cellcentric GmbH & Co. KG

General Terms and Conditions of Purchase for IT Part G – Rental of Standard Software

(Version 03/21)

1. Subject matter of the contract/scope of services

1.1 General

These special provisions of the AEB-IT (Part G) as they are at the time of conclusion of the contract shall always apply to the rental of software together with the general provisions of the AEB-IT (Part A) as a uniform part of the contract.

1.2 Software

The contractor shall provide the client with the software programs designated in the order, as well as the associated documentation (collectively "Software") for use during the term of the contract. The software corresponds to the current and recognized state-of-the-art technological standards during the term of the contract.

1.3 Documentation

The software shall be provided with documentation in German (for German-speaking locations) or English in printed or printable form. This documentation, in particular, for installation, use and operation, is part of the main service obligation. The documentation must be sufficient to allow an average user to use the software without assistance from the contractor. Supplied operating manuals must enable an IT specialist to install and operate the software.

The contractor shall provide the client with a sufficient number of up-to-date documentations, so that the group of persons authorized to use the software can use it to the agreed extent without further ado.

1.4 Briefing

During the test and trial operation to be carried out, the contractor shall instruct the client to the necessary extent.

1.5 Software maintenance

The contractor shall maintain the software in a condition suitable for use in accordance with the contract during the rental period, and shall provide any maintenance services required for this purpose.

1.5.1 Elimination of faults

The client shall notify the contractor of any faults that occur. A malfunction shall exist if the software does not perform the function specified in the documentation, delivers incorrect results, interrupts its run in an uncontrolled manner, does not behave in a functional manner in any other way, exhibits information security vulnerabilities or cannot be operated as described in the documentation, so that the use of the program is impossible or restricted.

The contractor shall locate, analyze and remedy malfunctions reported by the client, detected by the contractor in connection with its activities or disclosed by the software manufacturer. Upon receipt of a malfunction report, the contractor shall inform the client by when the reported malfunction will be remedied.

The contractor shall eliminate malfunctions within the agreed times, otherwise within a reasonable period of time. If the elimination of a malfunction after its analysis turns out to require extensive work, the contractor shall, in coordination with the client, provide at least a temporary substitute or workaround solution so that significant impairments to the client's business operations are avoided; agreed service levels shall be observed. The obligation to ultimately eliminate the disruption within a reasonable period of time remains unaffected.

Faults due to information security vulnerabilities of the software must be eliminated immediately.

1.5.2 Updates of the software/delivery of new versions

The contractor shall ensure the ongoing further development of the standard software and shall provide the client with upgrades and new versions of the software. He shall provide the client with an upgrade or a new version of the software at regular intervals, but at least once a year.

The client shall be provided with corrections, patches, updates, upgrades, new versions or similar, as well as the respective updated documentation (collectively "Updates"), including within the scope of troubleshooting.

The contractor is obliged to adapt the software to changed laws. This obligation is fulfilled if the usability of the software is not (or only insignificantly) restricted under the changed legal provisions.

Updates shall be delivered by sending or handing over the machine-readable code on a commercially available data carrier or by sending it by remote data transmission. The client receives the corresponding updated documentation in printed or printable form.

Updates that may have an impact on the productivity of the software at the client shall be installed within a maintenance window to be coordinated with the client. The client may refuse to perform troubleshooting and/or updates to the software if they do not have the same material compatibility and functionality as the part of the software that was replaced.

1.5.3 Changed system requirements

The contractor is entitled to make changes to the software, provided that these serve to secure and further develop the functionality. Previous system requirements must always be taken into account in the further development of the software. Upgrades or new versions of the software must not stipulate system requirements that are significantly different from the previous versions.

1.5.4 Observance of the service levels

The contractor shall remedy faults in the software within the times to be agreed in a Service Level Agreement, otherwise within a reasonable period of time.

1.6 Installation

If agreed in individual contracts, the software shall be installed, integrated and configured by the contractor and handed over to the client ready for operation. In this case, it shall be incumbent on the client to provide the system requirements (hardware and other software) for the software necessary for proper installation on the provision date if the contractor has notified the client of these in writing prior to the conclusion of the contract. The contractor shall inform the client at least two weeks before the installation is carried out of the time of installation and of the possible need for a prior backup of software and user data.

