ILC GmbH
Software Maintenance Terms and Conditions

Section 1 Object and Content of the Agreement
1.
The object of these Software Maintenance Terms and Conditions is the maintenance of ILC's Standard Software described in more detail in ILC's offer (the "Software) with the scope of services specified in Sections 2 and 3. ILC provides the services for the latest version of the Software. The Client will be informed about the maintenance of older Software versions or their termination in the Release Notes, which the Clients can access regularly in the ILC ticket system. If maintenance with regard to the Software versions mentioned in the release notes is terminated, it will also be announced in the ILC Release Notes within an appropriate period of notice.

2.
ILC's offer and the Client's acceptance of the offer (= each an ""Idividual Agreement") as well as the following Software maintenance terms and conditions apply exclusively to the execution of the Software maintenance. Any terms and conditions stipulated by Clients (e.g. terms and conditions of delivery or payment in a Client Purchase Order) will not become part of the agreement even if ILC does not expressly object.

3.
Amendments and supplements to the Individual Agreement and the Terms and Conditions of the Software Maintenance must be made in writing to be effective, unless expressly stated otherwise below; this also applies to any waiver of the requirement for the written form.

4.
If the Client acquires further rights of use/licences to ILC's standard Software, ILC reserves the right to include the relevant Software maintenance in this Agreement and to adjust remuneration accordingly.

5.
Maintenance will commence with the installation of the Software at the Client's premises.

6.
Any representations in test programs, product descriptions, requirements specifications, etc. do not constitute warranties. Warranties require express written confirmation by ILC.

7.
ILC is entitled to change the Software Maintenance Terms and Conditions with a notice period of 60 days. The Client is entitled to terminate the agreement within 60 days after receipt of the amended Software Maintenance Terms and Conditions as of the next end of the quarter. If the Client does not terminate the Agreement, the new Software Maintenance Terms will apply as of the date specified in the notice. In the event of termination, ILC will refund any remuneration already paid for a period of time exceeding the date of termination; no further rights exist.

Section 2 Error Messages and Response Times; Error Handling
1.
ILC accepts error messages from the Client via the ILC ticket system:
Error messages will be processed by ILC during the following working hours:

Monday – Thursday 9:00 a.m. to 5:00 p.m. and Friday 9:00 a.m. to 4:00 p.m. with the exception of public holidays at ILC's headquarters.

Outside these times, problems can also be reported via the ILC ticket system, but will only be processed during the working hours mentioned above. Response time to any reports of faults is a maximum of 24 hours during normal working hours.

2.
The proper processing of error messages requires that they are submitted exclusively by a technically competent key user or system administrator of the Client and that they are provided with a detailed error description in accordance with Section 9 Para. 9. A further prerequisite is that the error can be reproduced.

3.
After proper error reporting in the ILC Ticket System by the Client, ILC will confirm acceptance of the error message to the Client via the ILC Ticket System and will contact the Client within the response time specified in paragraph 1. In the event that the Client provides incorrect information required to determine priority, ILC will a) initially determine priority on the basis of the available information, b) request the relevant information from the Client and c) adjust the priority in accordance with the additional information. However, the Client is obliged to fill in the "Priority" field (mandatory field) in the ticket system as part of the error report. The Client's availability via the ILC ticket system is a prerequisite for compliance with the response time.

Response time means the time that elapses between the confirmation of the error acceptance by ILC to the Client via the ILC ticket system by an ILC technical expert. The initial start of processing is documented in the ILC ticket system by a status change from "open" to "in progress". Response times only apply within the business hours mentioned in paragraph 1. Error correction services will also only be performed within these business hours.

Section 3 Further Development of the Software
1.
ILC will continuously develop the Software, which is the object of this Agreement, in accordance with general market requirements. As part of the maintenance of this Software, the Client will receive new Software versions, which may include the following performance features:

- more powerful versions and / or improvements to existing functions and / or
- new functionalities, as far as these are not released by ILC in the context of a new product and / or
- bug fixes to the respective ILC Standard Software, which is the object of this Agreement,

2.
The Client will receive the standard version of the new Software and will be responsible for the adoption of any Client-specific adaptations. ILC is willing to take over these adaptations in return for addional remuneration.

