GENERAL TERMS AND CONDITIONS

FOR

ATOSS SOFTWARE PURCHASE OF ATOSS PRODUCTS (ON PREMISES)

("GTC SOFTWARE PURCHASE")

I. Part: General Terms and Conditions

§ 1 Applicability of these GTC SOFTWARE PURCHASE

1. Scope of applicability: These GTC SOFTWARE PURCHASE shall govern the rights and obligations concerning the software transfer for an indefinite period ("Software Purchase") under the CONTRACT between the CUSTOMER and the COMPANY. The following provisions shall apply accordingly to pre-contractual relationships between the PARTIES.

   Deviating, conflicting or supplementary general terms and conditions of the CUSTOMER shall not apply, even, for example, if the COMPANY does not expressly object to their applicability or if the COMPANY provides the services without reservation in the knowledge of the general terms and conditions of the CUSTOMER.

2. Definitions: The definitions and clarifications set out in II. Part shall apply to these GTC SOFTWARE PURCHASE.

§ 2 Supply of ATOSS PRODUCTS

1. General: The COMPANY shall make the ATOSS PRODUCTS with the corresponding DOCUMENTATION available to the CUSTOMER in accordance with the provisions of the CONTRACT by (i) - at the COMPANY´s option – dispatch on DVD or provision for download and (ii) by transmission of activation codes ("License Keys"). The scope of services and the essential product features of the ATOSS PRODUCTS are described in more detail in the DOCUMENTATION. The LICENSE METRIC of the ATOSS PRODUCTS ordered by the CUSTOMER and used on its system environment will be shown in the OFFER.

2. ATOSS PRODUCTS: The CUSTOMER shall observe the requirements set out in the DOCUMENTATION and comply with them at its own expense. The COMPANY shall supply the ATOSS PRODUCTS in a manner that is subject to the system requirements specified in the DOCUMENTATION. The provision and operation of a system environment as well as its security, which are required for the use of the ATOSS PRODUCTS at the CUSTOMER, and data backups shall not be subject matter of the CONTRACT. The CUSTOMER shall therefore independently provide the required IT infrastructure and conditions for its operation. The COMPANY shall not be obliged to provide advice or information on any required licensing about the Customer´s use of third-party products.

§ 3 Rights of the CUSTOMER

The COMPANY grants the CUSTOMER the simple (non-exclusive), non-transferable, non-sublicensable right to use the ATOSS PRODUCTS for an unlimited period of time to support its own internal business purposes and the internal business purposes of its AFFILIATED COMPANIES. In the event the CUSTOMER´s AFFILIATED COMPANIES use the ATOSS PRODUCTS, the CUSTOMER shall be liable for their infringements, including their vicarious agents and legal representatives, as for its own infringements.

The right of use shall include the installation, configuration and running of the ATOSS PRODUCTS including any copies that are necessary for the intended use. This shall include the creation of any necessary backup copies. With the exception of the MODULES, which for technical reasons must be operated on specific system environments in accordance with the DOCUMEN-

TATION, the ATOSS PRODUCTS shall be installed on only one server instance or in a previously defined cluster configuration, each of which requires a unique identifier. The ATOSS PRODUCTS may be used by accessing peripheral units ("Clients") to the relevant server instance or cluster configuration - insofar as agreed in the OFFER - in compliance with each licence model. Furthermore, the CUSTOMER is entitled to use the ATOSS PRODUCTS on one (1) server instance for testing, archiving (data backup) and other non-productive purposes. The DOCUMENTATION may be reproduced for internal use. A secondary license is required for use on additional server instances. If the selected server instance is temporarily non-operational due to maintenance work or because of a hardware replacement, the software may be used temporarily on another server instance. If the CUSTOMER completely replaces the server instance, it shall be obliged to irretrievably delete the installed ATOSS PRODUCTS from the server instance previously used.

The CUSTOMER´s right of use shall be subject to timely payment of the agreed fees for the software purchase.

