

General Terms and Conditions of Contract for Services including Maintenance and Support (GTC of Services) of Interflex Datensysteme GmbH

1. Subject Matter and Scope

1.1. Interflex Datensysteme GmbH (hereinafter referred to as "**Interflex**") shall provide, in accordance with a concluded Maintenance Agreement and these General Terms and Conditions for Services including Maintenance and Support (hereinafter referred to as "**GTC of Service**") for the customer's systems listed in the configuration sheets, consisting of hardware products including firmware (hereinafter referred to as "**Hardware**") and software products (hereinafter referred to as "**Software**"), the maintenance or support services specified in detail in the service description according to the attachment (hereinafter referred to as "**Services**" or "**Service**"). Performance specifications and configuration sheets are essential contractual elements.

1.2. These GTC of Service shall apply only to entrepreneurs within the meaning of § 14 of BGB (German Civil Code) provided that the contract is entered into by way of performance of their commercial or independent professional capacity. These GTC of Service shall also apply to legal entities of public law and public law special entities within the meaning of § 310 Section 1 of BGB (German Civil Code). The General Terms and Conditions of Interflex (hereinafter called **GTC**) may apply in addition. Should provisions of the maintenance contract, the configuration sheets, the service description, these service GTC or the GTC contradict each other, the following order of precedence shall apply

- 1) Maintenance Agreement with Configuration Sheets;
- 2) Description of Services;
- 3) GTC of Service;
- 4) GTC

1.3. The Configuration Sheets contain a detailed description of the Hardware and Software to be maintained, of the maintenance and support fees (hereinafter, "**Fees**") to be paid, and of the method of payment agreed upon. The configuration sheets will be newly issued or modified or amended after each change in the hardware and software to be maintained (See no. 2.4).

1.4. Interflex will continue to further develop and maintain the internally developed and/or produced software (including firmware) on an ongoing basis until the support is discontinued, such discontinuation to be announced by Interflex in advance ("**Discontinuation Notice**"). The state of development of the Interflex software can be gathered from the version number. (Example: The first three numbers of the version designation 1.23.456 refer to the version, in this case: 1.23, and the last three numbers to the release, in this case: 456. In the case of the designation V8R2, V8 refers to the version 8 and R2 to the release 2).

1.5. Interflex will always maintain the current version and the two preceding versions of any software product produced and/or developed by Interflex itself. It is also possible to purchase long-term maintenance for a fee by means of a separate contract. New performance features will be incorporated into a new version with a higher version number (hereinafter called "**Upgrade**"). Removals of defects and improvements of existing performance features lead to new releases within the current version (hereinafter referred to as "**Update**").

1.6. For the further development and maintenance of software from other manufacturers (third-party software) the relevant standards of the respective manufacturer shall apply. Insofar as third-party software is covered by the maintenance agreement, Interflex shall endeavor to pass on to the customer new version statuses which Interflex receives from the manufacturer for passing on to end customers. For the use of third-party software, the applicable license terms of the respective manufacturer shall apply.

1.7. Contrary, supplemental or divergent conditions of the customer that deviate from the Maintenance Agreement, the configuration sheets, the performance description, these GTC of Service or the GTC are not subject matter of the agreement, unless Interflex has given its express consent to their application in writing. This shall also apply if Interflex performs services without reservation in knowledge of the customer's conflicting, additional or deviating terms and conditions. This in no way affects the rights to which Interflex is entitled in accordance with the statutory provisions or other arrangements exceeding the Maintenance Agreement, the configuration sheets, the performance description, these GTC of Service.

1.8. Interflex is authorized to change these GTC of Service subsequently. The changes are only deemed agreed upon if Interflex notifies the customer of the changes to the GTC of Service in writing and the customer approves the amended GTC of Service. The amended GTC of Service shall also be deemed approved if the customer does not object to the amended GTC of Service within a period of four (4) weeks after receipt of the amended GTC of Service and Interflex has separately informed the customer of the significance of this conduct prior to the commencement of the period.

