General Business Terms and Conditions

§ 1 General

(1) All sales, supply, training and installation agreements of H + H Software GmbH (hereafter: "H + H") shall be concluded exclusively upon the basis of the following General Business Terms and Conditions. The General Business Terms and Conditions shall apply for all present and future dealings between the contractual parties without any further reference to the General Business Terms and Conditions being required. Opposing business terms and conditions of the contractual partners or third parties are only valid if H + H expressly approves their validity in writing. Objection is hereby expressly made to any references upon printed forms to the contractual partner's own General Business Terms and Conditions. Furthermore, software deliveries are subject to the licensing agreement regarding the use of software, which is regularly enclosed with the software supplied by H + H.

(2) In accordance with these Business Terms and Conditions, Consumers are considered to be natural persons with whom business relationships are entered into without a commercial or occupational activity being attributed to them. Entrepreneurs are considered to be natural or juridical persons or partnerships having legal capacity with whom business relationships are entered into. Such entrepreneurs act in the carrying out of commercial or selfemployment activities. In accordance with these Business Terms and Conditions, Customers are considered to be both Consumers as well as Entrepreneurs.

(3) All collateral agreements and contractual amendments must be confirmed in writing to be binding.

§ 2 Contractual Conclusion

(1) The offers of H + H are non-binding.

(2) In the event of calculation or printing errors in the offer, the right to correct the errors is retained. The right to make technical modifications shall be retained, provided that they are reasonable.

(3) Agreements regarding performances of H + H shall only be realized through the written order confirmation by H + H. In the event of immediate delivery, the written confirmation may also be made through the delivery and/or invoicing.

§ 3 Right of Revocation for Cunsumers in Long-Distance Sales Transactions

(1) The Buyer who, as a Consumer, makes the purchase exclusively over the Internet or any other type of long-distance communication such as the sending of a letter, a catalogue or a fax, shall be entitled to a right of revocation in the form of a right to return. In this respect, the Consumer may revoke his declaration of intent to conclude the agreement within a period of 2 weeks. The revocation period of 2 weeks shall

begin at the earliest with the receipt of the instructions regarding the right of revocation, at the latest with the receipt of the goods, provided that the Customer received the instructions in advance.

The revocation must be made in writing, upon another permanent data carrier or through the return of the goods. A substantiation of the right of revocation is not required.

For the adherence to the timeframe, the timely sending to the following address shall suffice:

Company H + H Software GmbH
Maschmühlenweg 8 - 10
37073 Göttingen
Germany

(2) In the event of a revocation, the Buyer shall be obliged to send back the goods by mail to the Seller in impeccable condition, with the original packaging and with the original invoice. For an order value up to 40.00 €, the Consumer must assume the costs of the return unless the supplied goods do not correspond to the ordered goods. For an order value above 40.00 €, the Consumer is not required to bear the costs of the return. However, the shipping costs shall only be reimbursed that are incurred with the most cost-effective manner of shipment.

(3) Individual software created according to Customer specifications as well as installation services and training shall be exclusively excluded from the right of revocation. Even the opening of the sealed packaging of the software data carrier shall lead to an exclusion of the right of revocation. Furthermore, a right of revocation shall not exist for a download of the supplied program.

(4) The Consumer must pay compensation for the value of the goods for the deterioration created through the use of the goods in accordance with the contractual provisions pursuant to § 357 Para. 3 BGB [German Civil Code] if the use extends beyond pure testing. He may examine the goods with caution and due care. The Consumer must assume the costs for the loss of value that, through the use extending beyond the pure testing, leads to the fact that the goods can no longer be sold as "new."

(5) Notifications or declarations that must be submitted to H+H or third parties pursuant to these General Terms and Conditions may be submitted in writing, whether on paper or electronically, at any time.

§ 4 Prices

(1) Provided that they are not separately indicated, all prices contained in offers, order confirmations and invoices for consumers: including the statutory value-added tax, or for companies: plus the respective value-added tax valid at invoicing

(2) All prices shall be understood to be in addition to packaging, shipping, customs and accessory import charges. The shipping shall take place – unless something to the contrary has been agreed upon in writing – at the expense of the Customer. For sales shipments abroad, the Customer must assume the actual freight costs.

