

Special Terms and Conditions for Software from Limón GmbH (as of 01-11-2021)

1. Scope

These Special Terms and Conditions for Software specify the services to be rendered by Limón GmbH to the customer for the following services agreed in the main contract:

- Sale and transfer of use of a copy of standard software and individual software including the system description and user manual (hereinafter referred to as "software");
- Access to the software for software-as-a-service or managed services (hereinafter referred to as "cloud services");
- Online maintenance of the software (hereinafter referred to as "online maintenance"); as well as
- Online support of the software (hereinafter referred to as "online support").

2. General provisions

2.1. Service provisions

2.1.1. Prior to the conclusion of the contract, the customer must ensure that the system description of the software meets his requirements.

2.1.2. The customer has no claim to the transfer of the source code for the software.

2.1.3. The customer shall not be granted access rights to the database of the software. This can only become part of the service by separate agreement.

2.1.4. Installation of the software shall be performed exclusively by the Limón GmbH support team.

2.1.5. The configuration and start-up of the software shall be carried out by the customer, unless otherwise agreed. Instruction and/or training in the use of the software shall only be provided by separate agreement.

2.1.6. Limón GmbH is entitled to create improved versions of the software at its own discretion. The customer has no claim to the provision of these versions without concluding a respective agreement with Limón GmbH.

2.1.7. The services shall be provided according to the state of the art and are oriented toward the interests of the software users as a whole.

2.1.8. Limón GmbH shall only under separate agreement render services for issues resulting from incorrect operation, negligent or intentional damage, change of the software, and/or neglect of the customer's obligation to cooperate.

2.2. Right of use

2.2.1. The software shall remain the property of Limón GmbH. The software is protected by copyright. Copyrights, patent rights, trademark rights, and all other rights to the software exclusively belong to Limón GmbH, as long as it is not open source software.

2.2.2. After the customer has paid in full the initial installment as agreed, Limón GmbH shall grant the customer for the duration of the agreement a simple, non-transferable right to use the software or cloud services in the scope in line with the contract and for the purposes agreed in the contract. The customer is not permitted to grant sub-licenses, rent the software or cloud services, or lease the software or cloud services. Limón GmbH can revoke the right of use for important reasons. An important reason exists in particular if the customer, as far as it lies in his responsibility, violates an agreed essential obligation, in particular if he is unjustifiably in default of payment in a non-negligible amount.

2.2.3. If a license key is required to use the software, one shall be sent to the customer in digital form. The license key is personalized and may solely be used by the customer for the use of the software. Transferring the license key to third parties is only permitted under the terms of section 3.1.2.

2.2.4. The customer is not authorized to modify, edit, integrate into other programs, decompile, or assemble the software. The customer is not entitled to make changes to the company names, trademarks, copyright notices, and other notices regarding legal reservations and

rights of use contained in the software. Paragraph 69e of the Copyright Act (UrhG) shall remain unaffected.

2.2.5. The customer is only entitled to use the software or cloud services to process his own data for his own purposes. All data processing devices (e.g., hard disks and central units) on which the software is installed or applied in whole or in part, temporarily or permanently, must be located on the premises of the customer or a data center commissioned by the customer. In the event that the software or the access data for the cloud services are provided to third parties for service operation, the customer must ensure that the software or cloud services are exclusively used for processing his own company's data.

2.2.6. The customer is not permitted to remove or circumvent the existing protection mechanisms of the software or cloud services against unauthorized use.

2.2.7. The software and cloud services are not suitable for use for purposes critical to production (mission critical data) or for security-related purposes, in particular for monitoring data whose faulty entry may result in a risk of material damage or death. The use of the software as well as cloud services in this area is exclusively at your own risk; all liability of Limón GmbH shall be excluded.

