

Special contractual conditions of CP Wave GmbH ("CPWave") for software maintenance

1. General, scope of application

The following Special Terms and Conditions for Software Maintenance ("STC Maintenance") shall apply to all contractual relationships between CPWave and the respective client with respect to the maintenance of standard software products and shall be deemed an integral part of the contract unless otherwise agreed in writing in an individual agreement between CPWave and the client. These STC Maintenance supplement the General Terms and Conditions of CPWave ("GTC") which, along with the STC Maintenance, form an integral part of this contract.

2. Scope of services

- 2.1 The condition for CPWave's contractual obligation is that the client uses the software to be maintained in accordance with the contract, in particular that the client operates the software at the agreed location and in the specified software and hardware environment.
- 2.2 The scope of the maintenance services to be provided by CPWave and the software to be maintained are set out in detail in the respective CPWave IT support service specification. Upon conclusion of the CPWave IT support service specification, a software support contract is signed between the client and CPWave.
- 2.3 Insofar as CPWave is obliged to supply updates, CPWave shall make these available either on a data carrier or for download on a server. The license conditions of the respective software manufacturer shall apply to the granting of rights of use to the updates supplied.
- 2.4 If the maintenance services include a telephone hotline, CPWave will provide the client with telephone assistance in German in the event of any malfunctions/faults and assistance in the use of the software. The hotline is available during CPWave's normal office hours, Monday to Thursday from 8.00 am to 4.45 pm CET and Friday from 8.00 am to 3.30 pm CET, except on public holidays in the Federal State of Hamburg and on December 24 and 31.
- 2.5 Should any malfunctions or faults be detected in the software, the client will receive information on how to rectify the malfunction or instructions on how to circumvent it. CPWave will immediately inform the software manufacturer of any faults detected so that the manufacturer can, if necessary, include a bug fix in the next software update.
- 2.6 The type and manner of support in the event of malfunctions shall be at the reasonable discretion of CPWave. If CPWave offers the client patches, bug fixes, a new program version or program components, etc. to eliminate faults, the client must accept these (if and as soon as it is reasonable for the client) and install them on its hardware in accordance with CPWave's installation instructions. Support in the event of malfunctions can also take the form of instructions to the client. The client shall follow such instructions for action unless this is unreasonable for it.
- 2.7 If a malfunction of the software reported by the client does not exist, CPWave is entitled to charge separately for the expenditure caused thereby at CPWave's standard rates.
- 2.8 Additional maintenance services (e.g. on-site service, training, installation of updates) that are not expressly specified in the

CPWave IT support service specification will only be provided by CPWave based on a separate order and in return for the appropriate remuneration.

- 2.9 For all services under this contract, CPWave will only provide support for the product as such within the scope of software maintenance, hotline, training and product launches. If any codes, account allocations or other parameters have to be adjusted in commercial programs which have, or could have, consequences under tax law or social security law, the client shall be liable for the correct code and verification at all times and, where necessary, must consult a tax advisor or seek legal advice. CPWave does not decide on such parameters or codes and shall accept no advice or liability in this respect.
 - 2.10 The client shall ensure that all support requests and fault reports are made exclusively by the key users to be designated by the client. CPWave shall provide no to other users of the client, in particular end users.
 - 2.11 Additional maintenance services (e.g. on-site service, training, instructions, reconciliation/tuning activities, installation of updates, follow-up training in new software versions, installations, parameterization, etc.), that are not expressly listed in the IT support service specification, are not part of the subject matter of this maintenance contract/IT support service specification and are not covered by the maintenance fee.
- ### **3. The client's obligations to cooperate**
- 3.1 The client shall provide CPWave with reasonable support in the performance of the maintenance services at its own cost. Close cooperation is required between the client and CPWave to provide the services. CPWave and the client will therefore notify each other of any circumstances on their side which may affect the provision of services by CPWave.
 - 3.2 The client will designate an authorized contact person and an appropriate number of key users to CPWave. The number of key users must be commensurate with the number of total users. As a general rule, a maximum of one (1) key user for each of five to ten (5-10) end users should be designated by name to CPWave. Should the client decide to change the contact person and/or the key users, it will notify CPWave in writing in a timely manner of when the change will take place. The contact person is shall be authorized to make or receive legally binding declarations on behalf of the client and to make binding decisions for the client.
 - 3.3 The client will set up a user support system in its company for the software to be maintained, which will receive the support requests from the respective end users, carry out an initial problem analysis and manage end user requests as autonomously as possible. User support will comprise personnel who are key users. Clients will only forward support requests to CPWave via its named key users that they cannot manage in-house through their user support. User support shall cooperate with CPWave and provide CPWave with comprehensive support, in particular to coordinate multiple similar support requests, to clarify user problems that can be merely attributed to incorrect operation, to document errors including the circumstances under which they occurred and, to the extent possible, to store and transmit data that enables or facilitates error analysis.
 - 3.4 The client's further obligations to cooperate include, in particular, creating all the conditions in its sphere of operation that are necessary for CPWave to provide the maintenance services in a correct manner. Unless otherwise agreed, the client shall, in particular:

