



PRESTIGE
enterprise

General terms and conditions

PRESTIGE as a Service

General Terms and Conditions for Application Service Providing ("GTC ASP")

of Online Software AG, Forum 7,
69126 Heidelberg, Germany

Art. 1 Subject Matter

1. Online Software AG ("ONLINE") allows Customer to use the PRESTIGEenterprise Online Service ("PRESTIGEenterprise"), based on the PRESTIGEenterprise ("PRESTIGE") software for the purpose of communicating prices and promotional information. Customer will be granted access to PRESTIGEenterprise under an Application Service Providing (ASP; "PRESTIGE as a Service") arrangement.

2. The individual contract ("Individual Contract" or "Purchase Order Form") and General Terms and Conditions for Application Service Providing ("GTC ASP") set forth the terms of use agreed between ONLINE and Customer (the "Parties") for the use of PRESTIGEenterprise, specifically in the form of "PRESTIGE as a Service" online services ("Services").

3. The use of PRESTIGEenterprise is exclusively permitted under this GTC ASP and based on the documents and attachments or exhibits that are referred to in the Individual Contract or this GTC ASP. These documents will form an integral part of the Agreement between ONLINE and Customer. Customer's conflicting, deviating or supplementary terms and conditions shall not apply, including all cases in which ONLINE does not expressly object to them. Deviating individual provisions shall be agreed in writing in order to be effective.

4. Offers submitted by ONLINE are subject to change without notice and without obligation, unless they are expressly referred to as binding, or if a validity date is given. The Agreement between Customer and ONLINE is entered by signing a Purchase Order Form, if applicable, together with a written order confirmation, or by ONLINE starting with the performance of the Services.

5. Information and representations on websites, in product or project descriptions, technical documentation, and other promotional material shall not be deemed to be guarantees

regarding a certain quality, unless ONLINE makes an express and written statement to this effect.

6. ONLINE offers PRESTIGEenterprise only to business organizations for their own commercial or self-employed professional activities. Specific terms and conditions apply to consumers. Customer is not allowed to use the PRESTIGE Services commercially on behalf of third parties, unless this reselling is permitted under a separate partner agreement entered by ONLINE and Customer.

7. ONLINE has the right to retain subcontractors. Customer may only object to the use of subcontractors for important reasons.

Art. 2 Description of Models

Based on the models and options agreed on in the Purchase Order Form, Customer will be provided with the following Services during the contract term that are described in more detail below:

2.1 PRESTIGE as a Service

With regard to PRESTIGE as a Service, the Defined User(s) of Customer will be created on a client server that is specifically provided to Customer. Customer will be granted access to the components defined in the Purchase Order Form or the service description, such as Cross Merchandising, MobileBrowser, multiple article poster, EventHandler, the functionalities of PRESTIGE Designer, PowerPoint Add-In, and the DisplayEngines and PrintEngines that display or print promotional data. The DisplayEngine is a separate software component that broadcasts promotional data created in PRESTIGEenterprise to screens and digital displays and is installed at Customer's location. The PrintEngine is the software component that manages the print functionality on the connected printers and is also installed at Customer's location. Furthermore, Customer will have access to the templates indicated on the Purchase Order Form. The remuneration will consist of the monthly service charges and onetime cost for installation and acquisition the right to access PRESTIGEenterprise ("License Package"). License fees will be computed based on the pricing model selected. Customer has the right and duty to manage the

client server on its own in accordance with the service description to which it uploads and on which it edits its own templates, own graphics, and own videos (contents) (collectively referred to as "Promotional Data"). The supplies and/or services and terms that are used in the Purchase Order Forms, service descriptions and technical data sheets are defined below:

2.2 PRESTIGEenterprise Client:

During the term of the Agreement, ONLINE will rent a server on behalf of Customer from a service provider in its own name and on its own account and will commission the service provider to operate it for the purpose of host providing services. Customer will access PRESTIGE via this server and Customer may store its Promotional Data on this server.

2.3 Templates:

PRESTIGE as a Service will include a certain number of templates in the template package as agreed in the Purchase Order Form.