2.2.8. Further rights of use of the customer can only be granted by separate agreements with Limón GmbH.

2.2.9. Limón GmbH may have the use of the software and/or cloud services audited by an independent auditor who is bound to secrecy, provided that Limón GmbH announces the audit 45 days in advance. The customer is subsequently obligated to pay fees arising for the use of the software and/or cloud services not covered by his rights of use within 30 days after written request. If this payment is not made, Limón GmbH reserves the right to termination of the contract for good cause and to demand compensation. The customer agrees that Limón GmbH shall not be responsible for costs that arise for the customer due to his assistance with the audit. The customer shall bear the entire costs of the audit in the event that the audit reveals a violation by the customer of the agreed use.

2.2.10. Limón GmbH reserves the right to use of suggestions on how to improve the software and cloud services sent to Limón GmbH by the customer. This right shall be exclusive, transferable, sublicensable, irrevocable, and unrestricted with regard to content, time, and place.

2.3. Customer cooperation

2.3.1. The customer is obliged to ensure state-of-the-art protection of his systems against virtual attacks by third parties, in particular against viruses, worms, and Trojan horses, which could disrupt the software or cloud services. It is exclusively the customer's responsibility to provide the necessary infrastructure for this purpose and to ensure the functionality of the software's working environment and its technical performance.

2.3.2. The customer must provide Limón GmbH the right to use systems of third parties to the extent possible and necessary to provide the services due.

2.3.3. The customer shall name at least one contact person to Limón GmbH as the responsible contact person who can provide the information necessary for the realization of the project and can make or initiate decisions himself. Changes to this contact shall be communicated to Limón GmbH without delay.

2.3.4. If the customer is in delay with the fulfillment of the actions that lie in his responsibility, the service obligation of Limón GmbH shall be suspended for the duration of this delay, which cannot be fulfilled without this action or only with disproportionate additional efforts.

2.4. Payment

2.4.1. The amount of payment and terms of payment shall result from the corresponding agreement between Limón GmbH and the customer.

2.4.2. If on-site deployment on the customer's premises becomes necessary for Limón GmbH to fulfill the services, particularly because remote access is not made possible by the customer, all travel expenses incurred shall be paid by the customer in addition.

2.5. Warranty

2.5.1. A defect is identified as the result of the analysis of a ticket. Response time is the period of time in which Limón GmbH initiates actions for the processing of the ticket and gives feedback to the customer. The response time depends on the ticket priority. The response time is by default in the service times:

2.5.1.1. Monday through Friday, 9:00 am to 4:00 pm (CET)

2.5.1.2. The following days are excluded: national holidays and holidays in the state of Hesse as well as bridge days (the day after Ascension, the day after Corpus Christi, Christmas Eve, and New Year's Eve).

2.5.2. The classification of the reported ticket into priorities shall be determined by the customer according to the explanation. Limón GmbH shall analyze the ticket and confirm whether the report is comprehensible and, if necessary, shall responsibly correct the ticket priority based on the severity of the report after consulting with the customer. In case of differences of opinion about the assignment of a ticket to a category, the customer can request classification in a higher priority category. He shall reimburse Limón GmbH for the additional expenses if he does not prove that his classification was correct.

2.5.3. The following error categories and response times shall apply:

2.5.3.1. Error category "Critical":

- The interface is not available, or
- No data or faulty data is recorded; the malfunction results in data loss,
- And a workaround solution is not available.

Response time: 1 business day.

2.5.3.2. Error category "High":

- The malfunction prevents analyses, or
- The malfunction causes incorrect depiction and/or calculation, or
- Crashes in the web application that substantially hinder working with the software, or
- Failure category 1, but the software can be used with workarounds or with temporarily acceptable limitations or difficulties.

Response time: 1 business day.

2.5.3.3. Error category "Normal":

- The malfunction restricts working with the software but does not affect data acquisition and calculation of values, or
- Functions do not or only partially correspond to the agreed function, or
- Occasional crashes in the web application occur, still allowing users to work with the software.

Response time: 3 business days.

2.5.3.4. Error category "Low":

- Errors that do not hinder users from working with the software and do not affect data acquisition and calculation, or
- Spelling errors in the language packs, or
- Depiction errors in the interface (formatting, icons, and/or content).