3.
The Client is obliged to install and use new Software versions of the ILC Software on its system within three months after ILC has made the Software available. If Client uses the old Software version beyond this period of time, Client's rights due to material defects and defects of title and ILC's liability in this respect will lapse, unless the defect is also contained in the newly delivered Software version. From the beginning of the use of the new Software version, the right to use the previous Software version will lapse.

4.

There is no entitlement to regular delivery of new Software versions.

5.

In case of major release changes announced by the manufacturer of Third Party Software, ILC reserves the right not to implement such changes within the scope of the Software maintenance. If possible, ILC will announce this in due time in the ILC Release Notes.

Major Release Changes are characterised in particular by one of the following features:

- by a change (omission or change of functionalities and requests used by ILC) of the API (programming interface of the Third Party Software) and / or
- by a change in the first digit of the official release designation (e.g. 4.9 to 5.0) and / or
- by a new or significantly changed Software core, and / or
- by a new or significantly changed user interface and / or
- by a serious change in technology (e.g. from Netweaver to S/4 HANA).

6.

ILC integration modules or ILC connectors to third-party Software (e.g. 2EPLAN) are adapted to minor releases of this third-party Software as quickly as possible within the scope of Software maintenance at the Client's request. Minor release changes are generally understood as changes of the version number from the second digit (e.g. 7.0.3 to 7.1 or 6.5 to 6.6), which have no effect on the interfaces used by ILC.

Section 4 Changes to the Hardware and Third-party Software Environment

1.

The Client maintains their own software maintenance and hardware maintenance agreements for hardware and third party software. The Client is responsible for ensuring that the maintenance services are sufficient for their needs. ILC will endeavour to ensure compatibility of the ILC Software with third party software and hardware within a reasonable period of time in the event of maintenance-related changes to the hardware and third party software. There will not be any claim to the establishment of compatibility with new products of third party software manufacturers within the scope of Software maintenance; this applies in particular if system architecture, interfaces or data formats are changed. The adaptation of ILC integration modules or ILC connectors to changes in third-party Software is carried out as described in Section 3 para. 6.

2.

In the event of changes to the hardware and third-party Software environment that are not due to maintenance or servicing, ILC will be pleased to support Clients on a separate contractual basis for a separate fee at ILC's current daily labour rates (e.g. connection of new Software products or conversion to a changed hardware architecture, customising of third-party Software).

3.

ILC draws attention to the fact that changes to the hardware and Third Party Software environment (also in the context of maintenance and care of such hardware and Third Party Software or in the context of customising of Third Party Software) always require coordination with ILC, as such changes may lead to partial or complete failure of the functionality of the contractual Software and may considerably delay or render impossible an error analysis or correction.

Section 5 Defects of Third Party Software and Hardware, Operating Errors, Other Services

1.

ILC will support the Client in the error analysis even if it is not clear that the error is an error in the ILC Software (e.g. in case of operating errors, errors of Third Party Software and hardware, other malfunctions of the system environment). If the error analysis does not show that the errors that occurred were caused by ILC Software or ILC's services, ILC will invoice the Client separately for the expenses incurred. ILC is furthermore prepared – if it is economically reasonable and technically possible for ILC – to provide support for the elimination of errors that were not caused by ILC's deliveries and services. The aforementioned services will then also be invoiced separately by ILC in accordance with the applicable service rates – if applicable on a separate contractual basis.

2.

If, at the request of the Client, ILC provides services in addition to those described in Sections 2 and 3, e.g.

- Services provided at the request of the Client outside ILC's normal business hours,
- consulting, support and Software engineering services requested by the Client,

ILC will also invoice these separately. Upon ILC's request, the Client has to confirm in writing the proper performance of the services after their completion. ILC may also make the performance of the services conditional upon the conclusion of a separate agreement.

Section 6 Rights

1.

The rights to the Software are governed by the contents set forth in the offer of ILC regarding the Software Licensing and in the licence certificate as well as by the provisions set forth in Section 2 of the Software Licensing Terms and Conditions. Upon installation of a new Software version, the right to use the previously used Software version will lapse.

2.

