

## General Terms and Conditions

### A. GTC for Entrepreneurs and Other Persons who are not Consumers

#### I. Common Part

##### 1. Scope of Application

- (1) These general terms and conditions are part of all contracts between STÜBER SYSTEMS GmbH, Grabbeallee 31, 13156 Berlin, v. d. Dr. Bernhard Stüber, Dr. Frank Stüber, Amtsgericht Charlottenburg, HRB 95615, USt. IdNr. DE241843885 (hereinafter: "STÜBER SYSTEMS") and their customers, unless they are consumers according to § 13 BGB (hereinafter: "CUSTOMERS"). They are attached to all offers to the CUSTOMER regarding goods, software or services (hereinafter collectively: "products") of STÜBER SYSTEMS. They apply to all declarations in connection with the respective contracts and to all legal transactions or acts similar to legal transactions. For legal transactions with consumers, the specific terms and conditions of the GTC for the sale of products to consumers apply exclusively.
- (2) These contractual conditions apply exclusively. Contract conditions of the CUSTOMER are not applicable. Counter confirmations of the CUSTOMER with reference to his own terms and conditions will be explicitly objected to.

##### 2. Offer and Conclusion of Contract

- (1) All offers made by STÜBER SYSTEMS to the CUSTOMER are subject to confirmation and are not legally binding. Only the CUSTOMER submits a legally binding offer with his order. STÜBER SYSTEMS is thereafter entitled, but not obliged, to accept the offer for the conclusion of a contract contained in the CUSTOMER's order within two weeks.
- (2) The acceptance of the offer by STÜBER SYSTEMS can either be made explicitly by a written or textual declaration, or implied by the delivery of the products or the sending of the access data to the CUSTOMER within the time limit. Unless otherwise stated, each offer refers to the respective current edition or version of the products. With the acceptance by STÜBER SYSTEMS the contract is concluded.
- (3) The quality defined in these general terms and conditions, in particular in the following specific sections, as well as in any offers without obligation made by STÜBER SYSTEMS prior to the conclusion of the contract comprehensively and conclusively defines the characteristics of the respective product. Public statements by STÜBER SYSTEMS or third parties about the products, e.g. illustrations in brochures, advertising material, on the Internet or other media, only serve the general description of the products. They will not become subject matter of the respective contract unless they are explicitly agreed upon in the contract.
- (4) If the products are ordered by the CUSTOMER via e-mail, STÜBER SYSTEMS will immediately confirm receipt of the order. However, the confirmation of receipt does not constitute an acceptance and a conclusion of contract does not yet take place. An acceptance also takes place here either by explicit and separate declaration of intent from the order confirmation or implied by sending the products or the access data. If the products are ordered by e-mail and a contract is concluded on

the basis of these GTC, the order and the declaration of acceptance, all parts of the contract will be stored electronically by STÜBER SYSTEMS. Upon request, all parts of the contract will be sent to the CUSTOMER by e-mail. The conclusion of the contract will be in German language.

- (5) If the products are purchased by the CUSTOMER via the web shop, the presentation on the website does not constitute a legally binding offer. The Customer selects the products by placing them in his shopping cart and starting the ordering process there. To do this, he/she must enter his/her personal information in the fields provided. The customer submits the binding offer to conclude a contract by clicking on the button "Order liable to pay". He/she can correct his/her entries at any time by using the back and forward buttons and the input masks provided. STÜBER SYSTEMS will immediately confirm the receipt of the order by e-mail. However, the confirmation of receipt does not yet constitute an acceptance and a conclusion of contract does not yet take place. Acceptance is also effected here either by an explicit declaration of intent separate from the order confirmation or implied by sending the products or the access data. The text of the contract will be stored by STÜBER SYSTEMS after the conclusion of the contract and will be made available to the CUSTOMER upon request. The CUSTOMER can also view the contract text on the website. The contract is concluded in German language.

##### 3. Remuneration, Prices and Terms of Payment

- (1) The CUSTOMER shall pay the remuneration agreed between the parties.
- (2) All prices are net prices in EURO. They do not include shipping, insurance, installation and taxes; these costs will be charged separately and communicated to the CUSTOMER. Decisive for the calculation of individual deliveries is the price list valid at the time the offer is submitted, which the CUSTOMER receives on request. We reserve the right to adjust prices accordingly without prior notice in the event of changes in exchange rates, customs duties, taxes (including value added tax), freight and insurance costs, purchase costs (e.g. for components and services). If a delivery period of more than six weeks has been agreed upon or in the case of continuous obligations that last longer than six weeks, we are entitled to pass on to the customer any cost increases that have occurred in the meantime for procurement or delivery or for the deployment of personnel by increasing the prices affected by these increases to the extent necessary to compensate for these changes.
- (3) The delivery or shipment by STÜBER SYSTEMS is carried out by prepayment without discount or invoice. If the delivery is made against invoice, it is due for payment immediately upon receipt of the invoice. The CUSTOMER is in default if he does not pay despite reminder. Furthermore, default occurs without reminder if the CUSTOMER does not pay within 30 days after receiving the invoice. The invoice shall be deemed to have been received two working days after it was sent. In case of default, STÜBER SYSTEMS is entitled to demand default interest of 8% above the respective base interest rate of the Deutsche Bundesbank. In addition, the CUSTOMER has to bear the further damage caused by delay (lawyer's fees, court costs, postage, etc.).
- (4) The CUSTOMER is only entitled to set-off against undisputed or legally established claims. The CUSTOMER is only entitled to exercise rights of retention with undisputed or legally binding claims from the same legal relationship. STÜBER SYSTEMS

is entitled to offset payments against older due invoices, regardless of the CUSTOMER's repayment terms.

#### 4. Consulting Services of STÜBER SYSTEMS

The CUSTOMER is responsible for the selection of the products and their interaction with the CUSTOMER's existing technical infrastructure. STÜBER SYSTEMS will only act in an advisory capacity after a separate order.

