INDUSTRY for the additional purchase. Cpro INDUSTRY reserves the right not to grant any agreed discounts that exceed the volume discounts set out in the LPC. § 9 (1) sentence 2 and sentence 3 apply accordingly. The right to claim damages and default interest in accordance with § 12 (2) is reserved.

§ 10 Client cooperation

1. The client provides the operating environment for the contractual software (e.g. hardware and operating system) in accordance with the specifications provided by Cpro INDUSTRY. It is their responsibility to ensure the proper functioning of the necessary operating environment of the contractual software by means of

maintenance contracts with third parties if necessary. The client complies, in particular, with the specifications set out in the documentation and the information provided on SAP's online information platform.

2. The client cooperates in the performance of the contract to the extent necessary and free of charge, for example by providing staff, workspaces, hardware and software, data and telecommunications equipment. They grant Cpro INDUSTRY direct and remote access to the hardware and software.

3. The client designates in writing a contact person for Cpro INDUSTRY, as well as an address and email address where the contact person can be reached. The contact person must be in a position to make the necessary decisions on behalf of the client or ensure that they are made without delay. The contact person ensures good cooperation with the contact person at Cpro INDUSTRY.

4. The client thoroughly tests the contractual software to ensure it is free from defects and suitable for use in the specific circumstances before commencing its operational use. This also applies to software that they receive under the warranty and maintenance contract.

5. The client takes appropriate precautions for the event that the software fails to function properly, either in whole or in part (e.g. by backing up data, diagnosing faults, and regularly checking the results). In the absence of an explicit written statement in a specific case, Cpro INDUSTRY employees may always assume that all data with which they may come into contact is secure.

6. The client bears any disadvantages and additional costs arising from a breach of these obligations.

§ 11 Delivery and performance period

1. Delivery of the contractual software takes place when Cpro INDUSTRY provides the client with the executable program and the documentation on data carriers ("physical delivery") or makes it available for download via a network and notifies the client thereof ("electronic delivery").

2. Cpro INDUSTRY delivers the contractual software contract in its current version within one month of the conclusion of the contract. Shorter delivery times require the express written confirmation of Cpro INDUSTRY.

3. In the case of physical delivery, the time at which Cpro INDUSTRY hands over the data carriers to the shipping company is decisive for compliance with delivery deadlines and the transfer of risk. In the case of electronic delivery, it is the point in time at which the contractual software is made available for download online and the client is notified of this.

4. When Cpro INDUSTRY is awaiting the client's cooperation or information

or is prevented from fulfilling the contract due to a strike, lockout, official intervention or other circumstances beyond their control, delivery and performance deadlines are deemed to be extended by the duration of the hindrance and by a reasonable start-up period following the end of the hindrance. Cpro INDUSTRY will notify the client of the hindrance.

§ 12 Price, payment, retention of title

1. The client pays Cpro INDUSTRY remuneration for the provision of the software in accordance with the software contract and remuneration for the maintenance of the contractual software in accordance with the maintenance contract. Prices for software deliveries include transport and packaging with physical delivery. In the case of electronic delivery, Cpro INDUSTRY makes the contractual software available for download online at their own expense. The costs of the retrieval are borne by the client. The price valid at the time the contract is concluded, including the surcharges and discounts specified in the LPC, applies. Price changes prior to delivery will not be taken into account.

2. All prices are exclusive of the applicable statutory VAT. An invoice will be issued for each individual delivery or service. Payments are due upon invoicing. No cash discount will be given. From 30 days after the due date, Cpro INDUSTRY will charge interest at the statutory default interest rate applicable at the time.

3. Cpro INDUSTRY may require partial payments or full advance payments if no business relationship yet exists with the client, if the delivery is to be made abroad or the client has their registered office abroad or if there are reasons to doubt the prompt payment by the client.

4. The client may only offset claims that are undisputed or have been established by a final and binding court decision, and may only base a right of retention on claims that are undisputed or have been established by a final and binding court decision. They may not assign their claims to third parties, notwithstanding the provisions of § 354a HGB (German Commercial Code).

5. Cpro INDUSTRY reserves ownership and the rights (§ 5 to § 8) to the subject matter of the contract until their claims arising from the contract have been settled in full. The client must immediately notify Cpro INDUSTRY in writing if any third party gains access to the items subject to retention of title and must inform the third party of Cpro INDUSTRY's rights.