2. Requirements for the Provision of Services by Interflex

2.1. Interflex shall only be obligated to provide services if the prerequisites to be ensured by the customer are fulfilled, in particular:

2.1.1. General Information:

- The Hardware and Software of the system to be maintained are attended to on the part of the customer by highly-qualified staff that has been trained by Interflex;
- The Hardware and Software are in compliance with the then current specifications, as issued by Interflex from time to time.

2.1.2. Hardware:

- The environmental conditions are in compliance with the specifications in the product description;
- The Hardware was properly installed and is used according to the specification;
- Used parts are included in Maintenance only after an initial inspection and approval by the staff of Interflex.

2.1.3. Software:

- The customer is in possession of a valid license for the Software contained in the system to be maintained;
- The system requirements and the environmental requirements set forth in the relevant product descriptions are met;
- The customer uses a Software version that is still maintained by Interflex or by the respective manufacturer (see No. 1.5), and the Hardware necessary for this Software according to the product description is available (Hardware upgrades, if any, that become necessary due to the introduction of new Software are subject to supplementary fees).

2.2. For the provision of services in relation with the proper interaction of the hardware and software covered by the Maintenance Agreement with other products of third-party manufacturers that are not directly covered by the Maintenance Agreement, the customer must ensure that the necessary assistance, both by the customer and by the third-party manufacturer, is provided at no cost to Interflex.

2.3. If the customer should wish after entering into the Maintenance Agreement to include additional Hardware and/or Software subsequently into the existing Maintenance Agreement by way of contractual amendment, Interflex may carry out an initial inspection. During this initial inspection, Interflex will verify whether the requirements pursuant to Para. 2.1 are satisfied. This verification does not release the customer from its duty to ensure compliance with the requirements. The initial inspection as well as services which Interflex may have to provide on the basis of the same in order to bring the hardware and software into compliance with the Interflex specifications valid at that time shall be provided by Interflex in accordance with these GTC of Service and in addition to the GTC of Service of Interflex and shall be invoiced separately to the customer in accordance with the price list of Interflex valid at that time.

2.4. For maintenance and upkeep services for hardware and software products of other manufacturers, Interflex is entitled to additionally resort to the support organization of the respective manufacturer and external service providers.

3. Services Rendered by Interflex

3.1. The services to be provided by Interflex depend on the service components chosen in the Maintenance Agreement. These service components are defined in the Description of Services.

3.2. Insofar as the provision of services is agreed upon in the maintenance agreement, which are not part of the selected service components according to the service description, Interflex shall provide these services at the respective agreed upon prices according to the conditions of these GTC of Service and supplementary to the GTC of Interflex.

3.3. Interflex may use highly-qualified external staff and subcontractors for the provision of the services.

4. Delimitation: Excluded Services

4.1. The following services are not included in the scope of services; consequently, Interflex is under no obligation to provide such services:

- 4.1.1. Elimination of malfunctions and damages which are due to improper use of the system or to other influences for which Interflex is not responsible and which do not have their cause in the functioning of the system to be serviced itself, especially malfunctions and damages which are due to force majeure, improper influence of third parties (also by third party service providers used by the customer and not authorized by Interflex) or third party systems (which are not listed in the configuration sheet), operating errors, non-observance of user instructions and the generally accepted operating guidelines of EDP devices;
 - 4.1.2. Repairs or increased expenditures resulting from failure to use original accessories, or from the removal of series numbers and/or other identifications;
 - 4.1.3. Repairs or modifications to systems, networks and equipment provided by the customer.
 - 4.1.4. Adaptation of the Software in the event of modifications of the system platform described in the Description of Services or in the configuration sheets and all work that is related to the modification or to an adaptation to another system platform;
 - 4.1.5. Services with respect to Hardware and/or Software which the customer has not used in accordance with the specification and documentation;
 - 4.1.6. Installation of new Software versions and necessary adaptations of the customer's system environment;
 - 4.1.7. Services outside the operating and response times defined in the Description of Services;
 - 4.1.8. Removal of failures and defects having occurred as a consequence of parameterization and programming activities on the part of the customer;
 - 4.1.9. Removal of failures and defects that have been caused by non-compliance with the requirements under No. 2.1 or by a violation of the customer's duties to assist pursuant to No. 5 ;
 - 4.1.10. Removal of failures and defects that could have been prevented if directions and instructions, as contained in the product descriptions of the used products or as issued by Interflex to the customer in another manner, especially within the framework of the Maintenance Agreement, had been complied with;
 - 4.1.11. Services with regard to Hardware or Software that was modified by the customer or a third party without the prior written consent of Interflex;
 - 4.1.12. Removal of failures and defects that are not related to the system to be maintained, as described in the Configuration Sheets.
- 4.2. Additionally, the scope of performance does not include advisory services and other services that are related to the services mentioned under No. 4.1.
- 4.3. Services not included in the scope of services shall be provided by Interflex in accordance with the terms of these GTC of Service and in addition to the GTC of Service of Interflex against separate remuneration, provided this has been agreed upon in writing.