1.7 Rent

Services according to clause 1.2 to clause 1.5 are included in the rent; this also applies to clause 1.6, provided that the installation is agreed upon in an individual contract.

1.8 Additional services

Upon the client's request, the contractor shall provide additional software modules or programs in accordance with a separate order. Clauses 1.2 to 1.5 apply to this.

The contractor shall, upon request and against separate remuneration, provide training of the client's employees for the use of the software.

The contractor shall not be liable for the repair of faults caused by the use of force or improper handling (non-functional use) within the scope of the rental period. The contractor shall remedy such disruptions at the client's request, unless the performance of the service is unreasonable for the contractor. In this case, the contractor may invoice such services separately.

2. Provision, takeover of the services

The software shall be provided ready for operation at the agreed place of performance (place of use) on the agreed date.

The software shall be provided for use in its entirety and with the agreed scope of functions, the documentation and all other documents required for use. In a test and trial operation, the software is checked for completeness and its functions according to the order and the documentation provided. In the event of significant defects during the test and trial operation, the contractor shall provide another, defect-free software or immediately remedy the defects found and provide the software for a renewed test and trial operation. If there are no significant defects, the client confirms acceptance of the software. From this takeover confirmation, the client has to pay the rental price.

If the parties agree that the delivery also includes the source code of the software, it shall be delivered together with the complete development documentation and the development tools therefor. The software shall then be deposited in accordance with the "Storage agreement" attached hereto. If the source code is not part of the scope of delivery, the contractor shall ensure the fulfillment of the contract by taking appropriate measures.

3. Rights of use

3.1 Granting of rights for a limited period

By providing the software, the contractor grants the client a non-exclusive right to use the software, which is not limited in terms of territory or content and which is limited to the term of the contract.

Duplications of the software for contractual use are permitted. The permitted use also includes the saving incl. necessary installation on EDP systems, the loading and execution, as well as the processing of proprietary data stocks. This right of use includes, in particular, the right to process, to develop programs running together with the software by third parties for the client, in particular, the establishment of interoperability with neighboring systems and programs.

3.2 Group right of use

The client shall be entitled to provide the Group companies of cellcentric GmbH & Co. KG (Sections 15 et seq. German Stock Corporation Act [AktG]) to use the software or individual programs, and to have them use the software, as far as the client is entitled to use the software himself. The granting of non-exclusive rights of use always includes the authorization to exercise the rights of use by Group companies or by third parties solely for the purposes of the client and the group companies. This also applies to the client's right to transfer the rights of use to group companies and to third parties.

The client may also have the rights of use to the software together with the documentation exercised by a third party at another location and on systems not belonging to the client or the Group companies for the purposes of the client or the Group companies, for example, in a third-party computer center.

The rights to which the client is entitled under this clause 3.2 shall not lead to an increase in the sum of the contractually agreed permissible number of users, permissible number of installations or permissible intensity of use.

3.3 Contract entry

Other Group companies may join this agreement and acquire additional rights to use the software under the terms of this contract. If a granting of rights of use going beyond the passing on (or sub-licensing) is required for this purpose, the contractor shall grant the required right of use to the acceding group company on the basis of the terms and conditions of this contract, in accordance with an order to be agreed separately.

If necessary or desired by the client, this may also take the form of a Group company concluding an agreement with a Group company of the contractor, the content of which shall be governed by this contract.

3.4 Maintenance, updates, new versions

If the contractor provides the client with corrections, patches, updates, upgrades, new versions or similar, as well as the respective updated documentation for these (collectively "Updates"), which replace or supplement the previously provided software, these shall also be subject to the provisions of this agreement. The rent includes the remuneration for updating the software.

If the contractor provides a new version of the software, the provisions for the last software provided shall apply accordingly to the scope of the client's right of use. Unless otherwise agreed, the contractor may not derive any additional remuneration from this.