The CUSTOMER will not receive the source code. If desired by the CUSTOMER, the current version of the source code and the associated DOCUMENTATION can be deposited, at the CUSTOMER´s expense, on a sealed data carrier at a generally known depository (e.g. TÜV SÜD Product Service GmbH, Munich, Germany). The CUSTOMER shall be entitled to use the source code version of the licensed ATOSS PRODUCTS solely in one of the following cases and exclusively for the purpose of troubleshooting, adapting the licensed ATOSS PRODUCTS to changed requirements, further development or other maintenance work:

- Insolvency proceedings have been opened against the assets of the COMPANY or a corresponding application has been rejected for lack of assets (submission of a certified extract from the commercial register).
- The COMPANY has been deleted due to insolvency or a liquidation resolution has been entered in the commercial register (presentation of a certified extract from the commercial register).
- Written consent of the COMPANY to use the source code version of the licensed ATOSS PRODUCTS.

§ 4 Obligations of the CUSTOMER

1. Restrictions on use: Within the scope of use, the CUSTOMER may not,

a) use the ATOSS PRODUCTS for the purpose of granting benefits to THIRD PARTIES (e.g. for the performance of corporate tasks of THIRD PARTIES), to sell them to THIRD PARTIES, to transfer them, to lease them or to make them available to THIRD PARTIES or to have them operated by THIRD PARTIES in any other way, for example in the course of an independent outsourcing or data center operation of THIRD PARTIES;

b) use the ATOSS PRODUCTS to develop independent programs, for example by using the source code or by scripting, in order to map functions that are already contained in the ATOSS PRODUCTS based on the DOCUMENTATION;

c) edit or otherwise modify the ATOSS PRODUCTS (both of which concern changes in the source code), reverse engineer, disassemble, decompile, or attempt to do so;

d) use the ATOSS PRODUCTS in a manner contrary to the provisions of the CONTRACT;

e) use the CLOUD SERVICE contrary to the LICENSE METRIC;

f) use the ATOSS PRODUCTS in a manner that violates any legal framework (i.e. applicable law, case law or official orders), as is the case, for example, with the storage and transmission of immoral, racist, criminal or discriminatory content;

g) transmit malware (viruses, worms, Trojans, spyware or other computer codes, files or programs, etc.) which may disable, overload, hack or otherwise interfere with or damage the use of the ATOSS PRODUCTS or any applications, services or hardware connected to them.

The CUSTOMER shall indemnify the COMPANY against all claims by THIRD PARTIES which are based on an unauthorised use of the ATOSS PRODUCTS by the CUSTOMER or are made with the CUSTOMER´s approval or which arise in particular from disputes under data protection law, copyright law or other legal disputes which are based on an unauthorised use or an unauthorised adaptation of the ATOSS PRODUCTS by the CUSTOMER or a THIRD PARTY with the CUSTOMER´s approval. If the CUSTOMER recognises or must recognise that such a breach is imminent, it shall be obliged to inform the COMPANY without undue delay and to take all necessary defensive or corrective measures.

2. Additional obligations of the CUSTOMER: The CUSTOMER shall in particular:

a) independently carry out the implementation, configuration, parameterisation, maintenance of master data and other measures for customising the ATOSS PRODUCTS; in doing so, attention must be paid to the complete implementation of the announced requirements, as otherwise the stability of MODULES may be impaired;

b) take appropriate measures to ensure communication between the CUSTOMER and the COMPANY (e.g. ensuring that e-mails from the known contacts of the COMPANY are not intercepted by the spam filter).

The CUSTOMER may commission the COMPANY to assist with the aforementioned obligations (with the exception of lit. b)) based on a separate order and additional fee. The General Terms and Conditions for Work and Services of the COMPANY, which are available on the website https://www.atoss.com/en-gb/general-terms-and-conditions, shall apply to separate orders.

§ 5 Rights of the COMPANY

1. Temporary restrictions on use: The COMPANY may temporarily prohibit the use of ATOSS PRODUCTS if there is a valid reason for doing so. Valid reasons shall exist in particular (i) if the ATOSS PRODUCTS are used by the CUSTOMER in violation of laws or the CONTRACT; or (ii) if the CUSTOMER is in default with the payment of the remuneration. To the extent reasonable, the COMPANY shall give the CUSTOMER an advanced warning that use will be prohibited and shall give the CUSTOMER the opportunity to remedy the situation by setting a reasonable deadline. The COMPANY shall limit the aforementioned measures in terms of time and scope as deemed justifiable given the individual circumstances and shall revoke them without undue delay as soon as it is proven that there is no longer a valid reason.