5. Customer's Obligations to Cooperate

- 5.1. The customer shall provide Interflex with the information and special equipment (e.g. high ladders, lift trucks, lifting platform to reach the systems to be serviced) required for the performance of the contractual services in a timely manner and free of charge, and shall grant sufficient access to hardware and software during normal business hours. The customer shall grant Interflex employees access to the necessary premises and access to the systems to be serviced during normal business hours or otherwise agreed times. Failure to grant Interflex such access or to grant the same during the agreed-upon times or to the required extent shall entitle Interflex to bill the customer separately for any expenses incurred by us in vain or additionally, unless the customer cannot be held responsible for the failure to safeguard or improper safeguarding of access.
- 5.2. The customer designates a responsible system manager and a deputy manager, who shall be authorized in relation to Interflex to furnish and receive binding information and who will make all decisions in connection with the services. The customer shall ensure that any personnel required by the customer would be at their disposal duly.
- 5.3. For reasons of security, an experienced staff member of the customer must be present at the place of installation during the provision of the Maintenance Services by Interflex and must ensure

compliance with the company security regulations. The customer's security regulations, if any, must be delivered to Interflex in writing with the placement of the order, at the latest before the work is carried out.

- 5.4. Before Interflex renders the Maintenance Services, the customer must carry out itself all tasks not covered by the scope of the Maintenance Agreement and specified as "to be carried out by the customer" in the Maintenance Agreement.
- 5.5. At the request of Interflex, the customer will make available at no cost a lockable cabinet or other suitable storage facilities in the immediate vicinity of the place of installation of the Hardware and Software to be maintained for the storage of documents, material (e.g., replacement parts), and auxiliary devices which Interflex needs to provide the Maintenance Services.
- 5.6. The customer shall ensure the possibility of remote access by Interflex to the system to be serviced to the extent necessary for the provision of the services.
- 5.7. Changes in the location of Hardware and other modifications of the system to be maintained (e.g., change of the operating system) must be timely coordinated with Interflex. In this case, Interflex may refuse to continue Maintenance for good cause. In case of continuation of Maintenance, Interflex will compile accordingly modified configuration sheets. Additional costs arising in the performance of the Maintenance Services as a consequence of such changes are to be borne by the customer.
- 5.8. The customer is under obligation to make data and program backups in machine-readable format at regular intervals, at least once a day, and to ensure by doing so that the data and programs can be restored at a reasonable cost. The data backup is to be carried out according to the specifications of Interflex or of the respective manufacturer or, in the absence of such specifications, according to the generally acknowledged principles of secure data processing. Before Interflex begins to work on the customer's systems, the customer must have a current data backup available in any case.