(3) If a delivery timeframe of more than 4 months has been agreed upon, H + H shall be entitled to pass on to the Customers any cost increases incurred in the meantime through procurement, manufacturing, delivery, mounting or the like, including those cost increases incurred through changes in the law (such as, for example, the increase in the VAT) through price adjustments of a corresponding scope. The delivery shall be made with the price increase also being billed without a prior notification to the Customer being required.

(4) The agreed-upon prices are understood to be without installation and training unless this is stipulated contractually.

(5) For the installation as well as the training, billing shall be made

according to the respectively valid hourly rates of H + H, unless a lump-sum price has been agreed upon in writing.

(6) Expenses incurred shall be billed in accordance with the offer.

§ 5 Shipment, Transfer of Risk, Delay in Acceptance

(1) The risk of the accidental destruction and the accidental deterioration of the goods shall be transferred to the Buyer after the goods are delivered, for a sales shipment when the goods are turned over to the shipper, carrier or other persons commissioned for the shipment. Insurance against damages of any kind shall be taken out only upon the express request of the Customer and at his expense.

(2) If the Customer is delayed in making acceptance of the goods, H + H shall be entitled at its discretion to demand the fulfillment of the agreement or compensation for the additional expenditures caused through such delay in acceptance, or set an extension period for the Customer and, after its expiration, again at H + H's discretion, to withdraw from the agreement or demand damage compensation due to nonperformance.

In the place of actual damages, H + H may demand lumpsum damage compensation in the amount of 40% of the net order value, provided that the Customer does not prove more minimal damages.

§ 6 Delivery and Performance Period

(1) As long as the Customer is in default with the fulfillment of his contractual obligations, the performance obligation of H + H is suspended.

(2) The deadlines and timeframes specified by H + H are non-binding unless something to the contrary has been expressly agreed upon in writing.

(3) The delivery timeframes shall begin with the issuance date of the confirmation. They shall be deemed to have been adhered to if, by the agreed-upon date, the goods have left the factory or it has notified the Customer of the readiness for delivery.

(4) In the event that H + H should be impeded in providing a timely delivery through force majeure, war, strike, lock-out, traffic disruptions or due to delivery difficulties of its own suppliers, although a sufficient covering transaction was concluded in a timely manner, the delivery timeframe or delivery deadline shall be extended by the duration of the delay.

(5) If the impediment lasts longer than two months, H + H shall be entitled to reduce the delivery, withdraw from the agreement, in whole or in part, without the Customer being entitled to a claim for rectification or a subsequent delivery. In such a case, H + H shall be obliged to immediately notify the Customer of this. After the receipt of a partial delivery, the Customer shall be entitled to withdraw from the entire agreement if the partial delivery is of no value to him.

(6) If the agreed-upon delivery deadline is not met, the Customer may set an extension period of 3 weeks by means of a registered letter, beginning from the date of the written notification of default submitted by the Customer and withdraw from the agreement after the extension period expires.

(7) The Customer shall be entitled to damage compensation due to non-performance only in the event that H + H or its vicarious agents have caused the delay through intentional wrongdoing or gross negligence. H + H shall be entitled to make partial deliveries.

(8) If, with respect to an agreed-upon installation, the installation timeframe shall be deemed to have been adhered to if, by the expiration, the installation is completed for acceptance by the Customer or the contractually stipulated field testing is ready to be undertaken.

(9) If the installation is delayed through the occurrence of circumstances that have not been caused by the gross negligence or intentional wrongdoing of H + H, then an appropriate extension period shall be set, provided that such impediments have a significant influence upon production against documentation; this shall also then apply if such circumstances occur after the installation has already been begun.

§ 7 Export Regulations, EU-Import VAT

(1) The products supplied by H + H are designated for use and for retention within the country that has been agreed upon with the Customer. In order to re-export the contractual products, the Customer shall be obliged to obtain permission from H + H and shall be subject to the international business regulations of the Federal Republic of Germany; for products imported from the U.S.A., to the inspection regulations of the United States of America. The Customer must keep himself informed of the regulations and obtain the permits at his own responsibility. The Customer shall be liable to H + H for the adherence to the regulations.