2. Right to inspection: The CUSTOMER grants the COMPANY the right to verify compliance with the terms of the CONTRACT by objectively suitable (technical) measures. The CUSTOMER shall, upon request, assist the COMPANY in the inspection to the extent necessary and ensure that the inspection can be carried out without hindrance. The COMPANY will give notice of at least five (5) BUSINESS DAYS for a system inspection. Should the inspection reveal a breach of CONTRACT (e.g. a breach of the LICENCE METRIC), the costs of the inspection shall be borne by the CUSTOMER. For each case of violation of the agreed LICENSE METRIC, the CUSTOMER undertakes to pay any additional fees on the basis of the COMPANY´s prices valid at the time.

3. Further rights of the COMPANY shall remain unaffected.

§ 6 Intellectual property

1. Intellectual property of the COMPANY: The intellectual property, industrial property rights and all other rights of the COMPANY (i) to the ATOSS PRODUCTS, including software, technologies, databases, (ii) to the DOCUMENTATION and other materials shall remain with the COMPANY. This shall also apply if they are processed, translated or combined unchanged or processed with third-party products by the CUSTOMER or a THIRD PARTY. The CUSTOMER shall be strictly prohibited from removing the copyright notice in the ATOSS PRODUCTS or other provided materials.

2. ANALYSES: The COMPANY and / or its AFFILIATED COMPANIES may conduct analyses, investigations, evaluations and measurements (collectively "ANALYSES"), provided that they contain exclusively anonymous or anonymized usage data (e.g. duration and frequency of use of functions, mouse clicks, etc.) and / or other anonymous or anonymized data and information, such as license information, technical information or such information resulting from the technical, functional framework conditions of the deployment and use of the CLOUD SERVICE by the CUSTOMER. The data used for the ANALYSES are either already anonymous by nature, i.e. without personal reference in the meaning of the GDPR, or are anonymized for the purpose of the ANALYSES.

   For example, COMPANY may conduct ANALYSES for the following purposes: (i) to improve the product and service portfolio, technical resources and support, (ii) to research, develop and enhance CLOUD SERVICES and professional services, (iii) to verify and ensure data integrity, (iv) to prepare forecasts and demand scenarios, (v) to identify and evaluate correlations and trends in industry segments, (vi) to establish and expand AI (artificial intelligence) applications, and (vii) for anonymous benchmarking. ANALYSES and the anonymous or anonymized data

may be automatically forwarded by the COMPANY to itself and / or to its AFFILIATED COMPANIES.

Non-anonymized, and thus personal, data will – unless otherwise agreed – only be used to provide the contractually agreed services in accordance with the provisions of the DPA.

The COMPANY shall become the sole legal owner of the data obtained from the ANALYSES at the time of its creation. The intellectual property, industrial property rights and all other rights to the CUSTOMER DATA shall remain with the CUSTOMER or the other holders of rights.

§ 7 Fees and payment methods

1. The CUSTOMER shall pay the agreed one-time fee. The one-time fee will be invoiced upon delivery of the ATOSS PRODUCTS as supplied. Invoices may be issued in paper form or electronically. Any repeat orders will be placed on the basis of the COMPANY´s then current prices.
2. Payments are due within ten (10) days of the invoice date without deduction.
3. The CUSTOMER may set off only those claims which are undisputed or have been finally determined by a court of law.
4. Insofar as the CONTRACT provides a binding price (if applicable, for a specific period) for ATOSS PRODUCTS (e.g. for additional MODULES and/or license extensions) and/or for the provision of professional services by the COMPANY (e.g. daily rates for CONSULTANTS, training courses, flat rates e.g. for setting up terminals, test systems or VPN tunnels as well as for any travel costs and expenses), which the CUSTOMER may order from the COMPANY after conclusion of the CONTRACT, COMPANY shall no longer be bound to these prices if the official consumer price index for the Federal Republic of Germany or the index replacing it increases in one month by more than thirty (30) percentage points compared to the same month of the previous year.