6. Fees

- 6.1. The amount and billing interval (monthly, semi-annual, or annual) of the Fees are set forth in the Maintenance Agreement and the configuration sheets.
- 6.2. In the event of an increase in Fees as a consequence of a change agreed in writing to the scope of the Maintenance Services or because additional service components have been chosen, the amount of the increase will be charged for the remainder of the current billing interval pro rata temporis. For this purpose, the Fee for a calendar day will be fixed – depending on the agreed billing interval – at 1/30 of the monthly Fee, 1/180 of the semi-annual Fee, or 1/360 of the annual Fee. The invoicing for extra payments to be made by the customer shall take place during the following month after implementation of the agreed upon change.
- 6.3. Interflex may increase the Fees according to the following rules as a consequence of circumstances other than those mentioned under No. 6.2 especially to compensate increases in wages and other costs.
 - 6.3.1. Interflex is entitled to increase the service fees after expiry of a price fixing arrangement set forth in the Maintenance Agreement or in the configuration sheets either on January 1 or July 1 of a given year.
 - 6.3.2. Interflex will notify the customer at least three months in advance of any increase in Fees in writing (e-mail is sufficient). However, an increase will take effect no earlier than at the end of the twelfth month following the effective date of the Maintenance Agreement or since the last increase in Fees.
 - 6.3.3. If Interflex announces an increase in Fees, the customer has a special termination right in respect of the Maintenance Agreement – such right to be exercised with two months' prior notice with effect as of the date on which the announced increase in Fees takes effect – but only if the increase in Fees exceeds the increase, as expressed in percent, in the official consumer price index for Germany since the last increase in Fees by more than two percentage points.
 - 6.3.4. If the customer fails to make use of his special right to terminate the Agreement, the increase in Fees shall take effect on the announced date. Interflex shall inform the customer of this circumstance and his special right of termination in the letter of notification.

6.4. In addition to the Fees stipulated in the Maintenance Agreement and in the configuration sheets, the statutory VAT at the rate applicable at the time must be paid.

7. Terms of Payment

7.1. Unless otherwise agreed in the Maintenance Agreement and in the configuration sheets, Fees and individual invoices for additional services rendered in connection with the Maintenance Agreement are payable net immediately upon receipt of the invoice.

7.2. The customer shall only be entitled to offset claims that are undisputed or have been established as final and non-appealable. The customer may exercise a right of retention only to the extent that the customer's counter-claim is based on the same contractual relationship. The customer has no retention right because of partial performances pursuant to § 320 Para. 2 of BGB.

7.3. Delay in payment entitles Interflex to discontinue contractual arrangements for the period of delay and only to resume services after payment has been made or the demanded security has been furnished. During a default in payment on the part of the customer, Interflex is entitled to charge interest at the statutory for the duration of the default in payment. The right to assert more extensive claims, especially damage compensation, remains unaffected.

7.4. The payment will be deemed received on the day on which the amount is made available to Interflex or on which it is credited to the bank account of Interflex in terms of value.

8. Claims based on Defects of Services

8.1. Interflex provides all Services in accordance with methods and procedures that come as close as possible to the current state of technology while taking into account economic efficiency.

8.2. If the services represent work performance (Werkleistungen) and exhibit deficiencies, which the customer was not aware of at the time of acceptance or it had reserved its rights in connection with the deficiencies at the time of the acceptance, the customer is still entitled to supplementary performance within a suitable period set by the customer. Interflex shall decide on the type of supplementary performance (correction of deficiency or new production).

8.3. Insofar as Interflex is not willing or able to provide supplementary performance, or if supplementary performance is not successful even in the second attempt, or if supplementary performance is unreasonable for the Customer, the Customer may, at his discretion and without prejudice to any claims for damages and reimbursement of expenses according to No. 9, demand a reduction, i.e. a reduction of the agreed fees for the relevant period or of the additional remuneration agreed for the defective service on the basis of a separate order, or - insofar as the breach of duty is not merely insignificant - terminate the maintenance contract.

8.4. Interflex may refuse subsequent performance until the customer has paid to Interflex the Fees or the agreed remuneration less such part as corresponds to the economic importance of the deficiency.