§ 13 Duty of investigation and notification of defects

1. In relation to all deliveries and services provided by Cpro INDUSTRY, the client assumes an obligation to inspect and give notice of defects in accordance with § 377 HGB.

2. The client notifies of defects in writing, stating a detailed description of the problem. Only the contact person (§10 (3))

and if necessary the certified Customer Competence Centre as defined in the LPC are authorised to submit notices of defects.

§ 14 Material and legal defects, other malfunctions

1. CproINDUSTRY, in accordance with the provisions of the Sale of Goods Act, guarantees the agreed quality (see § 4) of the contractual software and guarantees that the transfer of the agreed rights of use to the client (see § 6, § 7 and § 8) are not precluded by any third-party rights.

2. CproINDUSTRY provides a warranty for proven material defects by way of subsequent performance in the manner that CproINDUSTRY, at their discretion, provides the client with a new, defect-free software version or rectifies the defect. The rectification of defects may also consist in CproINDUSTRY showing the client reasonable options for avoiding the effects of the defect. In the event of proven legal defects, CproINDUSTRY provides a warranty by way of subsequent performance, by ensuring that the customer is able to use the delivered software in a legally compliant manner or, at their discretion, by providing replacement or modified software of equivalent value. The client must accept a new software version, provided that the contractually agreed functional scope remains unchanged and the acceptance is not unreasonable.

3. If, following the expiry of a reasonable grace period to be set by the client – provided that such a period is not dispensable under the law – the subsequent performance fails definitively, the client may withdraw from the contract or reduce the remuneration. The conditions of § 3 (4) to (6) and § 20 must be met. CproINDUSTRY pays compensation for damages or reimbursement of wasted expenditure arising from a defect within the limits set out in § 15.

4. The limitation period for the claims referred to in Nos. 1 to 3 of this § 14 is one year and begins upon delivery of the contractual software. This also applies to claims arising from withdrawal and reduction in accordance with No. 3 sentence 1 of this § 14. The shortening of the limitation period does not apply in cases of intent or gross negligence on the part of CproINDUSTRY, fraudulent concealment of the defect, damage arising from injury to life, body or health, or legal defects as defined in § 438 (1)(1a) BGB (German Civil Code).

5. For defects in rectification work, workarounds or new deliveries as part of the process of subsequent performance, the limitation period also ends at the time specified in No. 4 of this § 14. However, the limitation period is suspended if CproINDUSTRY, in agreement with the client, investigates the existence of a defect or carries out remedial work, until CproINDUSTRY notifies the client of the result of its investigation, declares the rectification to be complete or refuses to carry out the rectification. The limitation occurs at the earliest

three months after the end of the suspension.

6. If CproINDUSTRY provides services relating to fault-finding or rectification without being under any obligation to do so, CproINDUSTRY may claim remuneration in accordance with § 21 (1). This applies in particular where a reported material defect cannot be substantiated or is not attributable to CproINDUSTRY, or where the contractual software is not used in accordance with the documentation. In particular, compensation is also payable for the additional costs incurred by CproINDUSTRY in rectifying defects resulting from the client's failure to properly fulfil their obligations to cooperate, their improper use of the contractual software, or their failure to make use of the SAP services recommended by CproINDUSTRY.

7. If a third party asserts claims that prevent the exercise of the contractual right of use, the client must notify CproINDUSTRY immediately in writing and in full. If the client ceases to use the contractual software in order to mitigate damages or for other compelling reasons, the client is obliged to inform the third party that such cessation of use does not constitute an admission of the alleged infringement of intellectual property rights. They hereby authorise CproINDUSTRY to handle the dispute with the third party, both in and out of court, on their own. If CproINDUSTRY exercises this authorisation, at its discretion, the client must not acknowledge the third party's claims without CproINDUSTRY's consent, and CproINDUSTRY is obliged to defend against such claims at their own expense and to indemnify the client against all costs and damages associated with such defence, provided that these are not due to a breach of duty on the part of the client. If the client conducts the legal proceedings against the third party themselves, they do so only with the consent of CproINDUSTRY. The provisions of this paragraph apply irrespective of whether the limitation period under No. 4 of this § 14 has expired.