§ 8 Warranty

The COMPANY's warranty is governed by the provisions under this § 8. The COMPANY warrants that the ATOSS PRODUCTS are free from THIRD PARTY proprietary rights and free from material defects. The ATOSS PRODUCTS are free from material defects if they are largely consistent with the functions described in the DOCUMENTATION. The COMPANY shall be released from its warranty obligations insofar as the CUSTOMER uses the ATOSS PRODUCTS contrary to the provisions of the CONTRACT or uses them under system conditions which deviate from the requirements described by the COMPANY. There shall be no warranty obligations on the part of the COMPANY with regard to any required licensing with THIRD PARTIES.

1. Claims in the case of property rights of THIRD PARTIES: The COMPANY shall defend the CUSTOMER against all claims asserted against the CUSTOMER by a THIRD PARTY on account of an infringement of a copyright or any other industrial property right in connection with the contractual use of the ATOSS PRODUCTS and shall indemnify the CUSTOMER against the costs and damages imposed by the courts in accordance with § 9 (Liability). This cumulatively requires that the CUSTOMER (i) informs the COMPANY in writing without undue delay after becoming aware of the assertion of the claims by the THIRD PARTY, (ii) does not at any time make an acknowledgement of the alleged infringement of property rights or a comparable admission of guilt, (iii) leaves the COMPANY in sole control of the defence and settlement negotiations of the claims with the THIRD PARTY and (iv) supports the COMPANY within the scope of what is reasonable in the defence of the claims. In the event of a legal dispute or arbitration proceedings with the THIRD PARTY, the CUSTOMER shall leave the management of the legal dispute / arbitration proceedings to the COMPANY, grant power of attorney to the lawyer appointed or designated by the COMPANY and provide the latter with information to the extent required. Insofar as the CUSTOMER cannot fully transfer the judicial and extrajudicial legal defence to the COMPANY, the CUSTOMER shall instead grant the COMPANY sole control over this in the internal relationship; the COMPANY shall then carry out the legal defence in agreement with the CUSTOMER. If it is legally established or if there is reasonable suspicion that the ATOSS PRODUCTS or parts thereof are subject to THIRD PARTY rights, the COMPANY may, at its own expense and at its own discretion, either acquire the THIRD PARTY rights for the parts in question or replace the parts in question or modify them in such a way that they no longer infringe upon the THIRD PARTY rights but still substantially meet the agreed requirements. If the aforementioned measures are not possible with reasonable effort, either PARTY may terminate this CONTRACT in whole or in part without notice in writing.

2. Material defects: Claims for defects may only be asserted if the material defects are reproducible or ascertainable. The CUSTOMER shall notify the COMPANY without undue delay in writing of any material defects, stating the information known to the CUSTOMER and useful for detection, and shall take suitable measures to facilitate the detection of the material defect and to avert or reduce its effects. The COMPANY shall remedy material defects at its discretion. In this context, the COMPANY shall be entitled to provide the CUSTOMER with equivalent services or a corresponding workaround solution via download as a remedy for defects. If the rectification fails even after the third attempt or if the COMPANY does not succeed in providing a workaround so that the relevant MODULE is essentially usable for the CUSTOMER, the CUSTOMER shall be entitled to reduce the one-time fee or to withdraw from the CONTRACT with regard to the relevant MODULE or in its entirety, insofar as the CUSTOMER cannot otherwise reasonably be expected to continue the CONTRACT due to the material defect. If the COMPANY is at fault, the CUSTOMER shall be entitled to claim damages or reimbursement of futile expenses in accordance with § 9 of the GTC SOFTWARE PURCHASE.