8.5. The statutory period of limitation for deficiency claims on part of the customer is one (1) year. Shortening the statutory period of limitations to one (1) year also applies to claims arising in connection with unauthorized acts, which are based on a deficiency in the object of delivery or performance. Shortening the statutory period of limitations does not apply to Interflex' unlimited liability for damages resulting from breach of warranty or injury to life, limb or health, for intent and gross negligence and for product defects or if Interflex has assumed a procurement risk.

8.6. If the services represent work performance (Werkleistungen) and (a) there is a deficiency in a structure or (b) it involved a work, the success of which in the provision of planning and monitoring services is significant for a structure, then the statutory period of limitation is five (5) years.

9. Liability

9.1. Interflex is liable under the statutory provisions if the customer asserts claims for damages or reimbursement of expenses resulting from intent or gross negligence or non-compliance with warranties given (including the assumption of a procurement risk) and in cases of injury to life, limb or health.

9.2. In the case of slight negligence, Interflex is only liable otherwise for the breach of a major contractual obligation. Major contractual obligations are such that arise in connection with the nature of the contract and are particularly important for fulfilling the contractual purpose. In case of violation of major contractual obligations by way of slight negligence, Interflex's liability is limited to foreseeable damage that typically occurs, however no more than EUR 500,000 per damage event.

9.3. In the event of a loss of data, Interflex is liable at maximum for the expenditure that is required for reconstruction if the customer has made adequate data backups according to Para. 5.8.

9.4. Any liability for damage or expense compensation beyond that stipulated in these GTC shall be excluded regardless of the legal nature of the claim asserted. This in no way affects mandatory liability for product defects.

9.5. If the liability on the part of Interflex is excluded or limited according to the present GTC of Service, this equally applies to the liability of the corporate bodies of Interflex and of persons employed by Interflex in the performance of its obligations and of vicarious agents of Interflex, in particular, staff members.

10. Rights in Hardware and Software

10.1. Exchanged Hardware parts become the property of Interflex with their removal.

10.2. All replacement parts, Hardware and Software products (diagnosis and support programs etc.), and other auxiliary devices (e.g., tools or test systems) that are not integrated into the customer's system and are used by Interflex for the provision of the services and/or are stored at the customer's place remain the property of Interflex and may be used solely by Interflex and its agents. All these items must be returned to Interflex without delay upon request, which may be made at any time, at the latest, however, with the termination of the Maintenance Agreement. The customer has no right of retention in respect of these items.

10.3. Software products mentioned under No. 10.2 and the related documentation may neither be copied nor be passed on or made available to third parties by the customer.

10.4. Unless expressly provided otherwise in these GTC of Service or in the Description of Services, the performance of the Maintenance Agreement does not include the grant of any rights or licenses whatsoever in or for any patent, copyright, business secret, trademark, or semi-conductor topography or any other intellectual property right owned by Interflex.

11. Security Regulations of the Customer, Observance of Statutory Requirements, Data Protection

11.1. The operating system software contains various possibilities for ensuring system security. The customer is responsible for their use. Every change in the operating system must be coordinated with Interflex in good time in advance.

11.2. The operating of transnational networks may be subject to the legal rules of various countries, in particular, rules concerning cross-border data traffic. Ensuring compliance with the applicable provisions is exclusively the customer's responsibility.

11.3. Interflex and the customer are obligated to observe the statutory provisions concerning data privacy protection when carrying out the Maintenance Agreement and to impose the obligation to comply with these provisions on their staff. Interflex and the customer are obligated to furnish their respective data protection officers upon request with evidence of compliance with this obligation, such evidence to be in the form required pursuant to the statutory provisions.

11.4. Insofar as Interflex processes personal data within the scope of the maintenance contract, for which the Customer is the data controller within the meaning of Art. 4 No. 7 of the EU General Data Protection Regulation (GDPR), the parties shall conclude a separate agreement on commissioned processing pursuant to Art. 28 Par. 3 GDPR (DPA). A sample DPA (data processing agreement), which also outlines the technical and organizational measures guaranteed by Interflex, can be found at <https://www.interflex.de/de/footer/agb.html>.