For newly delivered Software versions, the current version of the Software Licence Terms and Conditions applies. ILC will send the Client any amendments to these provisions 60 days before they come into force. The Client is then entitled to give extraordinary notice to terminate the Software Maintenance Agreement within 60 days after receipt of the amended provisions with effect from the next possible end of the quarter. If the Client does not terminate the agreement, the amended Software maintenance conditions will apply to the Software version sent to the Client after the new conditions come into force. If Clients terminate the agreement, they will be entitled to use the previously used Software version for an unlimited period of time in accordance with the previously applicable Software licensing conditions; the Client will no longer be entitled to the delivery of a new Software version. ILC will refund any remuneration already paid for a period exceeding the termination period; no further rights exist.

3.

All rights to other work results subject to copyright which ILC makes available to the Client within the scope of the performance of the agreement are vested solely in ILC; this also applies to the extent that they have been created in cooperation with or at the suggestion of the Client. The Client will be granted the non-exclusive right, for an unlimited period of time, to use and process these for the Client's internal purposes in connection with the right to use the Software granted under the Agreement. Insofar as the copyright work results are independent of the Software, the Client may use these for an unlimited period of time, only for internal

company purposes and only process them for these purposes. Distribution is not permitted.

Section 7 Remuneration and Payment

1.

The remuneration for the contractual services is set forth in ILC's offer for Software maintenance and will be invoiced annually in advance.

2.

Additional services (e.g. pursuant to Section 4 para. 2, Section 5, Section 8 para. 1) will be invoiced separately in each case after the services have been rendered.

3.

Value added tax will always be added to the remuneration at the statutory rate applicable at the time. Invoices are to be paid within 30 days of receipt without deduction.

4.

If the Client is in default of payment, ILC is entitled to charge default interest at the statutory rate. ILC is also entitled to suspend the further performance of the contractual services until the Client has fulfilled their payment obligations. ILC will inform the Client of this prior to discontinuation of the services. The Client will only be entitled to offset against undisputed claims or claims which have become res judicata. The Client may assign claims against ILC only with ILC's consent.

5.

The maintenance fee increases automatically in accordance with the general economic development of the index for producer prices for services (Germany): Software Development and Programming (DL-IT-03).

The Software maintenance fee will automatically increase on 1 January of each calendar year by a percentage corresponding to the change in the index for producer prices for services (Germany) determined by the Federal Statistical Office up to the preceding month of December: Software Development and Programming (DL-IT-03) compared to the level in December of the previous year. However, this will only apply if the consumer price index has increased by at least 3 % in this period or by more than 3 % since the last increase in the Software maintenance fee.

The calculation basis for the calculation of the new Software maintenance remuneration is the Software maintenance remuneration (net) for the last 12 months. The adjustment of the Software maintenance fee owed in each case will be made automatically, so that the fee adjusted due to the change in the index will be owed without a special request, but will only become due for payment after invoicing by ILC.

The rights under this Section 7 do not expire even if ILC does not assert its rights immediately after the conditions for a corresponding adjustment of the Software maintenance fee have been met.

In the event that the aforementioned index is rebased or discontinued by the German Federal Statistical Office, a successor index of the German Federal Statistical Office or a European Statistical Office which comes closest to the selected index will be used. ILC is entitled to name the corresponding successor index in application of Section 315 BGB and to carry out the conversion in a suitable manner.

Section 8 Technical Requirements; System Environment

1.

Error analysis and correction will be carried out via the ILC ticket system. The Client will, at their own expense, provide for the establishment and maintenance of a remote maintenance access for the entire term of the Agreement, including the liability for material defects and defects of title. ILC undertakes to use this connection only after prior agreement; in all other respects the provisions regarding data protection in Section 13 apply. The Client may terminate the connection at any time; the risk and responsibility for any termination of the connection as well as any resulting additional costs will be borne by the Client. If access via remote data transmission is not granted, ILC will – if necessary in the individual case – perform error analysis and correction on site. These on-site services will be invoiced separately according to ILC's current rates.

2.

In addition, the technical requirements, e.g. regarding the system environment, etc., are regulated in the ILC Release Notes, which the Client can view via the ILC ticket system and is obliged to consult regularly (at least prior to the upload of a new release). Setting up and maintaining these requirements is a matter for the Client and will be carried out by the Client at their own expense.

3.