§ 9 Liability

1. Unlimited liability: The COMPANY shall assume unlimited liability in accordance with the statutory provisions in the event of wilful intent and gross negligence, as well as in the event of culpable injury to life, limb or health and to the extent of a guarantee accepted by the COMPANY.
2. Liability in case of minor negligence: Subject to § 9 clause 1, the COMPANY shall be liable in the event of a minor negligent breach of an obligation, the fulfilment of which is a requirement for the proper performance of the CONTRACT or on the observance of which the CUSTOMER regularly relies and may rely (“CARDINAL OBLIGATION”), limited to the amount of foreseeable damage typical for the CONTRACT.
3. Clarification: In the cases of § 9 clause 2, the COMPANY´s liability shall be limited to EUR 25,000 regardless of the legal grounds.
4. Liability disclaimer: In all other respects, the COMPANY´s liability shall be excluded. Except in the cases set out in § 9 clause 1, the COMPANY shall in particular not be liable for profits lost, savings forfeit, losses resulting from THIRD PARTY claims and other indirect and consequential damages. Excluded are court-imposed costs and damage reimbursement payments which the COMPANY assumes in accordance with § 8 clause 1 of these GTC SOFTWARE PURCHASE in connection with assertions of property rights by THIRD PARTIES. The COMPANY shall not be liable for any consequences based on the CUSTOMER´s failure to use the ATOSS PRODUCTS in accordance with the system requirements or these GTC SOFTWARE PURCHASE.
5. Force majeure: The COMPANY shall not be liable for EVENTS OF FORCE MAJEURE which make it substantially more difficult for the COMPANY to deliver the ATOSS PRODUCTS including fulfilment of any warranty obligations, or which temporarily impede or render impossible the proper performance of the CONTRACT.

§ 10 Limitation period

With the exception of claims due to wilful intent or gross negligence or due to injury to life, body or health, a limitation period of one (1) year shall apply to liability and warranty claims against the COMPANY. The limitation period shall commence from the statutory commencement of the limitation period.

§ 11 Confidentiality

The PARTIES shall be obliged to treat all CONFIDENTIAL INFORMATION obtained within the context of the contractual relationship as confidential for an unlimited period of time, in particular they may not disclose it to THIRD PARTIES or use it other than for contractual purposes. Insofar as disclosure to THIRD PARTIES is necessary for the exercise of rights or for the performance of the CONTRACT, these THIRD PARTIES shall be obliged to comply with non-disclosure obligations that are largely comparable to § 11 of this document. The receiving PARTY may disclose CONFIDENTIAL INFORMATION by way of exception to the extent that it is required to disclose the CONFIDENTIAL INFORMATION pursuant to a binding legal, judicial or regulatory decision. Prior to disclosure, the PARTY which received the CONFIDENTIAL INFORMATION undertakes to promptly notify the other PARTY in writing of the order to disclose the CONFIDENTIAL INFORMATION so that the other PARTY may take timely remedies to prevent or limit the disclosure. If it lodges an appeal, the other PARTY continues to be bound by the obligation

of secrecy as long as the appeal has suspensive effect. The disclosing PARTY will inform the receiving PARTY of the filing of an appeal.

§ 12 Data protection

By signing the CONTRACT, the COMPANY and the CUSTOMER have concluded a DPA in accordance with the GDPR. All processing of non-anonymised, personal CUSTOMER DATA shall be carried out by the COMPANY on behalf of the CUSTOMER on the basis of the DPA.

When the COMPANY delivers the ATOSS PRODUCTS, the CUSTOMER shall ensure that only personal data relating to the specific individual case can be viewed remotely by the CONSULTANT.

The transmission of non-anonymised, personal CUSTOMER DATA (e.g. test data, employee master data, etc.) to the COMPANY by means of transmission and communication channels that have not been mutually agreed upon in advance is not permitted.