(2) If the Customer has his commercial residence outside of the Federal Republic of Germany, he shall be obliged to pay the import VAT of the European Union. He must submit his VAT-identification number and any changes without having to be requested to do this. Upon request, he shall be obliged to provide information about his status as an Entrepreneur and the use and the transport of the supplied goods as well as to provide information due to the statistical reporting obligation.

(3) Furthermore, the Customer shall be obliged to reimburse H + H for the expenditures and the costs that are incurred due to the omitted or erroneous data provided regarding import VAT.

(4) H + H shall not be liable for the consequences of erroneous or omitted information of the Customer regarding import VAT unless H +H has committed intentional wrongdoing or gross negligence.

§ 8 Payment, Default

(1) Unless something to the contrary has been agreed upon, payments shall always be made per bank debit voucher, C.O.D. or advance payment. The Customer shall assume any ancillary costs of the monetary transactions.

(2) The purchase price for software products shall become due for payment with the order. Payments for services must be rendered within seven days of the receipt of the invoice. With the expiration of this timeframe, the Customer shall enter into payment default.

(3) If, to the benefit of the Customer, a payment extension agreement has been concluded, the payment claims of H + H shall become due in total as soon as the Customer enters into default with the fulfillment of one or more obligations, bills of lading or checks are returned, the Customer discontinues his payments, has excessive indebtedness, or, with respect to his assets, composition or

bankruptcy proceedings have been applied for, opened or, due to a lack of assets, the opening was rejected.

(4) H + H shall be entitled to demand the return of its retained goods in the above-mentioned cases and to withdraw from the agreement.

§ 9 Offsetting, Assignment, Resale of Licenses

(1) The Customer shall have a right to offset only if his counter-claims have been legally determined with finality or have been recognized.

(2) H + H shall retain the unrestricted right to the assignment of its claims to third parties.

(3) The Customer shall not be entitled to assign his claims or rights derived from the agreements concluded with H + H to third parties, in whole or in part. The resale of licensing rights by the Customer to third parties is excluded.

§ 10 Industrial Property Rights

(1) Provided that it is permitted and nothing to the contrary has been agreed upon, H + H shall assume no liability that the supplied goods do not violate the industrial property rights of third parties. The Buyer shall be obliged to immediately make notification if he becomes aware of such violations or notifications of such violations are made to him. In this case, upon the request of H + H, the Customer shall be obliged to render all declarations required for the defense against the alleged industrial property right violations in the name of the Customer and to support H + H in the warding off of such claims. The money for any court costs must be appropriately advanced.

(2) If there is an obligation, H + H shall be at liberty to either procure the required licenses or provide the contractual partner with a modified product or parts thereof which, in the event of the exchange of the product that violates industrial property rights, eliminates the contractual violation that has been asserted.

(3) H + H shall retain the title and copyright to software products which have been produced by H + H. Without written permission, they may not be provided to third parties. Without the prior consent of H + H, the copying of such software products is prohibited. Upon request, they must be immediately returned to H + H. For a violation of any patent or other proprietary rights, H + H shall only be liable if it was aware, or must have been aware, that such proprietary rights exist. If they lead to third-party claims being asserted against the Customer, the liability of H + H shall be limited to the invoiced value of the goods.

(4) If the supplied goods have been manufactured according to the instructions of the Customer, then the Customer must indemnify and hold H + H harmless from any claims that are asserted based upon violations of industrial property rights of third parties.