12. Protection of Confidential Information, Business Secrets

12.1. Each contractual party shall treat any and all non-public information and business secrets of the other party it becomes aware of within the framework of the business relationship as confidential and use same only for the purposes of the respective contract. The recipient shall not make such business secrets and confidential information available to any third party and shall only permit employees to access such business secrets and confidential information only to the extent necessary for the purpose of the respective contract. In particular, objects that embody business secrets are also subject to the confidentiality obligation.

12.2. Business secrets include information that neither as a whole nor in the exact arrangement and composition of its components is generally known or readily accessible to persons in circles who typically deal with this type of information and thus is of economic

value and which is subject of the circumstances according to suitable confidentiality measures by its rightful owner and for whom there is a legitimate interest in confidentiality, in particular technical information (e.g. methods, procedures, formulas, technologies and inventions) as well as commercial information (e.g. price and financial data and sources of supply) and all information that is designated as confidential or secret or recognizable as a business secret on the basis of other circumstances.

- 12.3. The obligation under Para. 12.1 shall not apply to such technical or business information that the recipient was already aware of before it obtained such from the other party, or to information that becomes part of the public domain without breach of this obligation, or that has been released for publication in written form by the other party.
- 12.4. If public authorities demand that Interflex or the customer provide information and such information concerns confidential information of the respective other party, such other party must be notified in writing without delay as far as legally permissible and if possible before the relevant information is disclosed.
- 12.5. The parties shall ensure by way of forming appropriate contractual agreements with his/her employees, representatives and other agents that the latter are subject to the corresponding confidentiality obligations and the protected information is used only for the purpose of implementing the business relation.
- 12.6. The confidentiality obligation pursuant to this Para. 16 shall survive the expiration of the respective contract for a period of three (3) years. Every contractual party is obligated to return, delete and/or destroy all files and documents containing confidential information of the respective other party upon request and at the discretion of the other party.

13. Contractual Period

- 13.1. Maintenance Agreement takes effect upon signing by the customer and counter-signing by Interflex.
- 13.2. The Maintenance Agreement has a minimum term of twelve (12) months; thereafter, it may be terminated by either party with three (3) months' prior notice with effect as of the end of a calendar year. The parties are free to terminate the contract by mutual agreement at any time, in particular if the parties agree on the conclusion of a new maintenance agreement covering services reflecting the new state of the art.
- 13.3. If there is a change in the scope of Maintenance as a consequence of a non-temporary exchange or discontinuation of individual components of the systems to be maintained on the part of the customer, the Maintenance Agreement may be terminated by the customer with regard to the discontinued or exchanged components subject to observance of a notice period of six calendar weeks with effect as of the end of the next following calendar quarter, however no earlier than with effect as of the end of the respective calendar quarter, which follows the end of the twelfth month following the Maintenance Agreement's entry into force and per year of the agreement, at maximum to an extent corresponding to 30% of the annual net Maintenance Fees. If the terminated part accounts for more than 10% of the annual net maintenance fees, Interflex shall have the right to terminate the maintenance agreement as a whole with four weeks' notice to the end of the relevant calendar quarter or to propose a corresponding fee adjustment.
- 13.4. Interflex may terminate the maintenance agreement after prior warning at any time and without prejudice to any other rights by giving 30 days' notice if:
- The systems that are covered by the agreement have been maintained or repaired by persons not authorized by Interflex, or if there have been other, comparable interferences with the systems;
 - The services to be provided by Interflex are significantly impaired through changes, improper handling, or the installation of products of other manufacturers at the customer's initiative;
 - The location of Hardware not specified by Interflex in the Maintenance Agreement as "installable by the customer itself" has been changed without the prior written consent of Interflex;
 - The Software is or has been used, copied, made available or passed on to third parties in violation of the license conditions, or in any other unauthorized manner; or;
 - The measures taken after a written request for payment following a default in payment have been to no avail and an agreement on the provision of security has not been reached.
- 13.5. The right of both parties to terminate without notice in the event of a particularly gross violation of the agreement remains unaffected.