§ 13 Final provisions

1. Written form: Amendments and supplements to the CONTRACT shall only be effective if made in writing. This also applies to the waiver of the written form requirement or the waiver of this written form clause itself.
2. Amendments to the CONTRACT: The COMPANY shall be entitled to amend or supplement the provisions of the CONTRACT insofar as this does not negatively affect the equivalence relationship agreed upon at the time the CONTRACT was concluded with regard to essential elements of the CONTRACT and the amendments are reasonable for the CUSTOMER. The right to amend the CONTRACT in particular includes changes with regard to (i) technical developments, (ii) changes in the legal framework. The COMPANY will inform the CUSTOMER of the planned amendments in advance. The amendments shall be deemed to have been accepted by the CUSTOMER if it does not object to the COMPANY in writing or text form within six (6) weeks after notification. In the notice of amendment, the COMPANY shall also draw the CUSTOMER´s attention to the intended significance of its conduct. If the CUSTOMER objects to the amendments, the COMPANY may terminate the CONTRACT by giving one (1) month's notice. The provisions in § 3 sec. 3 DPA and § 6 sec. 4 DPA shall always take precedence over this right to amend.
3. Transfer: The PARTIES may not assign or transfer the CONTRACT or individual rights and obligations under the CONTRACT without the prior written consent of the other PARTY. However, the transfer to an AFFILLIATED COMPANY of the COMPANY does not require the consent of the CUSTOMER.
4. Updating of contact details of the main contacts: The CUSTOMER is responsible for keeping the contact details of its main contacts (in particular contractual and technical main contact) provided to the COMPANY in the CONTRACT, up to date and for notifying the COMPANY of any changes.
5. Choice of law, place of jurisdiction: The laws at the registered office of the COMPANY shall apply exclusively to all claims arising from or in connection with the CONTRACT; the application of the "Uniform UN Sales Law" (United Nations Convention on Contracts for the International Sale of Goods) shall be expressly excluded. The exclusive place of jurisdiction for all disputes arising from or in connection with the CONTRACT shall be the registered office of the COMPANY.

II. Part: Definitions and clarifications

1. To the extent the masculine form for certain persons or groups of persons is exclusively used in the GTC SOFTWARE PURCHASE, it is merely for the sake of simplification. The relevant wording shall refer equally to all genders.
2. Insofar as a declaration is to be made "in written form" or "in writing" in accordance with these GTC SOFTWARE PURCHASE, it may also be made by the COMPANY in text form, in particular by e-mail, to the relevant contact person of the CUSTOMER, with the exception of notices of termination.
3. In all other respects, the following definitions shall apply:

   "GTC SOFTWARE PURCHASE" means these General Terms and Conditions;

"ANALYSES" means the analyses, investigations, evaluations and measurements of anonymised CUSTOMER DATA and / or other data and information, such as licence information, technical information or such information resulting from the technical, functional framework conditions of the deployment and use of the ATOSS PRODUCTS by the CUSTOMER, as described in more detail in § 6 clause 2 of the GTC SOFTWARE PURCHASE;

"OFFER" means the letter of offer from the COMPANY defining the content of the performance by the COMPANY. Insofar as the PARTIES extend the content of the performance as a result of supplementary orders, this term shall also refer to the supplementary offer in its most recently amended version;

"ATOSS PRODUCTS" means the entirety of the software programs which the COMPANY delivers to the CUSTOMER in accordance with the CONTRACT in object code as MODULES for the purpose of installation and use on the CUSTOMER´s system. The CUSTOMER will not receive the source code;

"DPA" means the Data Processing Agreement, that the COMPANY as Processor and the CUSTOMER as Controller conclude pursuant to Article 28 of the GDPR by signing the CONTRACT as an integral part of the CONTRACT with respect to the collection, processing and use of the CUSTOMER´s personal data. The DPA is available on the ATOSS website at https://www.atoss.com/en/data-protection-agreement;

"DOCUMENTATION" means, collectively, the following documents at this time: (i) the annex called “System Releases and Requirements”, (ii) the annex called “Product Description” and (iii) the COMPANY’s reference manual and other technical documentation provided by the COMPANY, in each case as amended;

"THIRD PARTY" means any natural person or legal entity other than the PARTIES and their AFFILIATED COMPANIES, their salaried and freelance employees, temporary workers and external consultants (such as management consultants, auditors and legal advisors) engaged by the PARTIES;

"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

"EVENT OF FORCE MAJEURE" means an event which could not have been foreseen by the PARTIES and which could not have been avoided even by exercising due care. This includes in particular natural disasters, fire and water damage, storms, terror, war, strikes and industrial disputes, diseases (including epidemics and pandemics), insofar as a risk level of at least “moderate” is defined by the Robert Koch Institute or by an assessment of the World Health Organisation WHO;

"COMPANY" means the contracting ATOSS Group Company;

"CARDINAL OBLIGATION" means, in accordance with § 9 clause 2 of the GTC SOFTWARE PURCHASE a material contractual obligation the fulfilment of which is a prerequisite for the proper performance of the CONTRACT or on the fulfilment of which the CUSTOMER regularly relies and may rely;