ILC will inform the Client in due course about changes in the technical requirements and the system environments supported by ILC by announcement in the Release Notes. The Client is obliged to consult the Release Notes on the ILC ticket system on a regular basis, at least, however, prior to the upload of each new release. If the changes are not reasonable for the Client, the Client has the right to terminate the agreement within four weeks after publication of the ILC Release Notes as of the next possible end of the quarter; if no notice of termination is given, the Client is obliged to comply with the technical changes. The maintenance services can only be provided by ILC if all technical requirements for the system environments currently supported by ILC are met. In the event of a termination, ILC will refund any remuneration already paid for the period exceeding the date of termination of the agreement; no further rights exist.

4.

"Third Party Software" is subject to the terms and conditions of the Third Party Software manufacturer or supplier, which will be made available to the Client for inspection at any time upon request, provided that the "Third Party Software" is also made available by ILC; alternatively, ILC may also provide the Client with the Internet address at which the terms and conditions are available.

"Third Party Software" means

- any relevant Software systems which are not part of the ILC`s Standard Software;

    and

- any software products of other manufacturers (other than ILC), even if such software is contributed to the Project by ILC or accessed by ILC in order to achieve an agreed result.

Examples: Libraries, middleware Software, server Software (web servers, application servers such as JBOSS or Tomcat), operating systems, office packages, VM-Ware players, SAP-Gui, ZIP, etc.

5.

ILC further draws attention to the fact that access via remote data transmission may result in a security vulnerability for the Client's system. ILC will take reasonable state-of-the-art security precautions.

Section 9 Contact Persons and Cooperation of the Client

1.

The complexity and individuality of the Software require intensive cooperation between Client and ILC. The Client will cooperate free of charge in the performance of the Agreement (including error correction), in particular by providing the services specified in paragraphs 2 to 9.

2.

The Client will name a contact person and their deputy to ILC. The designated persons will be responsible for all questions in connection with the execution of the Agreement and as competent system administrators. The contact persons will coordinate, at the Client, the measures necessary to clarify and solve the error messages at the Client. They will be available to ILC for queries and information relating not only to the ILC Software but also to underlying operating systems, networks, remote data transmission components, SAP systems and other Software, hardware and system environment. They alone are entitled to submit error messages to ILC.

3.

The Client will provide ILC in a timely manner, without being requested to do so, with all information necessary for the performance of the Agreement (e.g. regarding business processes, existing hardware and Software environment, data structures). This obligation also extends to the provision of the Client's data, i.e. test data as required, but also real data in appropriate quality and quantity, which ILC requires for the performance of the Agreement. Data carriers and data format will be agreed upon.

4.

The Client will ensure that ILC, if required, has access to all premises in due time and during normal business hours and, upon agreement, has access to the hardware and Software available at the Client's premises and to the system administration as well as to the data stocks (also by remote data transmission), to the extent this is necessary for the performance of the contractual services. ILC will comply with the Client's house rules. To the extent that the performance of the Services is impeded or delayed (e.g. due to security regulations or company holidays), the Client will be responsible for such impediments or delays.

5.

To the extent necessary for the execution of the Agreement, the Client will provide ILC with documentation, Software and licenses as well as other documents of third party products included in the execution of the Agreement. Insofar as requirements are formulated for systems operated or to be provided by the Client or third parties, the Client will be responsible to ILC for ensuring that these requirements are met.

6.

In the case of documents subject to copyright, programs and other materials provided by third party manufacturers, the Client will ensure that the Client is entitled to grant ILC the right to use such items to the extent necessary for the execution of the Agreement. The Client will indemnify and hold ILC harmless from and against any and all claims asserted by third parties against ILC due to the lack of such authorisation.

7.

In the event that ILC performs any services under this Agreement on the Client's premises, the Client will provide ILC with suitable premises equipped with sufficient means of office communication as well as IT facilities required for the provision of the services under this Agreement.

8.

The Client will perform a data backup at regular intervals (ILC recommends at least once a day) as well as prior to any intervention in existing IT systems (e.g. installation of new programs or versions). ILC will notify the Client prior to any intervention.

9.

Error analysis, processing and elimination are only possible if the Client submits qualified error messages through the appointed expert system administrators and deputies, which always contain the following information in particular:

- Information about Software and hardware environment at the Client; status of the installation or changes of the installation/configuration (if these are not already known to ILC). This may also include changes to the systems that are linked to or controlled by the Software.
- Detailed error descriptions with corresponding error codes, problem files, configuration files, etc., if applicable.