8. If, outside the scope of liability for material defects and defects of title, CproINDUSTRY fails to perform their work or performs it improperly, or if CproINDUSTRY commits any other breach of duty, the client must always notify CproINDUSTRY of this in writing and grant CproINDUSTRY a grace period, within which CproINDUSTRY is given the opportunity to perform the work properly or to remedy the situation in some other way. § 20 applies. The limits set out in § 15 apply to claims for damages or reimbursement of wasted expenditure.

§ 15 Liability

1. In all cases of contractual and non-contractual liability, CproINDUSTRY pays compensation for damages or reimburses wasted expenditure only to the extent specified below:

- (i) CproINDUSTRY are liable in full for intentional acts. For gross negligence and in the event of a defect for which CproINDUSTRY has assumed a guarantee, they are liable only to the extent of the foreseeable damage, which the breached duty or the warranty was intended to prevent.
- (ii) In other cases: only in the event of a breach of a material duty ("cardinal obligation") and up to the liability limits specified in the following subparagraph. A breach of a cardinal duty as defined in this No. 1 (ii) of this § 15 occurs when there is a breach of an obligation whose fulfilment is essential for the proper performance of the contract or whose breach jeopardises the achievement of the purpose of the contract and on the observance of which the client may reasonably rely.

2. Liability in the cases referred to in No. 1 (ii) of this § 15 is limited to EUR 200,000 per claim, and in total to a maximum of EUR 500,000 under the contract.

3. The defence of contributory negligence (e.g. under § 10) remains open. The limitations of liability set out in Nos. 1 and 2 of this § 15 do not apply in the case of liability for damages resulting from injury to life, body or health, and in the case of liability under the Product Liability Act.

4. A limitation period of one year applies to all claims against CproINDUSTRY for damages or reimbursement of wasted expenditure arising from contractual and non-contractual liability. The limitation period begins at the time specified in § 199 (1) BGB. It takes effect no later than upon the expiry of 5 years from the date on which the entitlement arose. The provisions of sentences 1 to 3 of this No. 4 of this § 15 do not apply to liability for intent or gross negligence or to liability for damages arising from the damage to life, body or health or under the Product Liability Act. The different limitation period for claims relating to material defects and defects of title (§ 14 (4) and (5)) remains unaffected by the provisions of this paragraph.

5. Where CproINDUSTRY's liability is excluded or limited, this also applies to the personal liability of CproINDUSTRY's employees, legal representatives and vicarious agents.

§ 16 Confidentiality and Data Protection

1. The parties undertake to treat all confidential information of the other party obtained prior to and in the course of the performance of the contract for an indefinite period in the same manner as they protect their own comparable confidential information, and in any event with due care. Disclosure by the receiving party to third parties is permitted only to the extent that this is necessary for the exercise of the receiving party's rights or for the performance of the contract, and these persons are essentially subject to

confidentiality obligations comparable to those set forth here. Copies of confidential information provided by one party to the other party must – to the extent that this is technically feasible – contain all notes and remarks regarding their confidential or secret nature that are contained in the original.

2. The above § 16 (1) does not apply to confidential information which

(a) was developed independently by the recipient without utilising the confidential information of the disclosing party, (b) has become generally publicly available without any breach of contract on the part of the recipient, or was lawfully and without confidentiality obligation received by a third party who is authorised to provide this confidential information, (c) was known to the recipient without restriction at the time of disclosure or (d) is exempted from the above regulations after written consent from the disclosing party.

3. Neither party may use the name of the other party without the latter's prior written consent in high-profile, promotional or similar activities. However, CproINDUSTRY and SAP are authorised to use the client's name in lists of reference customers or at quarterly investor conferences, or at times acceptable to both parties, as part of the marketing activities of SAP and/or CproINDUSTRY (including references and success stories, customer testimonials published in the press, visits to reference customers, and participation in SAPPHIRE). CproINDUSTRY and SAP may disclose information about the client to their affiliated companies for marketing and other business purposes. Insofar as this concerns the provision and use of contact details of the client's contact persons, the client will obtain any necessary consent.

4. The provisions governing the data protection obligations of the contracting parties in the context of any data processing on behalf of a client (in particular in the context of maintenance services or in the case of the rectification of defects in connection with the provision of software) are set out in the separately agreed contract on data processing for access to data in accordance with Article 28 GDPR. The client takes care to safeguard the object of the contract, in particular any source code and documentation provided to them, in order to prevent any misuse.

§ 17 End of usage rights

1. In all cases where the client's right to use the software ceases (e.g. due to withdrawal, expiry of the agreed contract term or termination), the client is obliged to cease using the contractual software and the confidential information without delay.