#### 5. Liability

- (1) STÜBER SYSTEMS is liable for damages of the CUSTOMER caused intentionally or by gross negligence, which are the consequence of the absence of a guaranteed quality of the respective subject matter of the contract, which are based on a culpable violation of essential contractual obligations (so-called cardinal obligations), which are the consequence of a culpable injury to health, body or life, or for which a liability according to the product liability law or the basic data protection regulation is provided, according to the legal regulations.
- (2) Cardinal obligations are such contractual obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the CUSTOMER may regularly rely, and the violation of which on the other hand endangers the achievement of the purpose of the contract.
- (3) In the event of a breach of a cardinal obligation, liability - insofar as the damage is based only on slight or normal negligence and does not affect life, limb or health - shall be limited to such damage that must be typically and foreseeably expected to occur in the context of the delivery of such software as acquired by CUSTOMER.
- (4) Apart from that, liability - regardless of the legal ground - is excluded for both STÜBER SYSTEMS and its vicarious agents and assistants.
- (5) If damages to the CUSTOMER result from the loss of data, STÜBER SYSTEMS shall only be liable for such damages, if the damages could not have been avoided by a normal backup of the respective data by the CUSTOMER.
- (6) The statutory limitation period shall apply to the described damages.

#### 6. Confidentiality

- (1) The parties shall be obliged to keep confidential all information about the other party which they have become aware of or will become aware of in connection with the respective contract and which is marked as confidential or is based on other circumstances than business and trade secrets (hereinafter referred to as "confidential information"), to keep it permanently secret, not to pass it on to third parties, to record it or use it in any other way, unless the other party has given its explicit written consent to disclosure or use, or the information must be disclosed due to law, court decision or an administrative decision. In this case, the disclosing Party shall immediately inform the other Party of the obligation to disclose. In addition, the disclosing Party shall make it clear in the course of the disclosure that, if this is the case, the information is a trade secret and shall endeavour to ensure that the regulations of §§ 16 ff. GeschGehG will be made use of.

- (2) The CUSTOMER is prohibited to obtain confidential information by means of reverse engineering. "Reverse Engineering" means all actions, including observing, testing, investigating and reassembling and, if necessary, reassembling with the aim of obtaining confidential information.
- (3) The Information shall not be deemed to be confidential information within the meaning of this Clause if it was already known to the other party beforehand without the information being subject to a confidentiality obligation, is generally known or becomes known without breach of the assumed confidentiality obligations, is disclosed to the other party without breach of a confidentiality obligation by a third party.
- (4) The obligations under this clause shall survive the end of this agreement.

#### 7. Miscellaneous

- (1) Exclusive place of jurisdiction for all disputes arising from and in connection with the respective contract concluded is the place of business of STÜBER SYSTEMS, Berlin, if the CUSTOMER is a merchant according to § 38 ZPO. If STÜBER SYSTEMS files a suit, STÜBER SYSTEMS is also entitled to choose the place of jurisdiction at the customer's place of business. The right of both parties to seek interim legal protection before the courts having jurisdiction according to the legal regulations remains unaffected.
- (2) German law shall apply exclusively, excluding the regulations of international private law and the UN Sales Convention (CISG).
- (3) The conclusion of the contract as well as subsequent amendments and additions to the contract must be in writing to be effective. This also applies to the amendment of this clause. Oral collateral agreements are not made.
- (4) All declarations of the parties must be in the written form to be effective.
- (5) Should a regulation of this contract be or become invalid, contain an inadmissible deadline or a loophole, the legal validity of the remaining regulations shall remain unaffected. As far as the invalidity does not result from a violation of §§ 305 ff. BGB (validity of general terms and conditions), an effective regulation shall be deemed agreed instead of the invalid regulation, which comes closest to the economic purpose of the parties. The same applies in the case of a loophole. In the case of an inadmissible time limit, the legally permissible measure shall apply.

## II. Special Regulations for Purchase of Software Licenses

### 1. Subject Matter of the Contract

- (1) STÜBER SYSTEMS offers its CUSTOMERS the opportunity to acquire software for permanent use.
- (2) The subject matter of the contract in this case is the granting of rights of use and the permanent transfer of the software distributed by STÜBER SYSTEMS and described in detail in the offer on which the order is based (hereinafter referred to as "subject matter of the license").
- (3) The subject matter of the license has the characteristics listed in the specifications enclosed with the offer to the CUSTOMER.

The offer is an essential part of this contract. For the contractual use of the subject of the license, additional software, for example a specific operating system, may be required which is not subject of the agreement and must be purchased separately from third parties. The exact requirements are contained in the respective offer as well as in the online documentation of the respective subject matter of the license.

- (4) The Licensee shall receive by electronic means, e.g. by e-mail, a copy of the subject matter of the license as well as a license allowing the Licensee to use the subject matter of the license simultaneously on all individual workstations that are used at the location explicitly agreed upon between the parties in the offer (e.g. the school building). The documentation for the subject of the license is available online on the respective product page at <https://www.stueber.de/>.
- (5) The transfer of the source code of the subject matter of the license is not owed by the Licensor.
- (6) STÜBER SYSTEMS does not take any responsibility for the suitability of its deliveries and services for a certain purpose assumed by the CUSTOMER, unless this purpose has been explicitly agreed upon.

## 2. Right of Use and Licenses

- (1) The CUSTOMER acquires the simple right, unlimited in time, to use the licensed object for internal purposes as intended. For this purpose, he may install the licensed object and use it on all single workstation computers at the location (e.g. school building) explicitly agreed between the parties in the offer. The granting of rights does not refer to the source code of the subject matter of the license. No rights to process, distribute or make the subject matter of the license available to the public are granted.
- (2) The licensee may only make copies to the extent necessary for the contractual use of the subject matter of the licence. Movable data carriers containing backup copies must be marked with the copyright notice of the original data carrier.
- (3) The licensee is not allowed to assign, transfer or grant sub-licenses to third parties of the rights of use granted to him under this clause.