Response time: 5 business days.

2.5.3.5. The deadlines shall begin with the customer's submission of a ticket.

2.5.3.6. The assignment of a ticket to an error class does not automatically represent the recognition of a defect.

3. Special provisions for the sale and transfer of use of a copy of the software

3.1. Right of use

3.1.1. In the event of a sale, ownership of the relevant copy of the software shall be transferred to the customer upon full payment of the last installment.

3.1.2. In the event of a transfer of ownership, the customer shall receive the right - revocable for good cause - to transfer his right of use to third parties. In this case, the customer must give Limón GmbH the name and address of the third party and ensure that the third party is not granted any further rights of use of the software than those to which the customer is entitled according to this contract. Moreover, the third party shall be imposed with the existing obligations of this contract regarding the software. Upon transfer of the software, all rights of use in the software shall expire; number 3.3 shall apply accordingly. If the customer violates this paragraph, he shall owe Limón GmbH a contractual penalty in the amount of half of the amount that the third party would have had to pay Limón GmbH according to the price list for the software valid at that point in time.

3.1.3. The customer may only make backup copies of the software as required for safe operation. All backup copies must be stored securely by the customer, and as far as it is technically possible, must be marked with the copyright notice of the original data carrier. Copyright notices may not be deleted, changed, or suppressed. Copies of software that are no longer required shall be deleted or destroyed. The user manual and other documents provided by Limón GmbH may only be copied for internal use by the customer.

3.1.4. As far as an upgrade or replacement of the software results in the customer receiving more than one - not necessarily complete - software version, the rights of use of the additional software shall expire with the use of the new software components after a period of four weeks, paragraph 3.3 applies accordingly. The provisions of this paragraph shall also apply to services of Limón GmbH that are rendered without an obligation to do so.

3.2. Customer cooperation

3.2.1. The customer shall meet the necessary system requirements in accordance with the system description before installing the software.

3.2.2. The customer must ensure that the implementation of the software is completely finished before he uses the software.

3.2.3. The customer shall grant Limón GmbH access to the software and the data processing units on which the software is installed. He shall also ensure operability of the technical requirements necessary for execution of the installation as well as maintenance tasks such as power supply, telephone connection, and data transmission lines (remote access) and shall provide these to a reasonable extent free of charge.

3.2.4. The customer shall take reasonable precautions in the event that the software does not work properly in whole or in part, in particular related to data backup, error diagnosis, routine testing of results, and emergency planning.

3.3. Expiration of the rights of use

Upon expiration of the rights of use, the customer shall be obligated to remove the software as well as all copies and all files created therewith from its data carriers at its own expense in such a way that they can no longer be recovered. However, the customer shall be permitted to retain an existing copy of the software, limited to read-only access for archiving and testing purposes, for the period of time necessary to fulfill legal archiving obligations. After expiration of this period, this copy must be permanently deleted. At Limón GmbH's request, the customer is required to declare this by an affidavit.

4. Special provisions for cloud services

4.1. Service provision

4.1.1. Limón GmbH is entitled to change the cloud services at any time in a way that is reasonable for the customer, as long as the agreed services are not significantly affected.

4.1.2. If and as far as contractual services are significantly affected due to the provision of a new version, Limón GmbH shall announce this to the customer in text form at least three weeks before such a change

becomes effective. If the customer does not object to the change in writing within a period of two weeks after receipt of the change notification, the change shall become part of the contract. If the customer objects in due time, Limón GmbH can terminate the contract with a notice period of three months.

4.1.3. Limón GmbH is entitled, but not obliged, to extend the functional range of the cloud services at any time. As far as this is done free of charge for the customer, the customer has no claim to permanent access to these functions; in this case, Limón GmbH is entitled to discontinue the respective functions and to offer them for a fee. This shall not apply if the corresponding measures are unreasonable for the customer.