2. Within one month of the end of the usage period, the client must irretrievably destroy all copies of the contractual software in any form

or relinquish – at the request of CproINDUSTRY – all copies of the contractual software to CproINDUSTRY, unless retaining them for a longer period is legally required. In this case, the copies are returned or destroyed at the end of this period.

3. The client must provide CproINDUSTRY with written assurance that they and all their affiliated companies have complied with the obligations set out here in § 17.

§ 18 Additional rules for maintenance

1. In the case of lease contracts, maintenance is part of the service provision; it can only be terminated by terminating the lease contract. For software purchased under the "Purchase" contract type, CproINDUSTRY provides maintenance on the basis of a separate maintenance contract.

2. CproINDUSTRY provides the maintenance services described in the scope of work.

3. CproINDUSTRY is entitled to amend the scope of services to the maintenance and further development of the software and to technological progress. If a change in services may adversely affect the client's legitimate interests, CproINDUSTRY notifies the client of this change in services in writing or by electronic means at least three months before it takes effect and in this notification informs the client of their right of termination as set out below and the consequences of failing to exercise this right of termination. In this case, the client is entitled to terminate the maintenance contract, or, where applicable, the lease contract, with two months' notice, effective from the date on which the amendment takes effect (special right of termination). No. (9) sentence 1 to sentence 3 of this § 18 apply accordingly. If the client does not exercise their right to terminate, the maintenance will be continued with the amended scope of services.

4. CproINDUSTRY provides the maintenance services as part of the life cycle of the software and in accordance with their release strategy, which is available on SAP's online information platform, for the current version of the software as well as any older versions. Maintenance of third-party software by CproINDUSTRY may require the use of support services provided by the relevant third-party providers. If third-party providers no longer make the required support services available to CproINDUSTRY, CproINDUSTRY has a special right of termination to partially terminate the maintenance contract for the third-party software in question with a reasonable notice period, but at least three months to the end of a calendar quarter.

5. For material and legal defects of software and services provided as part of maintenance, § 14 and § 15 apply accordingly. Withdrawal from the contract is replaced by the extraordinary termination of the maintenance contract or lease contract. The subject matter of any right to a reduction is the remuneration due under the maintenance or lease contract.

6. The obligation to pay begins in the month following the delivery of the software. Remuneration is payable in advance each calendar quarter by the tenth working day of that calendar quarter.

7. Each maintenance contract is initially concluded until the end of the full calendar year following the start of the contract ("minimum term"). However, if the contract starts on 1 January of a calendar year, the minimum term of the maintenance contract is until 31 December of that calendar year. The maintenance contract is then automatically renewed for a further calendar year (renewal).

8. Maintenance contracts may be terminated in each case in writing with three months' notice to the end of a calendar year, but not before the end of the minimum term. The right to special termination or termination for cause remains reserved.

9. Maintenance always covers the client's entire software portfolio, insofar as CproINDUSTRY offers maintenance services for it. The client must always have all installations of the software for which CproINDUSTRY provides maintenance (including any subsequent purchases or software acquired as part of maintenance) maintained by CproINDUSTRY or terminate the maintenance contract in its entirety. This provision also covers software that the client has obtained from third parties and for which CproINDUSTRY provides maintenance. Additional purchases oblige the client to extend the maintenance service on the basis of separate maintenance contracts with CproINDUSTRY.

10. Termination for cause must be in writing to be valid. The rules on granting extensions in § 20 apply accordingly. CproINDUSTRY reserves the right to terminate the contract for cause, in particular in the event of repeated or gross breaches of material contractual obligations (e.g. § 6 to § 10, § 13 or § 16). In this case, CproINDUSTRY retains the right to the remuneration accrued up to the date of termination and may claim lump-sum damages in the amount of 60 per cent of the remuneration due up to the earliest date on which the client could have terminated the contract with due notice. The client reserves the right to prove that CproINDUSTRY has incurred lower damages.

11. If the client does not order maintenance immediately upon delivery of the software, they must, in order to bring the maintenance up to the current software version in the event of a later start of maintenance, pay the maintenance fees in arrears that they would have been required to pay according to the LPC had maintenance been agreed upon delivery. The back payment is due immediately and in full. This applies accordingly in the event of cancellation and subsequent reactivation of the maintenance. The options for changing the maintenance model are set out in the currently applicable LPC.