10.

If the Client fails to comply with their obligations to cooperate under the Agreement, fails to do so properly or fails to do so in a timely manner, ILC may invoice the Client for any costs or additional expenses incurred as a result in accordance with the current rates of remuneration.

Section 10 Delays in Deliveries and Services; Other Impediments to Performance

1.

ILC can only meet agreed deadlines if the Client fully complies with their obligations to cooperate. Agreed dates may be postponed in case of changes and extensions and in case of insufficient cooperation. In such cases and in other cases for which ILC is not responsible (e.g. force majeure, labour disputes, etc.), the dates will be postponed by the additional time required or by the time of the disruptions and by a reasonable restart time.

2.

If ILC is in default, the Client will first set a reasonable grace period in writing for deliveries and services. Only after the expiry of this period may the Client assert further rights. If the Client wishes to terminate the Agreement without notice after the expiry of the written grace period, the Client has to announce their intention to terminate the Agreement in the letter setting the grace period.

3.

If ILC otherwise fails to perform their contractual services, fails to perform them in a timely manner or fails to perform them properly, the Client will first give ILC the opportunity to provide the services properly within a reasonable period of time set in writing. The time limit will be such that it allows for multiple repetition, if necessary. After the expiry of such period, the Client – if ILC is responsible for the violation of obligations – will have the right to terminate the Agreement in accordance with Section 14, paragraphs 2 and 3. Section 12 applies to damages and reimbursement of expenses. Further claims are excluded. Section 11 applies to defects of quality and title.

Section 11 Defects of Quality and Title

1.

In the case of defects of quality and title, ILC will first provide a warranty by way of supplementary performance. In case of material defects, ILC may choose to remedy the defect or to deliver a debugged program version or other debugged work results. If the use of the Software in accordance with the Agreement is restricted due to defects in title (e.g. due to third parties asserting rights to the Software), ILC will, at its discretion, ensure the use of the Software in accordance with the Agreement by defending or satisfying such rights or by modifying the Software or the other work product accordingly. ILC may, at its option, conduct the judicial or extra-judicial dispute on behalf of the Client against the

third party themselves. The Client will support ILC in such action to a reasonable extent and free of charge.

2.

The Client will also have the right to terminate the Agreement without notice in accordance with Section 14, paragraphs 2 and 3 after the expiry of an appropriate period of time set in writing, which may allow for several attempts at rectification of the defect. Section 12 applies to compensation for damages and expenses. Further rights in the event of material defects and defects of title are excluded.

3.

The proper fulfilment of the obligations by ILC in case of material defects requires that the Client immediately reports defects in writing or by e-mail with a precise description of the defect pursuant to Section 9 para. 9 by the system administrator or their representative and cooperates in the elimination of the defect pursuant to Section 9. In the event of defects of title, the Client will immediately notify ILC in writing of any third party intellectual property rights asserted against them and provide ILC with all necessary information and data.

4.

ILC will support the Client in troubleshooting even if it is not clear that the defect is a defect in ILC's goods and services. If it cannot be proven during the troubleshooting that the errors occurred are due to ILC's deliveries and services, ILC will charge the Client for the expenses incurred.

5.

ILC's obligations in case of material defects and defects of title will not apply if the contractual items have been modified without ILC's consent and the Client does not prove that the material defect or defect of title is independent of it. The same applies if the Client makes customising settings itself with the consent of ILC.

6.

The limitation period for material defects and defects of title will be one year – except in case of intent – and will commence upon delivery.

7.

In the event of defects in Third Party Software or hardware provided by ILC under this Agreement, ILC may also, at its option, first assign to the Client the claims to which ILC is entitled against its suppliers in this respect. In such case, the Client may only assert their claims against ILC after such persons have been unsuccessfully sued, if necessary by a court of law.

Section 12 Liability

1.

ILC will only be liable for any kind of breach of duty and for any legal reason whatsoever (e.g. culpa in contrahendo, default, defects in quality and title, other breach of duty, tort):

- in the case of intent and from quality and durability warranties in the full amount;

- in all cases of gross negligence for the foreseeable and typical damage limited to the individually agreed maximum amount for all damages within the scope of the execution of the Agreement within one year in total; in the absence of any other agreement, the liability for all cases of damage within one year in total is limited to three times the contractually agreed annual remuneration.