4.1.4. Unless otherwise agreed, the transfer of risk for the cloud services and the application data is the router exit of the data center of Limón GmbH. For the necessary hardware and software, which the customer must provide according to the system description, as well as for the telecommunication connection and data buses between the customer and Limón GmbH until the transfer of risk, the customer shall exclusively bear the risk and accept all arising costs.

4.1.5. Limón GmbH is entitled to have the software application and server as well as other system components for the provision of the cloud services operated in a data center by third parties. Likewise, Limón GmbH is allowed to use third-party services for data transmission.

4.2. Customer cooperation

4.2.1. The customer shall meet the necessary system requirements in accordance with the system description before receiving cloud services.

4.2.2. The customer shall make economically viable efforts to prevent unauthorized access to the cloud services by third parties. In particular, he is obliged to keep its access information secret and not to make it accessible to third parties. However, the customer is entitled to allow third parties to use his access within the scope and purpose of the contract agreed between Limón GmbH and the customer. In this case, the third party shall have no further rights of use of the cloud services and at least the same existing obligations as agreed between the customer and Limón GmbH. The customer shall bear responsibility for the use of his access, as far as he has enabled the access to the third party in an attributable way, and is liable for this as for his own conduct.

4.3. Discontinuation of services

4.3.1. Limón GmbH is entitled to stop contractually agreed services temporarily, partially, or completely, in particular to block the customer's access to the cloud services as well as to stop data transmission if

4.3.1.1. There is a threat to the facilities of Limón GmbH or its contractual partners, in particular the cloud services, or a threat to public safety due to repercussions from end devices;

4.3.1.2. The customer's access to the cloud services is used for illegal purposes;

4.3.1.3. The customer impairs the quality of the service or disturbs the function of the service of Limón GmbH or its contractual partners by an act or omission, as far as he is responsible for this;

4.3.1.4. A usage volume is registered which substantially deviates from the customer's respective usage norm;

4.3.1.5. There is clear suspicion of misuse of access; or

4.3.1.6. The customer violates an agreed essential obligation despite a one-time prior warning in text form, in particular is unjustifiably in default of payment in a not insignificant amount, insofar as the customer is responsible for this.

4.3.2. In case of 4.3.1 the customer shall remain obligated to pay the agreed amount to Limón GmbH even while the services are discontinued for the remainder of the contract period.

4.3.3. The services shall be resumed by Limón GmbH immediately as soon as the impairments according to 4.3.1 have been permanently eliminated and their repetition can be excluded.

4.4. Guaranteed availability

4.4.1. The cloud services shall be available to the customer for 24 hours per calendar day; the guaranteed availability during this time shall be 99% on a yearly average.

4.4.2. Interruptions or limitations of the cloud services for the following reasons shall not count as downtime:

4.4.2.1. Planned updates, upgrades, and maintenance work of the cloud services of which the customer received prior notification, as long as these do not exceed a reasonable duration;

4.4.2.2. Interruptions or restrictions caused at the request of the customer or because the customer failed to comply with its obligations to cooperate; and

4.4.2.3. Based on impairments which are beyond the sphere of influence of Limón GmbH. If these impairments uninterruptedly last longer than 3 months, both parties can terminate the contract for good cause.

4.5. Privacy and data security

4.5.1. From the transfer of risk, Limón GmbH shall take appropriate and economically reasonable technical and organizational safety precautions and measures, which are necessary according to the state of the art, to protect the customer's data.

4.5.2. With regard to areas for which Limón GmbH cannot carry out the security precautions and measures itself due to the subcontracting of third parties according to section 4.1.5 or further agreements, Limón GmbH shall be committed to the careful selection and supervision to the best of its knowledge and discretion; its liability shall be limited to this.

4.5.3. Limón GmbH shall carry out or have others carry out the data processing and storage exclusively in Europe.

4.5.4. The communication between the customer and the cloud services shall take place exclusively via a secure communication channel. A method corresponding to the state of the art shall be used as the mode of encryption.