"CUSTOMER" means the contracting party of the COMPANY;

"CUSTOMER DATA" means the personal data or other data which the CUSTOMER enters into, processes and stores in the ATOSS PRODUCTS;

"LICENSE METRIC" results from the licence model named in the OFFER and the specification of the agreed scope of the licence. Regular licence models that can be considered are

(a)*"Employee master record-based licensing model*": Here, licensing takes place on the basis of a fixed number of employee master records. The term "employee master record" means the employee master records of the respective MODULE created in a database. The term "active employee master records" refers to the master records stored in the database relating to employees whose data can be edited without restriction. The term "inactive employee master records" refers to the master records stored in the database with regard to employees whose data can only be read and thus, in particular, cannot be changed;

(b)*"User-based licensing model (Named User)"*: Here, licensing is based on a fixed number of specific users (Named Users) who are authorised to use a MODULE. These Named Users can be deleted at any time and replaced by a corresponding number of new Named Users to be released for the respective MODULE. A Named User is not entitled to pass on or transfer his

access data to the relevant MODULE. The access data must be treated confidentially by the Named User. The CUSTOMER shall inform the Named User about this;

(c) "*Concurrent User Licences*"*:* Here, licensing is based on a fixed number of Concurrent Users. In this case, the CUSTOMER shall only be entitled to use the licensed material through simultaneous access by the specified number of users (Concurrent Users);

(d) "*Terminal-based licensing model*": Here, licensing is based on the connection of a fixed number of capture terminals or other hardware, i.e. use is limited to this fixed number of external hardware devices to which the MODULE is connected;

(e) "*Other licensing models*": Other licence models require description and individual agreement in the CONTRACT;

"MODULES" means the COMPANY software programmes ordered by the CUSTOMER. The MODULES are made available to the CUSTOMER by the COMPANY for use in a non-parameterised state in their standard functions based on the attachment called Product Description;

"PARTY" means either the CUSTOMER or the COMPANY as the respective contracting party; collectively, both contracting parties are referred to as “PARTIES”;

"AFFILIATED COMPANY" means any entity that is directly or indirectly controlled by or under common control with a PARTY. “Control” for the purposes of this definition means (i) direct or indirect ownership or control of more than 50% of the voting shares of the relevant company and / or (ii) the ability to direct or cause the direction of the management and policies of the relevant company;

"CONTRACT" means the entirety of the rights and obligations of the PARTIES arising, as the case may be, from (a) the OFFER, (b) these GTC SOFTWARE PURCHASE, (c) the DPA, (d) the DOCUMENTATION and (e) the other annexes referenced in the OFFER; the CONTRACT shall be concluded by written order confirmation or countersignature by the COMPANY vis-à-vis the CUSTOMER;

"CONFIDENTIAL INFORMATION" means any information, including data and other materials, which the COMPANY or the CUSTOMER – whether communicated in writing, electronically or orally– (i) has designated as “confidential” or otherwise deemed confidential or (ii) which a reasonable THIRD PARTY would, by its nature or by reason of the circumstances, consider to be entitled to protection and therefore confidential. Such confidential information shall in particular include the CUSTOMER DATA, information on the business activities and / or processes of the PARTIES as well as all software, technologies and know-how of the COMPANY in any form, including the MODULES, DOCUMENTATION and their updates and adaptations, the business model as well as the cooperation partners and suppliers of the COMPANY, prices, offer documents, (marketing) ideas, brochures, advertising materials and presentations, concepts as well as all copies and records made thereof. Confidential Information shall not include information (i) expressly marked as “non-confidential” by the disclosing PARTY; (ii) lawfully developed or acquired by the receiving PARTY without any obligation of confidentiality; (iii) which is already generally known or subsequently becomes generally known through no fault of the receiving PARTY or as a result of a breach of CONTRACT; (iv) which is communicated or provided to the receiving PARTY by a THIRD PARTY entitled to make disclosure without breach of these GTC SOFTWARE PURCHASE or (v) which has been released for disclosure by the disclosing PARTY with express written permission;

"BUSINESS DAY" means the weekdays from Monday to Friday (excluding public holidays recognised by law at the registered office of the COMPANY).

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