## 3. Delivery, Cooperation, Transfer of Risk

- (1) Unless otherwise agreed, the subject matter of the license is delivered in the version current at the time of delivery.
- (2) The delivery dates of the licensed object stated by STÜBER SYSTEMS are non-binding, unless otherwise contractually agreed. If contractual obligations of the CUSTOMER, which do not have to result from the concrete contract, but can also be traced back to previous contracts, have not yet been fulfilled, STÜBER SYSTEMS has a right of retention regarding the delivery.
- (3) Correct and timely delivery by our suppliers of hardware and software is generally reserved.
- (4) Partial deliveries and partial services as well as corresponding invoices by STÜBER SYSTEMS are permissible, if they are not unreasonable for the CUSTOMER. Delivery deadlines are thus considered to have been met.
- (5) As long as STÜBER SYSTEMS (i) waits for the cooperation or information of the CUSTOMER or (ii) through strikes or lock-

outs in third party companies or in STÜBER SYSTEMS' operations (in the latter case, however, only if the industrial action is lawful), official intervention is hindered in its services by legal prohibitions or other circumstances for which it is not responsible ("force majeure"), delivery and service deadlines shall be deemed extended by the duration of the hindrance and by a reasonable start-up time after the end of the hindrance ("downtime") and there shall be no breach of duty for the duration of the downtime. STÜBER SYSTEMS will immediately inform the CUSTOMER of such hindrances and their expected duration. If the force majeure lasts uninterruptedly for more than three months, both parties are entitled to an immediate right to withdraw from the contract.

- (6) The subject matter of the licence shall be delivered by electronic means.
- (7) If the CUSTOMER intends to transfer the licensed object to a country other than that of the place of performance, he will observe the European and German export regulations applicable to the deliveries or services, import regulations of the destination country, as well as the US American re-export law on his own responsibility. The CUSTOMER shall handle legal or official approval procedures in connection with cross-border deliveries or services on its own responsibility.

## 4. Warranty

- (1) Warranty claims of the CUSTOMER presuppose that the CUSTOMER has complied with his legal obligations to examine and give notice of defects (§§ 377, 381 HGB) upon delivery. Obvious defects must be reported by the CUSTOMER immediately, but no later than two weeks after delivery. Other defects must be reported immediately after their discovery. The notification shall be accompanied by a comprehensible description of the defect. The notification shall be deemed to be without delay if it is made within seven working days of the discovery; timely dispatch suffices to meet the deadline. The notification must be made in text form, e.g. by e-mail. If the CUSTOMER fails to make the above notifications of defects, the subject matter of the license shall be considered approved. The assertion of warranty claims is excluded in this respect.
- (2) In the case of a warranty claim, STÜBER SYSTEMS is entitled to choose between repeated rectification of defects or replacement delivery. STÜBER SYSTEMS has a time limit of two weeks from notification of defects to exercise this right of choice. STÜBER SYSTEMS can provide the CUSTOMER with an alternative solution until the defect is remedied by delivering a new edition or version, if this is reasonable for the CUSTOMER. No new warranty periods will be initiated by a rectification of defects or replacement delivery. The Seller is entitled to make the subsequent performance dependent on the fact that the CUSTOMER has paid at least a reasonable part of the remuneration.
- (3) For a possible rectification of defects, the CUSTOMER shall upon request immediately provide all information necessary for error diagnosis and rectification of defects. In the event of on-site rectification, unhindered access to the licensed object must be guaranteed. STÜBER SYSTEMS undertakes to treat the knowledge thus gained in strict confidence and to destroy it after the fault has been remedied.
- (4) Even insofar as STÜBER SYSTEMS is legally obliged to bear the expenses necessary for the purpose of subsequent performance, STÜBER is not obliged to bear the costs of taking the

item to a place other than the CUSTOMER's branch office ("transport costs"). Notwithstanding further claims of STÜBER SYSTEMS, the CUSTOMER must reimburse STÜBER SYSTEMS for the expenses incurred for testing and - if requested - for the removal of the defect in case of an unjustified notice of defect.

- (5) If STÜBER SYSTEMS refuses subsequent performance or if subsequent performance has failed or is unreasonable, the CUSTOMER may withdraw from the contract or reduce the purchase price, subject to the legal requirements. STÜBER SYSTEMS is to be granted at least two attempts of subsequent improvement. In addition, due to the complexity of the subject matter of the licence and the associated difficulty in locating and eliminating errors, STÜBER SYSTEMS may be entitled to further attempts at subsequent performance before the CUSTOMER can withdraw from the contract.
- (6) STÜBER SYSTEMS does not warrant for errors that are due to incorrect installation, operating errors, especially incomplete data input, overvoltage, improper maintenance as well as external influences. In case of interventions in the subject matter of the licence or changes to the subject matter of the licence made after delivery by the CUSTOMER or third parties, the CUSTOMER is not entitled to any claims for defects, unless the CUSTOMER proves that a defect is not due to the intervention or change.
- (7) Warranty claims of the CUSTOMER become time-barred one year after delivery of the subject matter of the licence, unless shorter limitation periods apply by law or STÜBER SYSTEMS has fraudulently concealed the defect. The same time limit applies to claims from other breaches of duty against the seller. In case of intent or gross negligence on the part of the seller, in case of fraudulent concealment of the defect, in case of personal injury or defects of title within the meaning of § 438 para. 1 no. 1 lit. a) BGB as well as in case of guarantees (§ 444 BGB), the statutory periods of limitation apply, as well as in case of claims according to the Product Liability Act and the provisions of the Basic Data Protection Regulation (DSGVO). Claims for damages and reimbursement of expenses of the CUSTOMER shall be time-barred in accordance with the provisions on liability in the general part of these General Terms and Conditions.
- (8) In the case of a justified withdrawal on the part of the CUSTOMER, STÜBER SYSTEMS is entitled to demand an appropriate compensation for the use of the subject matter of the licence by the CUSTOMER until rescission.
- (9) In case of withdrawal, the customer is obliged to return all original media and all copies of the subject matter of the licence, including any modified copies as well as the handed over written material to STÜBER SYSTEMS. Upon delivery, the customer has to confirm in writing that he has handed over all existing copies and data carriers.

## 5. Support

STÜBER SYSTEMS offers support services, i.e. services that go beyond the warranty obligations covered by section 4, to the CUSTOMER on the basis of a separate contract.