- in the case of simple negligence in the event of a breach of a material obligation, insofar as the achievement of the purpose of the agreement is thereby jeopardised (so-called

cardinal obligation) for the foreseeable and typical damage limited to the individually agreed annual maximum amount for all cases of damage within one year in total; in the absence of any agreement to the contrary, liability for all cases of damage within one year in total is limited to three times the contractually agreed annual remuneration. Liability for loss of production, interruption of business and loss of profit as well as loss of interest is excluded.

- Not in all other respects.

2.

ILC will compensate for any further damages to the extent that ILC has insurance coverage for such damages and receives payment therefor.

3.

The statutory liability for personal injury and under the Product Liability Act remains unaffected.

4.

ILC will only be liable for loss of data (except in the case of wilful misconduct) if the Client has carried out system checks and data backups at regular intervals (at least once a day and prior to any intervention such as the installation of new programs or program versions) and only if the data can be reproduced with reasonable effort from data inventories kept in machine-readable form.

Section 13 Confidentiality and Data Protection

1.

The parties to the Agreement undertake to keep secret all information, documents and data of which they become aware during the performance of the contractual services and not to make them accessible to third parties outside the purpose of the agreement. The Client will take appropriate measures to ensure that third parties do not have access to the contractual Software or other documents of ILC. The parties to the Agreement will inform their employees of the obligation to maintain secrecy. ILC is entitled to use know-how acquired during the execution of the Agreement for its business activities, in particular for the further development of the Software, as well as to further develop general techniques and concepts acquired in this context.

2.

ILC processes the Client's data electronically and strictly complies with the statutory provisions, in particular DSGVO [General Data Protection Regulation = GDPR] and BDSG [Federal Data Protection Act], when processing personal data. However, it is the Client's responsibility to secure personal data prior to the commencement of the services in such a way that unintentional access by ILC (which is not necessary for the execution of the Agreement) is not possible. Furthermore, it is the Client's responsibility to obtain any necessary data protection approvals from affected employees, Clients and business partners of the Client as well as other affected persons. Client will indemnify and hold ILC harmless from and against any and all claims that such persons may assert against ILC for failure to comply with such obligations. This will also apply to access to data stocks on site or via remote data transmission.

3.

Confidentiality obligations will apply for five years beyond the term of the Agreement.

Section 14 Term and Termination

1.

This Agreement, as well as the respective individual agreements in connection with it, are concluded for an indefinite period. They may be terminated by either party to the Agreement with three months' notice before the end of the calendar year.

<u>2.</u>

The right to terminate for good cause is reserved. Such termination has to be announced in writing in advance, stating the reason for termination and setting a reasonable deadline for the elimination of the reason for termination. Important reasons for termination include:

- irremediable defects in the Software which prevent or substantially prevent operation without a reasonable workaround and which cannot be remedied;

- Delay in payment by the Client by more than six weeks;

- breach of the Client's duty to cooperate;

- opening of insolvency proceedings against the assets of a contractual partner or rejection of the opening of such proceedings for lack of assets.

<u>3.</u>

Any termination must be in writing in order to be effective.

Section 15 Place of Jurisdiction and Applicable Law; Final Provisions

<u>1.</u>

Place of performance is the registered office of ILC. The place of jurisdiction for all disputes regarding the contractual relationship will be the registered office of ILC – provided that the Client is a merchant, a legal entity under public law or a special fund under public law or has no place of jurisdiction in Germany. German law applies to the exclusion of the UN Convention on Agreements for the International Sale of Goods.

<u>2.</u>

If any provision of this Agreement is or becomes invalid or incomplete, the validity of the remaining provisions will not be affected. In the event of such a case, the parties to the Agreement will attempt to regulate or supplement these points by mutual agreement in such a way that the intended economic purpose is achieved as far as possible in a legally permissible manner. This paragraph will also apply mutatis mutandis to gaps requiring supplementation.

<u>3.</u>

Should this agreement be translated into another language, the German version takes precedence in the event of discrepancies or difficulties of interpretation.