12. CproINDUSTRY may adjust the remuneration for maintenance in each case with a notice period of two months to be effective on 1 January of a calendar year by means of a written adjustment declaration provided to the

client, at their discretion and adhering to the following principles:

- (i) Cpro INDUSTRY may adjust the remuneration only to the extent to which the index referred to below under (ii) has changed ("adjustment limit"). If this is the first remuneration adjustment, the index trend between the index level published at the time the contract was concluded and the index level last published at the time the adjustment notice was issued is decisive for the scope of the adjustment. If a remuneration adjustment has already taken place previously, the adjustment limit is defined by the change in the index between the index level last published at the time of the previous adjustment declaration and the index level at the time of the new adjustment declaration.
- (ii) To determine the adjustment limit, the index of average gross monthly earnings of full-time employees in Germany for the economic sector 'Provision of information technology services' (currently published in quarterly figures by the Federal Statistical Office in Specialist Series 16, Series 2.4, Group J 62) must be used. Should this index cease to be published, the index published by the Federal Statistical Office that most accurately reflects the trend in average gross monthly earnings in the aforementioned economic sector must be used to determine the adjustment limit.
- (iii) If the client does not terminate the maintenance contract to the end of the calendar year within two weeks of receiving the adjustment declaration (special right of termination), the new remuneration is deemed to have been agreed. Cpro INDUSTRY refers to this in the adjustment declaration. The provisions in (9), sentences 1 to 3 of this § 18 apply accordingly.

13. These GTC may be amended in accordance with the following provisions in relation to maintenance contracts, provided that such amendments do not affect the balance of rights and obligations between the parties and the amendment is reasonable for the client. Cpro INDUSTRY will notify the client in writing of the amendment to the GTC. If the client does not object to the amendment in writing to Cpro INDUSTRY within four weeks of receiving the notification, the amendment is deemed to have been approved and, from that point onwards, the amended version of the GTC applies to any maintenance contracts in place between Cpro INDUSTRY and the client. Cpro INDUSTRY will expressly draw the client's attention to this consequence when notifying them of the amendment.

§ 19 Additional rules for software leasing

1. The terms of payment for software leasing are determined in accordance with the lease contract. Unless otherwise specified there, payment is due quarterly in advance and the obligation to pay commences upon conclusion of the contract.
2. Cpro INDUSTRY may adjust the remuneration for lease contracts in accordance with § 18 (12).
3. Lease contracts may be terminated in writing with a three-month notice period to the end of a calendar quarter, but not before the end of the minimum term. § 18 (9) sentences 1 to 3 as well as (10) apply to lease contracts accordingly. The right to special termination and termination for cause remains reserved.
4. § 18 (5) applies accordingly to liability for material defects and defects of title in the software. Liability without fault for defects already present at the time of contract conclusion in accordance with § 536 a (1) BGB is excluded.
5. For changes to the GTC, § 18 (13) applies accordingly.

§ 20 Contractual obligation

Any time limits set by the client under the law or a contract must – except in urgent cases – be at least ten working days. Cpro INDUSTRY may, upon expiry of a period set in accordance with sentence 1, demand that the client exercise any rights to terminate the contract (e.g. by withdrawal, termination or damages in lieu of performance) or to reduce the remuneration within two weeks of receipt of the request.

§ 21 Final provisions

1. Any other services not expressly included in the scope of the purchase, leasing or maintenance contracts must be agreed separately.
2. The software is subject to the export control laws of various countries, in particular the laws of the United States of America and the Federal Republic of Germany. The client undertakes not to provide the contractual software to a government authority for the purpose of examining a possible granting of rights of use or for any other official approval without the prior written consent of Cpro INDUSTRY, and not to export it to countries or to natural or legal persons subject to export bans under the relevant export laws. Furthermore, the client is responsible for complying with all applicable legal regulations in the country where the client's head office is located, and in other countries, in relation to the use of the contractual software by the client and their

affiliated companies.

3. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract is Hamburg, provided that the client is a merchant, a legal entity under public law or a special fund under public law.

4. German law applies exclusively; the UN Convention on Contracts for the International Sale of Goods shall be excluded.

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Cpro Industry Projects & Solutions GmbH
Osterbekstraße 90c
D-22083 Hamburg
Phone 040-6965 850-0
Fax 040-6965 850-99