## 6. Protection of Software and Transfer to Third Parties

- (1) Unless explicit rights have been granted to CUSTOMER according to this contract, all rights to the subject matter of the licence (and all copies made by CUSTOMER) - in particular the copyrights, the rights to or on inventions as well as technical property rights - are exclusively entitled to STÜBER SYSTEMS. This also applies to adaptations of the subject matter of the licence by STÜBER SYSTEMS. The CUSTOMER's ownership of the respective data carriers of such copies remains unaffected.
- (2) The CUSTOMER shall keep the subject matter of the licence carefully in safe custody in order to prevent misuse. He will make subject matters of the licence (whether unchanged or modified) - in particular also licence keys - accessible to third parties only after prior written consent by STÜBER SYSTEMS. Employees of the CUSTOMER as well as other persons who are staying at the CUSTOMER's premises for the contractual use of the subjects of the contract are not considered third parties.
- (3) The CUSTOMER is not allowed to change or remove copyright notices, marks and/or control numbers or marks of the seller. If the CUSTOMER modifies or edits the subject matter of the licence, these notices and marks shall be incorporated into the modified version of the licence.
- (4) The CUSTOMER may only transfer the subject matter of the contract to a third party uniformly and with simultaneous, complete and final abandonment of the own use of the licence. The temporary or partial transfer of the use to third parties, whether in return for payment or free of charge, is prohibited, regardless of whether the subject matter of the licence is transferred in physical or non-physical form.
- (5) The passing on of the contractual objects requires the written consent of STÜBER SYSTEMS. STÜBER SYSTEMS gives its consent if (i) the customer assures the seller in writing that he has passed on all original copies of the contractual items to the third party and has deleted all copies made by himself, and (ii) the third party declares his consent in writing to STÜBER SYSTEMS with the terms of use and passing on agreed upon here.
- (6) In all cases of termination of his right of use (e.g. by withdrawal, subsequent delivery) the CUSTOMER shall surrender all deliveries of the subject matter of the licence without delay and delete all copies, unless he is legally obliged to keep them for a longer period of time. He assures the seller in writing of the completion of the order.

## III. Special Regulations for Purchase of Hardware

### 1. Subject Matter of the Contract

- (1) The CUSTOMER acquires from STÜBER SYSTEMS the devices (hardware) described in the offer, including the operating software mentioned in the offer (together hereinafter also referred to as goods). The operating software is installed on the devices in executable form (object code). Source codes are not supplied.
- (2) For hardware and operating systems the CUSTOMER receives the documentation provided and intended by the manufacturer (operating instructions / user manual). It is made available to him via the documentation on the website (<https://www.stueber.de/>) of STÜBER SYSTEMS.

- (3) The CUSTOMER receives the simple (non-exclusive) right to the operating software installed on the hardware to use it permanently as part of the equipment described in the offer.
- (4) Setting up, installation or production of the technical readiness for operation are not subject matter of this contract. They can be provided by STÜBER SYSTEMS upon request, but are subject to a separate agreement. Upon the CUSTOMER's request, a separate agreement can be made regarding further services of STÜBER SYSTEMS (consulting, instruction, training).
- (5) The CUSTOMER shall acquire ownership of the hardware and any documentation supplied only upon full payment of the invoiced remuneration. The CUSTOMER acquires the right to use the software supplied on a permanent basis for a one-off fee.
- (6) Products of STÜBER SYSTEMS are CE conform with all components offered by STÜBER SYSTEMS. We will provide the corresponding proofs upon request of the BUYER. If other components, additional equipment, etc. are installed or used at the request of a BUYER, the responsibility for the CE conformity of the entire system and the individual parts is transferred to the BUYER.

**2. Test Phase/Purchase on Trial**

- (1) Insofar as STÜBER SYSTEMS grants the CUSTOMER a test phase for the device in the offer, this is deemed to be a purchase on trial according to §§ 454, 455 BGB. Until the end of the test phase, the CUSTOMER must declare his approval to STÜBER SYSTEMS. If no declaration is made within the test phase, the silence of the CUSTOMER shall be deemed as approval.
- (2) As far as the CUSTOMER does not approve of the contract, he/she has to return the purchased item to STÜBER SYSTEMS at his/her own expense in complete condition, including all accessories supplied. The CUSTOMER is liable for an incomplete return, deterioration, destruction or complete or partial impossibility according to the general legal regulations.
- (3) In addition to the purchase on trial, STÜBER SYSTEMS offers the CUSTOMER the possibility to use test devices for a limited period of time (so-called test provision). The test provision is subject to a separate test provision agreement.

**3. Delivery**

- (1) The delivery dates of the goods stated by STÜBER SYSTEMS are non-binding, unless otherwise contractually agreed. If contractual obligations of the CUSTOMER, which do not have to result from the concrete contract, but can also be traced back to previous contracts, have not yet been fulfilled, STÜBER SYSTEMS has a right of retention regarding the delivery.
- (2) We generally reserve the right to correct and timely self-supply by our suppliers for hardware and software.
- (3) Partial deliveries and partial services as well as corresponding invoices by STÜBER SYSTEMS are permissible, if they are not unreasonable for the CUSTOMER. Delivery deadlines are thus considered to have been met.
- (4) As long as STÜBER SYSTEMS (i) is waiting for the cooperation or information of the CUSTOMER or (ii) is subject to official intervention by the authorities due to strikes or lockouts in third party companies or in the company of STÜBER SYSTEMS

(in the latter case, however, only if the industrial action is legal), is hindered in its services by legal prohibitions or other circumstances for which it is not responsible ("force majeure"), delivery and service deadlines shall be deemed extended by the duration of the hindrance and by an appropriate start-up time after the end of the hindrance ("downtime") and there shall be no breach of duty for the duration of the downtime. STÜBER SYSTEMS will immediately inform the CUSTOMER of such hindrances and their expected duration. If the force majeure lasts uninterruptedly for more than three months, both parties are entitled to an immediate right to withdraw from the contract.

- (5) The delivery of the goods is carried out at the expense and risk of the CUSTOMER from STÜBER SYSTEMS' warehouse. If the goods are dispatched, the customer bears the transport risk even in case of freight-free delivery, which includes the risk of accidental deterioration or accidental loss. STÜBER SYSTEMS will decide on the suitable form of dispatch (transport route). The goods will be insured for transport at the customer's expense. Possible transport damages and transport losses must be reported immediately, otherwise the delivery is considered approved.
- (6) In case of collection by the CUSTOMER, the risk is transferred to the CUSTOMER upon handover of the goods to the CUSTOMER.
- (7) If the CUSTOMER does not accept the contractual goods offered to him or if the dispatch or delivery is delayed at the request of the CUSTOMER, the risk of accidental loss or accidental deterioration of the goods passes to the CUSTOMER upon notification of readiness for dispatch. In these cases, STÜBER SYSTEMS is entitled, without prejudice to further claims, to demand storage fees from the CUSTOMER, beginning one month after notification of readiness for dispatch, for each month of delay commenced, amounting to 1% of the contract value, however, not exceeding a total of 6% of the contract value, unless the CUSTOMER proves a lower damage.
- (8) If the CUSTOMER intends to transfer the goods to a country other than the country of the place of performance, he shall comply with the European and German export regulations applicable to the deliveries or services, import regulations of the country of destination as well as the US American re-export law on his own responsibility. The CUSTOMER is responsible for handling legal or official approval procedures in connection with cross-border deliveries or services.