§ 11 Warrenty for Sale and Delivery

(1) Entrepreneurs must make written notification of obvious defects as well as defects recognizable in a proper inspection within a period of one week from the receipt of the goods; otherwise, the assertion of warranty claims shall be excluded. For the adherence to the time period, the timely sending of such notification shall suffice. The Entrepreneur shall bear the full burden of proof for all claim requirements, particularly for the defect itself, for the point in time of the ascertainment of the defect and for the timeliness of the notification of defects. Consumers must make written notification of obvious defects within six months after the point in time when the condition of the goods that violates the agreement was determined. Prevailing for the adherence to the time period shall be our receipt of the notification. If the Consumer fails to make notification thereof, the warranty rights shall lapse two months after his ascertainment of defects. This shall not apply in the event of bad faith upon the part of the Seller. The Consumer shall bear the burden of proof regarding the point in time of the ascertainment of the defect. If the Consumer was persuaded to purchase the goods through inaccurate statements of the manufacturer, the Consumer shall bear the burden of proof for the decision to buy. In order to document the warranty claims or guarantee claims, the Consumer shall be obliged to present the guarantee documentation together with the invoices when asserting such claims.

(2) If the Buyer is an Entrepreneur, H + H shall first of all provide a warranty for defects of the goods at its discretion through either rectification or a replacement delivery. If the Customer is a Consumer, then he shall first of all have the choice whether the subsequent performance should take place through a rectification or a replacement delivery. Nevertheless, H + H shall be entitled to reject the manner of subsequent performance that is selected if this is possible only with disproportionate costs and the other manner of subsequent performance remains available to the Customer without significant disadvantages for him.

(3) If, after two unsuccessful attempts at subsequent performance, the Customer may generally demand the reduction of the fee (reduction) or a rescission of the purchasing agreement (rescission). For a minor contractual violation, particularly for only minor defects, the Customer shall nonetheless not be entitled to this right.

(4) If, due to a legal or quality defect after the unsuccessful subsequent performance, the Customer wishes to rescind the agreement, then he shall not also be entitled to a damage compensation claim due to a defect. If, after an unsuccessful subsequent performance, the Customer wishes to receive damage compensation, the goods shall remain with the Customer if this is reasonable for him. The damage compensation shall amount to the difference between the purchase price and the value of the defective goods. This shall not apply if H + H has maliciously failed to disclose the contractual violation.

(5) If the Customer is an Entrepreneur, damage compensation claims may – particularly also for consequential damages for defects – only be asserted if the potential damages are based upon intentional wrongdoing or gross negligence upon the part of H + H. The aforementioned liability restriction shall not affect claims due to product liability and for physical injury and damage to health and for loss of life.

(6) For Entrepreneurs, the warranty period shall be one year from the delivery of the goods. For Consumers, the statute of limitations period shall be two years from the delivery of the goods. This shall not apply if the Customer has not made a timely notification of the defect (see Para. 1 of this provision).

(7) Damage compensation claims of the Customer due to a defect shall become statute-barred within one year after the delivery of the goods. This shall not apply if H + H has acted in bad faith.

(8) If the Buyer is an Entrepreneur, the quality of the goods shall generally be agreed upon to be only what is specified in the product description. In addition, any public statements, extolling or advertising of the manufacturer shall constitute no binding quality guarantees for the goods.

(9) The Customer shall not receive guarantees in the legal sense from H + H.

§ 12 Restrictions on Liability

H + H shall not be liable for damages unless the damages have been caused through the intentional wrongdoing or gross negligence of H + H, its legal representative or vicarious agents. The aforementioned liability restriction shall not affect the claims of the Customer from production liability, physical injury and damage to health, loss of life and the violation of essential contractual obligations. Data protection claims are also not covered.

The damage compensation for the violation of essential contractual obligations by H + H, a legal representative or a vicarious agent is nonetheless limited to the contractually typical, foreseeable damages unless intentional wrongdoing or gross negligence exists or liability due to physical injury, damage to health or loss of life.

§ 13 Retention of Title

(1) With respect to agreements with Consumers, H + H retains the title to the goods until full payment has been rendered. With respect to agreements with Entrepreneurs, H + H retains the title to the sold or installed goods until the full payment has been rendered for all liabilities from the business relationship, even if the payment due based upon the concrete purchasing agreement should have been rendered.

(2) The Customer may have access to the goods subject to the retention of title only to the extent that they are processed, installed or resold in the proper course of business. Pledges or assignments by way of security are not permitted.