3.5 Rights to work results

All work results, in whatever form, which arise during (or in connection with) the use of the software, are the property of the client. Work results in this sense are all data or documents that are created in the course of using the software. The client is entitled to all current and future rights of use and exploitation. The contractor shall not be entitled to use these work results beyond what is necessary for the contractual performance of services.

At the end of the contract, the contractor shall return all work results in its possession, in whatever form, to the client at the client's request or delete or destroy copies thereof. This shall also apply to programs, data or documents which the client provides for the use of the software or stores with it.

3.6 Special access licenses

If the use of the software is dependent on the provision of special access tools or special licenses, the contractor shall provide these in sufficient quantity. If the provision of such access tools or licenses is insufficient for the purposes of the client, and if the contractor was able to recognize this at the time of the conclusion of the contract, the contractor shall provide the quantity of such access tools or licenses required for the client free of charge.

3.7 Backup/archiving

The client may make and use copies of the software for backup and archiving purposes to the extent required.

If the client has received the software by way of online download, it shall be entitled to copy the software onto a data carrier. The scope of the rights then corresponds to the rights as in the case of an acquisition on data carriers.

3.8 Right to edit

The client and third parties commissioned by it shall be authorized to make changes, extensions and other modifications to the software in accordance with Section 69c No. 2 German Copyright Act (UrhG) if it first allows the contractor two attempts to remedy the defect. The client shall not be entitled to any rights of use and exploitation of its own to the adaptations beyond the scope of the contract. The client is entitled to decompile the software within the limits of Section 69e German Copyright Act (UrhG). Upon written request, the contractor shall provide the client with the data and information required to establish interoperability with other hardware and software.

3.9 Third-party license terms

If, in connection with the contractor's software delivery, special license provisions of third-party suppliers apply, which must be observed by the client when using the software, these must be provided to the client in full with the contractor's offer in printed or printable form. If these license terms are not delivered, only the rights of use according to this contract apply.

3.10 Support period for older software versions

After the release of an upgrade or new version, maintenance services will continue for the old version of the software. The client is not obliged to install upgrades or new versions of the software. Older versions of the software will be supported for a period of at least two years from the availability of the latest version of the software. If an adoption of the current

version is unreasonable for the client, in particular, due to the conversion effort associated with the adoption or other conversion risks (e.g. instability of the system), the client may demand the continuation of maintenance efforts for the version in use, however, for a maximum of three additional years beyond the period specified in the preceding sentence. The contractor shall simultaneously maintain an older version and the respective current version for a transition period of at least three months. For this transitional phase, the client shall be entitled to use the versions simultaneously within the framework of parallel operation.

4 Maintenance window/job scheduling

The contractor shall plan maintenance services in such a way that the client's use of the software is not impaired. If maintenance services are unavoidable during the regular operating hours of the software, he shall inform the client of the reason and cause thereof, and agree with the client on a maintenance window at least two weeks before they are to be carried out, in order to minimize disruptions for the client. If it is foreseeable that maintenance services will have to be performed more frequently during operating hours, schedules for this must be agreed between the parties.

5 Data privacy, information security data security measures

The contractor shall observe the principles of proper data processing (GoDV) when providing the service. This includes, for example, protection against malware (e.g. Trojans, viruses, spyware, etc.), information security and data backup measures, compliance with data protection regulations, and all precautions and measures in accordance with currently recognized state-of-the-art ICT technology.

If the scope of services also includes data backup by the contractor, the contractor shall implement suitable measures for data backup and recovery. The data must be backed up at regular intervals – depending on the criticality

– in such a way that it is possible to restore the data stock at any time without any problems. If data backup is not part of the contractor's contractual scope of services, the client shall be entitled to perform it to the appropriate and necessary extent.

For data protection and information security, the annex "agreement on commissioned processing" shall also apply. In it, the required information is to be filled in by the contractor and the client. If no personal data is processed by the contractor in the course of the provision of services, the inclusion of this Annex is not required. The client shall document this.