**4. Warranty**

- (1) Warranty claims of the CUSTOMER presuppose that the CUSTOMER has complied with his legal obligations to examine and give notice of defects (§§ 377, 381 HGB) upon delivery. Obvious defects must be reported by the CUSTOMER immediately, but no later than two weeks after delivery. Other defects must be reported immediately after their discovery. The notification is to be accompanied by a comprehensible description of the defect. The notification is considered immediate if it is made within seven working days after the notice; timely dispatch suffices to meet the deadline. The notification must be made in writing. If the CUSTOMER fails to make the above notifications of defects, the goods are deemed to be accepted. The assertion of warranty claims is excluded in this respect.

- (2) Wear and tear and normal wear and tear as well as consumable materials (in particular toner, exposure unit, paper etc.) are not subject to the warranty. The problem known under the keyword "Image Sticking" of burning in freeze framing, which can occur with TFT monitors, corresponds to the current state of technology and therefore also does not represent a defect.
- (3) In the case of a warranty claim, STÜBER SYSTEMS is entitled, at its own discretion, to repeated rectification of defects or replacement delivery. STÜBER SYSTEMS has a time limit of two weeks from notification of defect to exercise this right of choice. No new warranty periods are set in motion by a rectification of defects or replacement delivery. The seller is entitled to make subsequent performance dependent on the CUSTOMER having paid at least an appropriate part of the remuneration.
- (4) For a possible rectification of defects, the CUSTOMER shall upon request immediately provide all information necessary for error diagnosis and rectification of defects. In the event of a rectification of defects on site, unhindered access to the goods must be guaranteed. STÜBER SYSTEMS undertakes to treat the information thus obtained in strict confidence and to destroy it after the fault has been remedied.
- (5) Even if STÜBER SYSTEMS is legally obliged to bear the expenses necessary for the purpose of subsequent performance, STÜBER is not obliged to bear the costs for the item being taken to a place other than the CUSTOMER's branch office ("transport costs"). Notwithstanding further claims of STÜBER SYSTEMS, the customer must reimburse STÜBER SYSTEMS for the expenses incurred for testing and - if requested - for the removal of the defect in case of an unjustified notice of defect.
- (6) If STÜBER SYSTEMS refuses subsequent performance or if subsequent performance has failed or is unreasonable, the CUSTOMER may withdraw from the contract or reduce the purchase price, subject to the legal requirements. STÜBER SYSTEMS is to be granted at least two attempts of subsequent improvement. In addition, STÜBER SYSTEMS is entitled to make further attempts to rectify the faults due to the complexity of the goods and the associated difficulty in locating and rectifying faults, before the CUSTOMER can withdraw.
- (7) STÜBER SYSTEMS does not warrant for defects that are due to incorrect installation, operating errors, overvoltage, improper maintenance as well as external influences. In case of interventions in the goods or modifications of the goods carried out by CUSTOMER or third parties after delivery, the CUSTOMER is not entitled to claims for defects, unless the CUSTOMER proves that a defect is not due to the intervention or modification.
- (8) In the case of a justified withdrawal on the part of the CUSTOMER, STÜBER SYSTEMS is entitled to demand reasonable compensation for the use of the goods by the CUSTOMER until the cancellation.
- (9) Warranty claims of the CUSTOMER become time-barred one year after delivery of the goods, unless shorter limitation periods apply by law or STÜBER SYSTEMS has fraudulently concealed the defect. The same time limit applies to claims arising from other breaches of duty towards the seller. In case of intent or gross negligence on the part of the seller, in case of fraudulent concealment of the defect, in case of personal injury or defects of title in the sense of § 438 para. 1 no. 1 lit. a BGB as well as in case of guarantees (§ 444 BGB), the statutory limitation periods apply, as well as in case of claims according

to the Product Liability Act as well as the provisions of the Basic Data Protection Regulation (DSGVO). Claims for damages and reimbursement of expenses of the CUSTOMER shall be time-barred in accordance with the provisions set forth in the general part of these General Terms and Conditions.

- (10) In case of withdrawal, the CUSTOMER is obligated to return all goods, original media and all copies of any software supplied, including any modified copies as well as the handed over written material to STÜBER SYSTEMS. Upon delivery, the CUSTOMER has to confirm in writing that all existing copies and data carriers have been delivered.

## IV. Special Regulations for Software as a Service

### 1. Subject of the Contract

- (1) These contract terms apply to the use of the Software as a Service (hereinafter referred to as "Software as a Service") by the CUSTOMER according to the offer of STÜBER SYSTEMS on which the contract is based.
- (2) The Software as a Service is operated by STÜBER SYSTEMS as web-based SaaS or cloud solution. The CUSTOMER is enabled to use the software as a service stored and running on the servers of STÜBER SYSTEMS or a service provider commissioned by STÜBER SYSTEMS via an internet connection for his own purposes during the term of this contract and to store and process his data with their help and to integrate elements of the software as a service, such as registration masks, into his own website.

### 2. Type and Scope of the Service

- (1) STÜBER SYSTEMS provides the Software as a Service to the CUSTOMER in its latest version at the router exit of the computer centre where the server with the Software as a Service is located ("transfer point"). The Software as a Service, the computing power required for the use and the required memory and data processing space are provided by STÜBER SYSTEMS. However, STÜBER SYSTEMS does not owe the establishment and maintenance of the data connection between the IT systems of the CUSTOMER and the described delivery point.
- (2) If the Software as a Service is installed exclusively on the servers of STÜBER SYSTEMS or a service provider commissioned by STÜBER SYSTEMS, the CUSTOMER does not require any copyrighted rights of use for the Software as a Service, and STÜBER SYSTEMS does not grant any such rights. However, STÜBER SYSTEMS grants the CUSTOMER for the duration of the contract the non-exclusive, non-transferable right, limited in time to the duration of the usage agreement, to load the user interface of the Software as a Service for display on the screen into the working memory of the terminal devices used for this purpose according to the contract and to make copies of the user interface.