13.6. Any notice under this agreement shall be given in writing.

14. Final Provisions

- 14.1. The provisions in the Maintenance Agreement, the configuration sheets, the Description of Services, these GTC of Service, and – additionally – the GTC constitute a conclusive and exhaustive set of rules for the services described therein and supersede all prior arrangements/agreements in this respect.
- 14.2. All subagreements and changes to this agreement require written form. This also applies to the amendment or cancellation of the requirement for written form.
- 14.3. Should any individual provision or any part of any provision of the Maintenance Agreement, the configuration sheets, the Description of Services, these GTC of Service be or become void or unenforceable in part or fully or if a loophole is determined in the aforementioned contractual documents, the validity of the Agreement as a whole or the remaining provisions is in no way affected. The contracting parties are under obligation to replace the invalid or unenforceable provision with such valid provision as comes closest to the economic spirit and purpose of the invalid provision. In case of a loophole, such provision is deemed as agreed upon that comes as close as possible to the sense, spirit and purpose of the Agreement as desired or would have been desired, if the contracting parties had considered the matter in the beginning.
- 14.4. In the event of a partial or full transfer of the business operations of Interflex, Interflex may assign its rights and obligations under the Maintenance Agreement to a third party, such assignment to be notified to the customer six weeks in advance and to take effect at the end of a calendar quarter.
- 14.5. The legal relation between the customer and Interflex is subject to the laws of the Federal Republic of Germany with exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 14.6. For disputes arising from the business relationship between the customer and Interflex, Stuttgart shall be agreed upon as the exclusive place of jurisdiction if the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a public special fund. However, Interflex may sue the customer also at the customer's general place of jurisdiction and at every other admissible place of jurisdiction.

Annex to Maintenance Agreement

No.:

Description of Services

1. Scope

1.1. These Terms of Service shall apply in addition to the Maintenance Agreement and the General Terms of Contract for Services including Maintenance and Support ("**Service GTC**") for the hardware (including firmware) and software specified in the configuration sheets.

1.2. The service components defined below that are owed as maintenance services by Interflex are determined by the maintenance contract in connection with the configuration sheets.

2. Maintenance of Software

2.1. Removal of Defects

2.1.1. The following service components No. 2.2 and 2.3 each include the elimination of reproducible errors in a version still maintained by Interflex (see No. 1.4 Service GTC of Service) of the software listed in the configuration sheets. A defect is deemed to exist if the Software (i) does not fulfill the functions stated in the product description in force at the time of conclusion of the agreement, (ii) furnishes incorrect results (iii) interrupts its functions in an uncontrolled manner, or (iv) or does not work in any other way pursuant to its specification, provided that its use by the customer is thereby impeded or materially restricted, and such impediment or restriction can be reproduced at Interflex.

2.1.2. Interflex may remove defects by furnishing Updates or Upgrades (see No. 1.5 of the GTC of Service) with at least the same functions. If these Updates or Upgrades require more powerful Hardware and/or a more recent version of the operating system, these must be provided by the customer at its own expense in a state ready for operation.

2.1.3. In order for Interflex to be able to make a remote diagnosis as to the existence of a defect, the customer provides Interflex with remote access – as defined under Para. 2.3 below – to its systems.

2.2. Software Telephone Hotline

2.2.1. The "**Software Telephone Hotline**" service component comprises the following services and is part of the software maintenance:

- Telephone advice on questions concerning functions, operating, and documentation;
- Telephone support with the analysis of problems and defects; and
- Removal of defects and problems if this can be done by telephone.

2.2.2. The customer will be granted a person-based authorization to use the telephone support of Interflex. The customer may specify a maximum of three of its staff members who may use the telephone hotline service. These staff members must have been trained by Interflex.

2.2.3. The telephone hotline is available to the authorized persons of the customer during the contact hours set forth under No.5.1, at the telephone number specified by Interflex.