6. Place of performance and change of installation

The place of performance shall be the client's place of business specified in the order (place of use), otherwise the client's registered office. To the extent necessary, the contractor may perform maintenance services at its business premises. For this purpose, the client shall grant the contractor access to the software at the client's premises by means of remote maintenance access (remote access). In doing so, the contractor shall comply with the client's system landscape and security regulations.

The contractor shall be notified of the installation of the software or individual programs at a place of performance other than that specified in the order. The contractor shall continue to provide the service even then, unless this is unreasonable for the contractor. The provision of services is always reasonable if essential maintenance services are not provided on site at the client's premises.

7. Deficiencies and performance failures

A defective service is deemed to exist if faults are not remedied, are not remedied to the required extent or are not remedied in a timely manner. The contractor may remedy insignificant defects within the scope of a future provision of services.

A defect in the documentation exists if a reasonable user with the knowledge normally to be expected for the software's application

cannot either understand the operation of individual functions with the aid of the documentation with a reasonable amount of effort, or cannot solve any problems that arise.

Insofar as the contractor provides a workaround solution for disruptions, this shall not be deemed a defective performance, provided that the workaround solution is replaced by a complete workaround solution within a reasonable period of time.

For this purpose, the contractor may, in coordination with the client, make temporary changes to the configuration of the software if (and to the extent that) the operability of the software is thereby restored within the Service Levels. However, a malfunction shall not be deemed to have been remedied until the workaround is replaced by a full malfunction remedy within a reasonable period of time. In the event of malfunctions not caused by the software (or not caused solely by the software), the costs incurred for troubleshooting, analysis and elimination of the malfunction shall be divided or reimbursed appropriately according to the respective causation contributions. The agreed rates for services on a time and material basis shall apply.

7.1 Reduction

If the contractor does not remedy a reported malfunction within the agreed remedy time, otherwise within a reasonable remedy time, and if the suitability of the software or of individual programs is reduced as a result, the client shall only pay a reasonably reduced rent for this period. If use of the software or individual programs is not reasonably possible due to the disruption, the client shall be exempt from payment of a rental fee for this period. This shall apply accordingly, without limiting other rights of the client, if the contractual use of the software or individual programs is impaired by the rights of third parties.

7.2 Removal of defects/reimbursement of expenses/termination

In the event of defective performance, the contractor shall be obliged to remedy the defect. If he is in default with this, or if this remedy of the defect fails, the client may remedy the defect himself and demand reimbursement of the necessary expenses. The client may terminate the contract on an extraordinary basis if the defective performance or the unsuccessful rectification of the defect significantly restricts the use of the software despite a reasonable grace period.

7.3 Delay

If the contractor does not perform within the agreed period of time or, in the absence of an agreement, within a reasonable period of time in response to a fault report from the client, the contractor shall be deemed to be in default.

7.4 Withholding and offsetting of services

Insofar as the contractor does not fulfill its obligations, the client may withhold payment for the contractual services until the contractor has fulfilled its obligations in full. The client may deduct its claims against the contractor for breach of duty from the contractor's remuneration. The assertion of further claims by the client remains unaffected.

8 Term, cancellation and termination

8.1 Term

The rental contract begins with the date agreed in the contract. If the confirmation of the receipt or acceptance of the software is made later, the rental contract shall commence with the receipt or acceptance. The contract ends automatically at the end of the contractually agreed fixed term.

8.2 Cancellation

Either party may terminate the contract without notice for good cause. Important reasons include, in particular, serious violations of the provisions of this contract or other obligations.

The termination must be in writing to be effective.

8.3 Termination

If it is not possible for the client to ensure the continued provision of services by the termination date of the contract, the contractor shall continue the contract beyond the termination date in the interest of maintaining business operations in the affected area. This shall apply until the further provision of services by the client is ensured, however, for a maximum period of 6 months after the termination date. The parties shall mutually endeavor to find a solution that ensures an appropriate transition. The above provisions shall also apply in the event of extraordinary termination.

8.4 Return

The client shall surrender the software including the data carriers and documentation provided to the contractor upon request. Any copies of the software and documentation provided by the contractor shall be completely deleted or destroyed, with the exception of archive copies, even if no request is made to return the software at the end of the contract.