(3) The Customer shall be obliged to immediately notify H+H of third-party claims to the goods, such as in the event of an attachment as well as damages to or the destruction of the goods. The Customer must immediately make notification of a transfer of possession of the goods and a change in domicile. In the event of the resale of the goods, the Entrepreneur shall already now assign his claims to H+H. H + H retains the right to collect the payment claim itself. If the Entrepreneur does not properly fulfill his payment obligations and enters into payment default, the Entrepreneur must, also by means of the extended retention of title, retain the title to the goods vis-à-vis his own customer on behalf of H + H.

(4) In the event of contractual violations by the Customer, particularly in the event of payment default or a violation of a contractual obligation, H + H shall be entitled to withdraw from the agreement and demand the return of the goods.

(5) The handling and processing of the goods by the Entrepreneur shall always take place on behalf of and by order of H + H. If processing takes place with goods not belonging to H + H, then H + H shall acquire co-ownership to the new product at the proportional value of the supplied goods to the other processed goods. The same shall apply if the goods are mixed with other goods not belonging to H + H.

§ 14 Data Protection

(1) H + H shall use the Customer data that is provided only for the fulfillment of the performances that have been contractually committed to or so that repeat visitors will not have to provide the data again. H + H shall not pass on the personal data to third parties.

(2) In accordance with Art. 12, DSGVO, the Customer shall hereby be instructed that the data provided is in machine-readable form and has been processed automatically for tasks which are derived from the contractual tasks.

(3) If H + H commissions third parties for the rendering of services offered, H + H shall be entitled to disclose the data that is relevant for the contractual performance to this third party.

(4) H + H Software protects the rights of the data subject in accordance with applicable data protection law: The Customer has the right to information about the data collected and processed by H + H. The Customer has the right to correction, deletion, blocking, objection and data transferability of his data. H + H has appointed a data protection officer (datenschutz@hh-software.com) to safeguard the rights of data subjects.

(5) The duration of storage shall include the duration of the contract and the statutory retention periods.

(6) At any time, H + H may use and also pass on any anonymized data, such as the regional customer distribution, product structures, expenditure structures, number of accesses, etc. for its own purposes.

(7) As a result, H + H expressly points out that the Internet, despite all technical preventive measures, does not allow for absolute data security. It shall not be liable for the actions of third parties. In no case shall it be liable for other damages than those caused by gross negligence or intentional wrongdoing. The aforementioned liability restriction does not affect the claims of the Customer from production liability and for non-attributable physical injury and damage to health and for the loss of the Customer's life.

(8) Upon his part, the Customer shall not be entitled to procure for himself or third parties data or information that are not designated for him or third parties about the use of the pages and software provided.

§ 15 Special Provisions for Installation Orders

(1) If an installation is the contractual object, the furnishing of suitable display workstations, particularly the adherence to the occupational safety regulations, shall neither be owed nor inspected. Rather, this shall remain in the sphere of responsibility of the Customer. During the field trial or the installation, the Customer shall be obliged to ensure the presence of competent and trained employees and to carry out any other work with the computer equipment as required. The securing of all data lies in the sphere of responsibility of the Customer.

(2) The Customer shall be obliged to accept delivery as soon as he has been notified of its completion and field testing has been carried out. The functionality of the software shall be examined by means of a functional test. After flawless testing has been carried out, the Customer shall confirm the acceptance of the installed software by means of the signing of the test protocol.

(3) If a non-essential defect exists, then the Customer may not reject the acceptance of the delivery.

(4) If the acceptance of the delivery is delayed due to no fault of H + H, then the acceptance shall be deemed to have taken place after the passage of two weeks from the time of completion.

(5) With the acceptance of the delivery, the liability of H + H shall cease to apply for recognizable defects unless the Customer has retained the right to a warranty for a certain defect.

(6) If the installed equipment is destroyed or lost before the acceptance is made through no fault of H + H, then H + H shall be entitled to demand the agreed-upon price less the expenditures that have been saved. The same shall apply for a faultless impossibility of installation.