### 3. Availability of the Software as a Service

- (1) STÜBER SYSTEMS points out to the CUSTOMER that restrictions or impairments of the services provided may occur which are beyond the sphere of influence of STÜBER SYSTEMS. This includes in particular actions of third parties who do not act on behalf of STÜBER SYSTEMS, technical conditions of the Internet that cannot be influenced by STÜBER SYSTEMS as well

as force majeure. The hardware, software and technical infrastructure used by the CUSTOMER can also influence the services of STÜBER SYSTEMS. As far as such circumstances influence the availability or functionality of the services rendered by STÜBER SYSTEMS, this does not affect the contractual conformity of the services rendered.

- (2) The CUSTOMER is obliged to notify STÜBER SYSTEMS immediately and as precisely as possible of any functional failures, malfunctions or impairments of the Software as a Service. If the CUSTOMER fails to do so, § 536c BGB applies accordingly.

#### 4. Data Processing Rights, Data Storage

- (1) STÜBER SYSTEMS complies with the legal data protection regulations.
- (2) The CUSTOMER grants STÜBER SYSTEMS the right to copy the data to be stored by STÜBER SYSTEMS for the CUSTOMER for the purpose of the execution of the contract, as far as this is necessary for the performance of the services owed according to this contract. STÜBER SYSTEMS is also entitled to keep the data in a failure system or separate failure computer centre. To eliminate failures, STÜBER SYSTEMS is furthermore entitled to make changes to the structure of the data or the data format.
- (3) STÜBER SYSTEMS regularly saves the CUSTOMER's data on the server for which STÜBER SYSTEMS is responsible on an external backup server. The customer can extract these data, as far as technically possible, at any time for backup purposes and is obliged to do so at regular, usual intervals. As far as this is not possible, STÜBER SYSTEMS will provide the customer with the data once a month as backup.
- (4) If and insofar as the CUSTOMER processes personal data of third parties on IT systems for which STÜBER SYSTEMS is technically responsible, an order data processing agreement must be concluded.

#### 5. Support

STÜBER SYSTEMS offers support services, i.e. services that go beyond the warranty obligations covered by section 7, to the CUSTOMER on the basis of a separate contract.

#### 6. Obligations of the Customer to Cooperate

- (1) The CUSTOMER will support STÜBER SYSTEMS in providing the contractual services to an appropriate extent.
- (2) The CUSTOMER is responsible for the proper and regular backup of his data. This also applies to documents provided to STÜBER SYSTEMS in the course of the contract execution.
- (3) In order to use the Software as a Service, the system requirements resulting from the description in the offer must be fulfilled by the CUSTOMER. The CUSTOMER is responsible for this himself.
- (4) Insofar as the CUSTOMER provides STÜBER SYSTEMS with protected contents (e.g. graphics, trademarks and other contents protected by copyright or trademark law), the CUSTOMER grants STÜBER SYSTEMS all rights necessary for the execution of the contractual agreement. This especially includes the right to make the corresponding contents accessible to the public. In this context, the CUSTOMER assures that

he possesses all necessary rights to customer materials provided in order to grant STÜBER SYSTEMS the corresponding rights.

- (5) The CUSTOMER has to keep the access data made available to him/her secret and has to ensure that any employees to whom access data are made available also do so. The service of STÜBER SYSTEMS may not be made available to third parties, unless this has been explicitly agreed upon by the parties.

#### 7. Warranty

- (1) In principle, the statutory provisions on warranty in rental agreements apply. The §§ 536b BGB (knowledge of the renter of the defect at the time of conclusion or acceptance of the contract), 536c BGB (defects occurring during the rental period; notification of defects by the renter) apply. However, the application of § 536a para. 2 BGB (right of the tenant to remedy defects himself) is excluded. Also excluded is the application of § 536a para. 1 BGB (liability for damages of the landlord), as far as the standard provides for a liability independent of fault.
- (2) If the CUSTOMER reports a defect, the CUSTOMER has to provide as detailed a description as possible of the respective malfunction in order to enable the most efficient correction of the defect.

#### 8. Liability and Compensation for Damages

- (1) If damages of the CUSTOMER result from the loss of data, STÜBER SYSTEMS is not liable for this, as far as the damages would have been avoided by a regular and complete backup of all relevant data by the CUSTOMER. The CUSTOMER will carry out a regular and complete data backup himself or have it carried out by a third party and is solely responsible for this.
- (2) Otherwise, the regulations concerning the liability of the general part of these General Terms and Conditions apply.

#### 9. Customer Data and Release from Claims of Third Parties

- (1) As technical service provider, STÜBER SYSTEMS stores contents and data for the CUSTOMER, which the CUSTOMER enters, stores and makes available for retrieval when using the Software as a Service. The CUSTOMER commits himself towards STÜBER SYSTEMS not to enter any contents and data that are punishable by law or otherwise absolutely or in relation to individual third parties illegal and not to use any viruses or other programs containing malware in connection with the Software as a Service. In particular, he undertakes not to use the Software as a Service to offer illegal services or goods. The CUSTOMER is responsible for the personal data of himself and his users and, in addition to complying with his data protection obligations, must always check whether the processing of personal data is permitted.
- (2) The CUSTOMER is solely responsible for all content and processed data used by him or his users as well as for any legal positions that may be required for this. STÜBER SYSTEMS does not take note of contents of the CUSTOMER or his users and does not check contents used with the Software as a Service.
- (3) In this context, the CUSTOMER agrees to indemnify STÜBER SYSTEMS from any liability and any costs, including possible and actual costs of legal proceedings, if STÜBER SYSTEMS is

held liable by third parties, including the CUSTOMER's employees personally, as a result of alleged actions or omissions of the CUSTOMER. STÜBER SYSTEMS will inform the customer about the claim and, as far as legally possible, give the CUSTOMER the opportunity to defend the asserted claim. At the same time, the CUSTOMER will immediately and completely inform STÜBER SYSTEMS of all information available to him on the facts which are the subject of the claim.