4.5.5. As far as it is not technically and economically reasonable and promising to implement in another way, Limón GmbH shall be entitled to delete customer data and application data containing damaging content, if

4.5.5.1. Public safety is endangered;

4.5.5.2. Data or facilities of Limón GmbH or its contractual partners are endangered; or

4.5.5.3. Data contain illegal contents.

4.5.6. Limón GmbH shall back up all cloud services data by default at least once per calendar day. The backup of copies shall be kept for a period of 20 days.

4.5.7. The customer shall bear the risk of data gaps and data loss as far as Limón GmbH is not responsible for this. In this case, a restoration of data shall take place exclusively on the basis of a separate agreement.

4.5.8. Compliance with legal storage obligations is not part of the contractual services; the customer shall retain sole responsibility for this.

4.6. Expiration of the rights of use

Upon expiry of the rights of use, the customer's access to the cloud services shall be blocked. By this point in time, the customer must back up his existing data in the cloud services by download. Cooperative services of Limón GmbH with the data backup shall only be carried out on the basis of a separate agreement. Limón GmbH is entitled, but not obliged, to delete the data 30 days after the end of the contract period and after notifying the customer in text form.

5. Special provisions for online maintenance

5.1. Service provision

5.1.1. Limón GmbH shall render the following services:

5.1.1.1. Provision of updates: Limón GmbH continually develops the software with regard to quality, operability, and modernity, adapts them to changed requirements and transfers updates resulting from this to the customer. At least one update shall be delivered in a contract year. New main versions are only part of the service as far as this is agreed separately. The time of delivery shall be determined by Limón GmbH. Before the execution of an update, Limón GmbH and the customer shall agree on the time and execution of the update. Limón GmbH shall provide information about the changes and new contents for the respective update.

5.1.1.2. Error handling: Limón GmbH shall handle errors or other defects that occur during the proper use of the software. The error handling in this sense shall include the delimitation of the cause of the error, the error diagnosis as well as services that target the elimination of the error. Error handling services may at the discretion of Limón GmbH be carried out by a workaround or a patch delivery. Limón GmbH commits itself to inform the customer about the nature and extent of the work performed. Moreover, No. 2.5 shall apply. Existing warranty claims of the customer shall remain unaffected.

5.1.2. Limón GmbH shall guarantee the functionality of a customizing measure exclusively within the main version at the time the customizing is implemented. In this sense, customizing shall refer to the individual programming of customer-specific functions by Limón GmbH within the software.

5.1.3. Limón GmbH shall render the services for the last version of the program released to the customer.

5.1.4. Limón GmbH can deliver the new software as it was approved for the first delivery according to the contracts for the software purchase. In case of a change in the state of the art, Limón GmbH reserves the right to change the delivery method.

5.1.5. The provisions in No. 4.1.2 shall apply accordingly.

5.1.6. The elimination of malfunctions and damage caused by improper handling on the part of the customer, by the influence of third parties, or by force majeure shall not be included in the provision of services, but may be agreed in individual cases to be invoiced separately. The same shall apply to damages and interruptions caused by ambient conditions at the place of installation, by errors or non-performance of the power supply, faulty hardware, or other effects for which Limón GmbH is not responsible.

5.2. Customer cooperation

5.2.1. The provisions in No. 3.2 shall apply accordingly.

5.2.2. The customer shall examine the updates and patches immediately and thoroughly after delivery and report malfunctions, errors, and damages immediately and in writing (also by fax or e-mail). He shall support Limón GmbH in troubleshooting and bug fixing within the scope of what is reasonable. He must submit malfunction reports to Limón GmbH and provide other data and protocols that are useful in analyzing the error.

5.2.3. Before submitting an error report, the customer must carry out an analysis of the system environment within the scope of his possibilities to ensure that the error is not due to system components that are not a subject of the online maintenance.

5.3. Payment

5.3.1. The customer shall be charged an additional fee for services that became necessary due to incorrect operation, negligent or intentional damage or change to the software, incorrect software environment, or neglect of the obligation to cooperate. The amount of this additional payment shall result from the expenses incurred by Limón GmbH under consideration of the terms of the offer on which the online maintenance is based.