- Appoint a contact person during the term of the contract who shall have all decision-making powers and authority necessary to implement this contract;
 - Ensure that any support requests and incident reports are only issued by key users;
 - In the event of fault reports, make a detailed observation of the symptoms that have occurred, the software and the system and hardware environment and provide CPWave with a fault report containing information that is useful to rectify the fault or malfunction for rectification, e.g. number of users affected, description of the system and hardware environment and, if applicable, third-party software installed at the same time and documentation. In addition, the client shall provide CPWave with system logs and memory dumps, the input and output data affected, interim and test results and any other documents that are useful for illustrating the fault or malfunction;
 - Assist CPWave in finding the cause of the fault or malfunction and encourage its employees to cooperate with CPWave's assigned personnel;
 - Grant the employees deployed by CPWave to perform the maintenance services and, if applicable, the employees of the respective software manufacturer (during the client's normal office hours) access to the computers on which the software to be maintained is stored and/or installed, including remote data access (remote access);
 - Install new program versions immediately (patches, bug fixes, etc.) issued by CPWave following detailed instructions from CPWave and comply with the suggestions and instructions for troubleshooting provided by CPWave;
 - Document changes to the configuration and environment and the installation location of the software and notify CPWave in writing of such in a timely manner;
 - Regularly back up all data in a machine-readable form at least every working day insofar as the client is technically able to do so, and to store the backup copies externally to enable the reconstruction of lost data without an unreasonable expenditure of time and cost.
- 3.5 Should the client fail to provide its cooperation in accordance with the contract, CPWave shall be released from its obligation to carry out the service in whole or in part to the extent that CPWave is dependent on the respective cooperation or provision. CPWave shall not be liable for any disruptions in service arising from the client's failure to cooperate in accordance with the contract. Additional expenses incurred by CPWave arising from the failure to provide cooperation pursuant to the contract will be billed to the client separately in accordance with the respective maintenance service price list based on time and cost.

4. Remuneration and payment terms

- 4.1 Remuneration for software maintenance is set out in the relevant CPWave IT support service specification. All the prices indicated therein exclude the statutory rate of value added tax.
- 4.2 Unless otherwise specified in the CPWave IT support service specification, the maintenance fee is payable monthly in advance

and is due for payment at the beginning of each month. The maintenance fee shall be debited from the client's account by SEPA direct debit mandate. The maintenance fee is payable regardless of whether and how often the client uses the maintenance services.

- 4.3 CPWave reserves the right to increase the maintenance fee with three (3) months' written notice at the beginning of a calendar quarter, taking reasonable account of general cost trends. However, no increases will be permitted earlier than twelve (12) months after the conclusion of the CPWave IT support service specification and shall not exceed the remuneration of the preceding twelve (12) month period by more than 10%. Should there be an increase in the fee of over 7.5% of the preceding twelve (12) month period, the client may terminate the CPWave IT support service specification with two (2) months' written notice prior to the date of price increase.
- 4.4 CPWave will charge for other services that are not covered by the maintenance fee on a time and material basis in accordance with the applicable maintenance service price list. Material costs, travel costs, expenses and other outlays (hereinafter "outlays") shall be reimbursed separately. CPWave may demand reasonable advances and payments on account on the remuneration for services and the reimbursement of expenses and may make the delivery of work results dependent on the full satisfaction of all claims existing against the client.
- 4.5 CPWave will conclude main contracts with the client, which will be confirmed by the signature of both parties. CP Wave will only confirm subsequent (generally smaller) quantity adjustments in writing and will dispense with the signature process on the part of the client. The client acknowledges the extension of the contract through the respective payments.

5. Term of contract, termination

- 5.1 The software support shall become effective upon signature of the CPWave IT support service specification by both contracting parties and shall apply from the date specified in the CPWave IT support service specification for an initial period of two (2) contract years ("minimum term"). Thereafter, the contract may be terminated in writing by either contracting party with four (4) months' notice to the end of any contractual year. The contract shall be renewed for a further year in each case unless it has been terminated in due time. The right to terminate for good cause (§ 314 BGB (German Civil Code)) remains unaffected. A partial termination of the IT support service specification (e.g. relating to individual modules or functionalities of the software to be maintained) is not permitted. Should the client acquire additional modules of the software to be maintained from CPWave after conclusion of the IT support service specification, CPWave will replace the existing IT support service specification with a new updated contract to include the additional modules. This updated IT support service specification includes the maintenance of the original software to be maintained and the maintenance of the additional modules. Upon conclusion of the updated IT support service specification, a new minimum term in accordance with clause 5.1, sentence 1 shall commence for all modules of the software to be maintained.
- 5.2 Good cause that would entitle CPWave to terminate the IT support service specification exists in particular in the following cases:

- If the client is in default of payment in whole or in part for more than two (2) months;

- If material contractual obligations are breached repeatedly or by gross negligence and the breach of contract is not remedied despite a written request by CPWave.

5.3 In the event of termination for good cause by CPWave, CPWave shall retain the claim to the remuneration incurred up to the date of termination and may also demand a claim immediately due for any liquidated damages in the amount of the remuneration incurred up to the date on which the client could have ordinarily terminated the contract for the first time. The client reserves the right to prove that CPWave has suffered a lower level of damages.

6. Final provisions, validity of the GTC, contract transfer

6.1 The assignment of the client's rights arising from the contractual relationship with CPWave is only permitted with the prior consent of CPWave.

6.2 Should any individual provisions of these STC Maintenance be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. A new provision shall be mutually agreed which comes as close as possible to the economic purpose of the invalid provision to replace the invalid provision. The same applies should these STC Maintenance contain loopholes.

6.3 Amendments and supplements to this STC Maintenance must be made in writing. This also applies to changes to the written form requirement. The written form requirement is not ensured via email. Ancillary agreements and specific agreements require the written confirmation of CPWave.

6.4 Unless otherwise stipulated in these STC Maintenance, CPWave's General Terms and Conditions for the Provision of IT Services shall also apply.

6.5 Upon conclusion of the maintenance contract, the client agrees that, at the request of CPWave, the maintenance contract may be transferred to the software manufacturer as part of a contract transfer. CPWave will notify the client in a timely manner in the event of a transfer of contract initiated by CPWave.