- (4) Further claims for damages by STÜBER SYSTEMS remain unaffected.

## 10. Duration and Termination of the Contract

- (1) The term of the Agreement begins with the conclusion of the Agreement and lasts 12 months ("Agreement Year"). The term of the Agreement is automatically extended after the end of the respective contractual year by a further contractual year in each case, unless the Agreement is terminated by one of the parties with a time limit of three months to the end of the contractual term.
- (2) The right of each party to terminate the contract for good cause without notice remains unaffected. STÜBER SYSTEMS is particularly entitled to terminate the contract without notice if the customer does not make due payments despite reminder and setting of a grace period or if he violates the contractual provisions regarding the use of the Software as a Service. In any case, a termination without notice requires that the other party receives a written reminder and is requested to eliminate the alleged reason for the termination without notice within a reasonable period of time.
- (3) After termination of the contract, STÜBER SYSTEMS must return to the customer all documents provided by the customer and still in the possession of STÜBER SYSTEMS as well as data carriers related to the present contract and delete the data stored at STÜBER SYSTEMS, provided that no storage obligations or rights exist.
- (4) A termination must be in written form to be effective. The respective other party shall confirm the termination in writing.

## 11. Transfer of Rights and Duties

The assignment of rights and obligations from this contract is only permissible with the prior written consent of STÜBER SYSTEMS. STÜBER SYSTEMS is entitled to entrust third parties with the fulfillment of the obligations from this contract.

## V. Special Provisions for the Promotion of Further Development of Open Source Software

### 1. Subject of the Contract

- (1) These contractual conditions apply to the promotion of the development of the open source software solution ENBREA by the CUSTOMER in accordance with the offer of STÜBER SYSTEMS on which the contract is based.
- (2) The CUSTOMER wishes the development of a special feature or function for the open source software ENBREA.
- (3) The CUSTOMER pays STÜBER SYSTEMS a one-off or recurring remuneration so that STÜBER SYSTEMS can prioritize and carry out the development of the desired function. In return, STÜBER SYSTEMS promises to prioritize the development of

the function and to use the remuneration paid to develop the function.

- (4) STÜBER SYSTEMS will take the CUSTOMER's wishes into account during development. A development success is nevertheless not owed. Nor does STÜBER SYSTEMS promise that the desired functions will remain permanently in the form available at the time the development is completed, since open source software is subject to constant further development.
- (5) The developed functions and features are placed under the same license as the other open source software. The customer is not granted any further rights of use.

## 2. Remuneration

- (1) Compensation is either a one-time payment or a recurring monthly payment.
- (2) The recurring monthly payment is due on the first of each month.

## 3. Contract Period and Termination

- (1) If a recurring payment is involved and no fixed contract term is specified, the contractual relationship may be terminated at any time with effect from the end of the month.
- (2) If a fixed contract term is agreed in the offer, ordinary termination is possible with a notice period of one month to the end of this contract term. If the contractual relationship is not terminated by the end of this period, the contract term is automatically extended by the length of the previous contract term.
- (3) Notice of termination must be given in text form.
- (4) The right to extraordinary termination or termination without notice is not affected by this.

## VI. Special Regulations for Support and Software Maintenance and for Use of the MAGELLAN Interface

If a support or subscription contract or a contract for the use of the MAGELLAN interface is concluded between the parties, the rules of the support contract shall apply in addition to the general rules of these General Terms and Conditions.

## VII. Specific Provisions for Trainings

If a contract is concluded between the parties for the provision of training services, the rules of the training conditions shall apply in addition to the general rules of these General Terms and Conditions.

## B. GTC for the Sale of Products to Consumers

### 1. Scope of Application

- (1) These general terms and conditions are part of all contracts between STÜBER SYSTEMS GmbH, Grabbeallee 31, 13156 Berlin, v. d. Dr. Bernhard Stüber, Dr. Frank Stüber, Amtsgericht Charlottenburg, HRB 95615, USt. IdNr. DE241843885 (hereinafter: "STÜBER SYSTEMS") and its customers, as far as they are consumers according to § 13 BGB (German Civil Code) (hereinafter: "CUSTOMERS"). They are attached to all offers to the



CUSTOMER regarding goods, software or services (hereinafter jointly: "products") of STÜBER SYSTEMS. They apply to all declarations of intent and legal or similar actions in connection with the respective contracts. For legal transactions with persons or companies that do not act as consumers within the meaning of § 13 BGB (German Civil Code), the separate conditions of the GTC for entrepreneurs and other persons that are not consumers apply.

- (2) These contractual conditions apply exclusively. Contract conditions of the CUSTOMER do not apply. Counter-confirmations of the CUSTOMER with reference to his own terms and conditions are explicitly contradicted.
- (3) All offers made by STÜBER SYSTEMS to the CUSTOMER are subject to confirmation and are not legally binding. Only the CUSTOMER submits a legally binding offer with his order. STÜBER SYSTEMS is thereafter entitled, but not obliged, to accept the offer for the conclusion of a contract contained in the CUSTOMER's order within two weeks.
- (4) STÜBER SYSTEMS may accept the offer either explicit by a written or textual statement, or implied by the delivery of the products or the sending of the access data to the CUSTOMER within the time limit. Unless otherwise stated, each offer refers to the respective current edition or version of the products. With the acceptance by STÜBER SYSTEMS the contract is concluded.
- (5) The quality defined in these general terms and conditions, especially in the following special sections, as well as in any offers without engagement made by STÜBER SYSTEMS prior to the conclusion of the contract, if applicable, defines the characteristics of the respective product comprehensively and conclusively. Public statements by STÜBER SYSTEMS or third parties about the products, e.g. illustrations in brochures, advertising material, on the Internet or other media, only serve the general description of the products. They will not become subject matter of the respective contract if they are not expressly agreed upon by contract.
- (6) If the products are ordered by the CUSTOMER via e-mail, STÜBER SYSTEMS will immediately confirm receipt of the order. However, the confirmation of receipt does not constitute an acceptance and a conclusion of contract does not yet take place. An acceptance is also effected here either by an explicit declaration of intent separate from the order confirmation or implied by sending the products or the access data. If the products are ordered by e-mail and a contract is concluded on the basis of these GTC, the order and the declaration of acceptance, all parts of the contract will be stored electronically by STÜBER SYSTEMS. Upon request, all contract components will be sent to the CUSTOMER by e-mail. The conclusion of the contract will be in German language.
- (7) If the products are purchased by the CUSTOMER via the web shop, the presentation on the website does not constitute a legally binding offer. The essential properties, condition and other features of the goods offered by STÜBER SYSTEMS GmbH can be found in the individual product descriptions within the scope of the website of STÜBER SYSTEMS GmbH. The CUSTOMER selects the products by placing them in his shopping cart and starting the ordering process there. For this purpose, he/she must enter his/her personal information in the provided fields. He submits the binding offer to conclude a contract by clicking on the button "Order liable to pay". He has the possibility to correct his entries at any time by using the back and forth buttons as well as the provided input