5.4. Contract period

5.4.1. The contract period shall begin with the order confirmation by Limón GmbH, but at the earliest with the completion of the first installation of the software.

5.4.2. The contract period is one year and shall be extended by an additional year each time it is not terminated by one party three months before the end of the respective term.

5.4.3. Termination for compelling reasons shall remain unaffected. If Limón GmbH terminates the maintenance agreement for an important reason, the customer shall not be entitled to a partial reimbursement of the package price.

6. Special provisions for online support

6.1. Service provision

6.1.1. Limón GmbH shall provide advice and assistance in connection with the functions of the é.VISOR software.

6.1.2. Online support shall serve to assist the customer in the event of problems and questions that arise in working with the software. A

technical support team member shall address the situation (by telephone, e-mail, or remote servicing) and provide expert advice, guidance, and assistance.

6.1.3. The services shall include answering questions pertaining to the general use, installation, configuration, and work with the software.

6.1.4. Routine maintenance and updates of the hardware and software, technical modifications and adjustments due to necessary operating system changes subject to a charge, updates, special customization activities, and additional customer requests are not covered by online support. These may be agreed separately.

6.1.5. Limón GmbH shall provide online support at most for the number of hours agreed (hereafter referred to as the "package"). The amount of support provided shall be recorded in 15-minute increments and deducted from the package. The obligation to render services shall end as soon as the support hours in the package have been used up.

6.1.6. Online support shall be provided primarily via remote servicing, telephone, or e-mail. On-site servicing at the customer's location shall not take place.

6.1.7. Limón GmbH shall provide online support from Monday through Friday, 9:00 am to 4:00 pm (CET). National holidays and holidays in the state of Hesse as well as bridge days (the day after Ascension, the day after Corpus Christi, Christmas Eve, and New Year's Eve).

6.1.8. Limón GmbH shall provide a support hotline and an e-mail address for this purpose. The current contact information is available on Limón GmbH's website.

6.1.9. Limón GmbH is obligated to respond to a support case within one (1) work day after receipt of the inquiry during the times indicated in section 6.1.7. Response time refers to the time period within which Limón contacts the customer to discuss the issue and take initial action.

6.1.10. The support case can only be processed if the customer has sufficiently described the issue.

6.2. Payment

6.2.1. Support packages shall be invoiced without delay after confirmation of the order.

6.2.2. The hours ordered shall be credited to the customer after the invoice has been issued.

6.2.3. Remaining amounts of support time shall automatically expire after 24 months. If the package is increased within this period, the 24-month period shall start anew from the date of the increase.

6.2.4. An on-site deployment to the customer's premises as well as follow-up services resulting from support and consulting requests shall be agreed upon separately and/or invoiced separately.

6.3. Term

6.3.1. The term shall begin on the date of the order confirmation by Limón GmbH, yet at the earliest upon completion of the first installation of the software.

6.3.2. The term shall end when the package is used up or expires.

6.3.3. This does not affect the right to termination of the agreement for compelling reasons. If Limón GmbH terminates the agreement for a compelling reason, the customer shall have no claim to partial reimbursement of the amount paid.

7. Final provisions

7.1. For the contractual relationship, the agreements defining individual orders, these Special Contract Terms for Software, and the General Terms of Engagement of Limón GmbH are applicable. In case of discrepancy, the provisions shall prevail in the order listed above. Oral ancillary agreements do not exist. Changes, amendments, and termination of this support agreement must be in written form. This also applies to the amendment of this clause on written form itself.

7.2. Should individual provisions, including any supplements, be or become legally ineffective or should a gap become apparent in these Special Terms and Conditions for Software, the effectiveness of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision that comes as close as possible to the ineffective provision in terms of its legal and economic result. In order to fill a gap, an effective provision shall be agreed that

comes as close as possible to what the parties would have agreed in terms of meaning and purpose.

The German version of these terms and conditions is applicable. The English translation shall serve only as a reference.