(7) The Customer may demand that the installation only be carried out again in accordance with Paragraph 6 if and to the extent that it is reasonable for H + H to do so while taking into consideration the other contractual obligations. For this, an additional fee must be paid.

(8) If the contractual parties have agreed upon the rendering of training services, which cannot be carried out at the agreed-upon site due to no fault of H + H, Paragraphs 6 and 7 shall likewise apply accordingly.

§ 16 Special Provisions for Licensed Software

(1) H + H shall grant, for the duration of the agreement, the simple, non-exclusive personal right (hereafter also referred to as "License") to use the enclosed copy of the software upon one individual computer and only at one location. As the Licensee, the Customer may transfer the software in physical form from one computer to another computer, provided that it is always only being used upon one individual computer at any given point in time. A more substantial use is not permitted.

If the Customer acquires a binary license, we shall supply the program in object language upon standard data carriers including documentation for a central processing unit and

– where applicable – the agreed-upon number of simultaneous users and accessible stations.

The provision of the source code shall require a special written agreement.

(2) The software and the related written materials are protected by copyright law. The production of back-up copies is permitted only for security purposes. It is expressly forbidden to copy or otherwise reproduce the software, as well as the written materials, in whole or in part, in the original or modified form or mixed together with other software or included in other software. Likewise, the retranslation (recompiling) of the software or the removal of security devices is prohibited. Copyright labeling upon the data carriers may not be removed by the Customer and must be affixed by him upon each copy.

(3) The right to use the software may be conveyed upon a third party only with the prior written approval of H + H and only subject to the terms and conditions of this agreement.

(4) The agreement shall run for an indeterminate length of time. The right of the Licensee to use the software shall automatically lapse without any termination being required if he violates any terms or conditions of this agreement. In the event of the termination of the right of use, he shall be obliged to return the original data carriers, all copies of the software including any modified copies as well as the written materials in full to us and delete the programs upon his EDP equipment. Upon request, the Customer must confirm the deletion of the programs in writing.

(5) According to the state of the technology, it is not possible to create computer software in such a way that it works flawlessly in all applications and combinations. Therefore, the contractual object is only a software which, according to the program description and the user's manual, is generally usable. For this reason, H + H shall only assume a warranty that, at the point in time of the delivery of the data carriers upon which the software is stored, the software is free of defects under normal conditions and with normal maintenance work in the processing of the materials. For the aforementioned reasons, H + H shall assume no liability for the flawlessness of the software. In particular, H + H shall assume no warranty that the software meets the requirements and purposes of the Purchaser or that it will function properly together with the other programs he selects. The responsibility for the correct selection and the consequences of the use of the software as well as the results intended or obtained with it shall be borne by the Purchaser. The same shall apply for the written materials accompanying the software. If the software is not generally usable in accordance with the aforementioned, then the Purchaser shall have the right to rescind the agreement. H + H shall have the same right if the manufacture of usable software is not possible with appropriate expenditures.

(6) For the licensed software agreements, the liability restriction stipulated under § 12 of these General Business Terms and Conditions shall apply.

The payment obligation of H + H associated with the licensing agreement is limited in total to the licensing fee paid.

§ 17 Final Provisions

(1) For the legal relationships between H + H and the Customer, exclusively German law shall apply, even if the Customer has his

residence abroad. The validity of the United Nations Convention on Contracts for the International Sale of Goods shall be expressly excluded.

(2) The place of performance for both contractual partners is Göttingen.

(3) Provided that this is permitted under German law, H + H and the Customer agree that the legal venue for all disputes originating from the agreements shall be Göttingen, Germany.

(4) In the event that individual provisions of these General Business Terms and Conditions should be or become legally invalid, then the remaining provisions shall not be affected by this. In the place of the legally invalid provision, that legally valid provision shall be deemed to be agreed upon which corresponds to the sense and purpose of the legally invalid provision. In the event of omissions or gaps, that provision shall be deemed to be agreed upon between the contractual parties which corresponds to that which would have been agreed upon in accordance with the sense and purpose of this provision if the matter had been considered from the outset.

Status as of: July 2019