masks. STÜBER SYSTEMS will immediately confirm the receipt of the order by e-mail. However, the confirmation of receipt does not yet constitute acceptance and a conclusion of contract does not yet take place. Acceptance is also effected here either by an explicit declaration of intent separate from the order confirmation or implied by sending the products or the access data. The text of the contract will be stored by STÜBER SYSTEMS after conclusion of the contract and will be made available to the CUSTOMER upon request. The CUSTOMER can also view the contract text on the website. The contract is concluded in German language.

## 2. Remuneration, Prices and Terms of Payment

- (1) The CUSTOMER shall pay the remuneration agreed between the parties.
- (2) The prices shown for products are final prices including value added tax and transport costs.
- (3) The purchase price for products is due immediately upon acceptance of the order by STÜBER SYSTEMS GmbH. The payment has to be effected at the CUSTOMER's option by bank transfer or, where offered, by credit card.

## 3. Defects and Warranty

- (1) STÜBER SYSTEMS GmbH does not give any guarantees for the quality of the goods delivered to CUSTOMERS. In particular, the product or goods descriptions reproduced on the website of STÜBER SYSTEMS GmbH do not have the character of a guarantee.
- (2) In the event of defects, the CUSTOMER's claims for subsequent performance, reduction and withdrawal from the contract shall be governed by the statutory provisions. Compensation for damages can only be claimed under the conditions of the following item 4.

## 4. Limitation of Liability

- (1) Subject to the following paragraphs 2 and 3, claims for damages by the CUSTOMER, for whatever legal reason, as well as his claims for reimbursement of futile expenses shall be limited to the amount of (a) the price agreed upon in this respect with regard to the delivered products causing the damage and (b) otherwise excluded.
- (2) The limitation of liability according to paragraph 1 shall not apply if the cause of damage is based on a grossly negligent or intentional breach of duty or on at least a negligent breach of essential contractual obligations; in the case of a negligent breach of essential contractual obligations, however, liability shall be limited in amount to the typically foreseeable damage.
- (3) Furthermore, the limitation of liability according to para. 1 does not apply to damages resulting from injury to life, body or health, in case of liability according to the Product Liability Act or as far as STÜBER SYSTEMS has fraudulently concealed a defect or exceptionally assumed a guarantee.

## 5. Right of Withdrawal

- (1) The CUSTOMER has the right to revoke sales contracts for delivery of goods within 14 days without giving reasons. Conditions and consequences of the right of revocation are described in the instruction in the APPENDIX.

- (2) In the event of revocation, the CUSTOMER is obliged to pay compensation for any deterioration in value resulting from the intended use of the goods. The CUSTOMER can avoid this if he only checks the goods for usability and suitability.
- (3) The right to revoke the contract exists independently of any claims for defects by the CUSTOMER.

## 6. Miscellaneous

- (1) German law shall apply exclusively, excluding the provisions of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG), unless mandatory consumer law of another member state of the European Union provides otherwise.
- (2) The conclusion of the contract as well as subsequent amendments and additions to the contract must be in written form to be effective. This also applies to the amendment of this clause. Oral collateral agreements are not made.
- (3) Should a provision of this contract be or become invalid, contain an inadmissible deadline or a loophole, the legal validity of the remaining provisions shall remain unaffected. As far as the invalidity does not result from a violation of §§ 305 ff. BGB (validity of general terms and conditions), an effective provision shall be deemed agreed instead of the invalid provision, which comes closest to the economic purpose of the parties. The same applies in the case of a loophole. In the case of an inadmissible time limit, the legally permissible measure shall apply.

## C. Appendix to the General Terms and Conditions for the Sale of Products to Consumers

### I. Cancellation Policy

Insofar as you order products from us as a consumer in accordance with § 13 BGB (German Civil Code), i.e. you are neither acting in your commercial nor your self-employed professional activity, you have a right of revocation in accordance with the following provision:

### II. Right of Withdrawal

You have the right to revoke this contract within fourteen days without giving reasons.

The revocation period is 14 days from the day on which you or a third party designated by you, who is not the carrier, took possession of the goods.

To exercise the right of withdrawal, you must inform us by means of a clear statement (e.g. by letter sent by post, fax or e-mail) of your decision to withdraw from the contract. It is sufficient to observe the cancellation period, that you send the notification of the exercise of the right of withdrawal before the end of the withdrawal period.

The withdrawal must be addressed to:

**STÜBER SYSTEMS GmbH**  
**Grabbeallee 31**  
**13156 Berlin**  
**Germany**

### III. Consequences of Withdrawal

If you revoke this Agreement, we shall reimburse you for all payments we have received from you, including delivery charges (other than any additional charges arising from your choice of a different method of delivery to the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date on which we receive notice of your revocation of this Agreement. For this refund, we will use the same means of payment that you used for the original transaction, unless explicitly agreed otherwise with you; in no event will you be charged for this refund.

We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and in any event no later than fourteen days from the date on which you notify us of the cancellation of this agreement. The time limit shall be deemed to have been observed if you dispatch the goods before the expiry of the fourteen-day period.

You shall bear the direct costs of returning the goods. You shall only be liable for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing their condition, properties and functionality.

If you have any questions regarding your right of withdrawal and/or our offers, you can contact us by phone at **+49-30-23256-1900** and by e-mail at the following address **hello@stueber.de**.