2.3. Remote access

2.3.1. Support, error analysis and troubleshooting is provided, primarily via remote access. For this purpose, the customer grants Interflex the according remote access to its systems and advises Interflex of the necessary configurations and technical requirements in this respect.

3. Software Updates

3.1. Update services

3.1.1. Within the scope of a software maintenance agreement, Interflex will provide the customer with an update (see No. 1.4 Service GTC of Service) for still maintained software versions (see No. 1.5 Service GTC of Service) usually at least once a year, as well as the associated documentation on machine-readable data media in object code format, by e-mail or as a download from the Interflex service center for self-installation.

3.1.2. Interflex grants the customer a non-exclusive right of use in respect of the Updates according to the provisions in the General Software License Conditions of Interflex. The warranty and liability for updates shall be governed by the GTC of Service and, in addition, by the General Terms and Conditions of Interflex.

3.1.3. Within the framework of the Updates, the customer acquires no rights whatsoever to or in Upgrades (see No. 1.5 of the GTC of Service) created by Interflex, unless otherwise provided for in the

Maintenance Agreement. Interflex will offer the customer Upgrades for sale for additional remuneration.

4. Maintenance of Hardware

4.1. Hardware maintenance with replacement device

4.1.1. Interflex will keep the Hardware and firmware in good working order and will remedy failures, if any. This does not include wearing parts whose serviceability is reduced or lost through wear in use; the customer will be invoiced separately for the exchange of such parts.

4.1.2. Interflex will decide whether defective parts are to be repaired or replaced in the particular case. In this context, the customer has no claim to the use of new parts; Interflex may, at its choice, use used parts of equivalent functional value from its repair pool instead of new parts.

4.1.3. Interflex will remove defects of the firmware without charging additional fees. If more powerful Hardware is required for an Update of the firmware, the extension of the Hardware must be paid for additionally.

4.1.4. If necessary during the search for or removal of a defect to ensure the serviceability of the system, Interflex will lend the customer a corresponding substitute device for the duration of the removal of, or search for, the defect.

4.1.5. If the inspection by Interflex shows that the repair is a service not comprised in the Maintenance Services to be provided under the Maintenance Agreement pursuant to No. 4 of the GTC of Service, Interflex will carry out such repair for additional remuneration only. At the customer's request, Interflex will prepare a cost estimate for the repair. If the expected repair costs exceed 70% of the value of a replacement device, Interflex is entitled to refuse the repair and to offer the customer a new device for sale.

4.2. Hardware (repairs only)

4.2.1. All services according to Nos. 4.1.1 to 4.1.3 (service component "**Maintenance of Hardware with Substitute Device**") are included.

4.2.2. If a repair at the customer's place is not possible, Interflex will take the device away for repair and will send it to the repair center of Interflex. After the device has been repaired, it will be sent back to the customer. If staff of Interflex must be assigned to the customer's place to place the repaired device into operation again, Interflex will invoice the customer additionally for the assignment of such staff according to the applicable Interflex price list.

4.2.3. If staff of Interflex is required to be present at the customer's site for the exchange of firmware, Interflex will invoice the customer additionally for the assignment of such staff according to the applicable Interflex price list.

4.2.4. The regulations in No. 4.1.5 will be applied accordingly.

5. Contact Hours and Response Times

5.1. For the "**Software Telephone Hotline**" service component pursuant to No. 2.2, the following contact hours and response times are applicable.

5.1.1. The standard contact hours of the User Help Desk are from 8:00 a.m. to 6:00 p.m. on working days (except for public holidays at the Interflex User Help Desk headquarters) from Monday to Friday. The customer can request for individual products extended contact hours against payment of additional fees; a separate arrangement must be made in this regard in the Maintenance Agreement.

5.1.2. The standard response time after receiving a failure report via the telephone hotline is -

4 hours

The response time only applies during the hotline's contact hours pursuant to No. 5.1.1.

5.1.3. The response time is the time in which a highly-qualified staff member of Interflex actively attends to the reported failure and initiates the removal of the failure by telephone, email, remote access, or through an assignment to the customer's place.