2.4 Upload of Customer Contents:

Customer may upload its own contents (in particular, typefaces, fonts, photos, video sequences) to its client server and use them for creating and editing Promotional Data. Customer is fully liable for the non-infringement on third party proprietary rights, if applicable, by the data uploaded by it and will be liable for any infringements on third party proprietary rights. Customer shall indemnify and hold ONLINE harmless from and against potential third party claims asserted in connection with contents uploaded by Customer. ONLINE will not review Customer's contents for accuracy, lawfulness, etc.

2.5 Technical Details:

Access to all components of PRESTIGE and to the installation will be granted by an activation link sent by email. The DisplayEngines and PrintEngines will be selected by clicking on a download link and installed by Customer on its target system.

Art. 3 Duties of ONLINE

In connection with the providing of PRESTIGEenterprise, ONLINE has

the following contractual duties in accordance with the provisions set forth in the Purchase Order Form, in the service description, in the technical documentation and in other binding documents, and these contractual duties shall be performed during the regular business hours (business days Monday to Friday from 9 a.m. to 5 p.m., with the exception of public holidays in Baden-Wuerttemberg and December 24 and 31 of each year).

1. Use of PRESTIGE Software

1.1 During the term of the Agreement, ONLINE shall grant Customer access to the PRESTIGE computer programs via Internet dial-in or other data networks and access to any other computer programs (e.g., DisplayEngine, PrintEngine) required for using PRESTIGEenterprise under an Application Service Providing (ASP) arrangement.

1.2 Customer shall provide at its own cost the communication connections from its own computer/ network to the Internet and the PRESTIGEenterprise installation, or to the switch of the PRESTIGEenterprise client of the service provider commissioned by ONLINE.

1.3 ONLINE is obligated to maintain the software during the term of the Agreement and, in particular, to ensure its operability and to rectify defects. ONLINE shall provide Customer with new development objects and extension depending on the component and options selected by Customer. In light of the nature of the ASP model, Customer will be using the most recent software versions provided by ONLINE at all times. ONLINE shall inform Customer at an early date, however, no later than one (1) month in advance by email, if adaptations or modifications of the hardware or other components at Customer's location are required to run a new software version.

1.4 The User may download the user manual for the software to its computer and print out one (1) copy.

2. Use of Contents

During the term of the Agreement, Customer, i.e., its User(s), has (have) the right to edit the default "template" and "graphics" packages, any



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other libraries acquired by Customer, and other contents provided by ONLINE or third parties through ONLINE, and to display and print this Promotional Data. This provision shall apply accordingly to Customer's own templates.

3. Data Storage

3.1 ONLINE shall procure and maintain the hardware (server(s)) required for hosting PRESTIGE and for storing Promotional Data on the PRESTIGEenterprise client servers. ONLINE shall maintain the hardware to the extent required for contract performance and shall ensure that the hardware and server(s) have sufficient capacity and meet the agreed technical requirements (e.g., access, sufficient bandwidth, storage capacity). ONLINE shall carry out foreseeable maintenance tasks within the downtimes explicitly defined in the Service Level Agreement (SLA). In urgent cases, ONLINE may also carry out maintenance work outside the scheduled downtime periods. ONLINE shall ensure that the resulting disruption of data retrieval is reduced to a minimum.

3.2 ONLINE shall take appropriate measures against a loss of stored Promotional Data and to prevent unauthorized third party access. Furthermore, ONLINE shall store the Promotional Data in accordance with the state of the art. These precautions only apply to the server(s) provided by ONLINE. Customer remains responsible for all systems installed at Customer's location.

4. Services and Service Level Agreement

4.1 In case of a fault or system failure of PRESTIGEenterprise or other problems, the ONLINE helpdesk will serve as Customer's single point of contact. The issue will be treated in accordance with the provisions and procedure described in the Service Level Agreement (SLA) that is attached to this GTC ASP as an Exhibit. The SLA also sets forth the response times for error correction, the downtimes for maintenance work, backups and new software version uploads that will result in a disruption of the PRESTIGEenterprise Services.

4.2 In addition to assistance in the event of faults or errors, the ONLINE

hotline will answer Customer's general questions regarding the optimization and operation of PRESTIGEenterprise during the regular business hours.

5. Services Not Covered by the Agreement

On-site assignments at Customer's location, rectification of problems due to operator errors, improper use or other external influences that cannot be attributed to ONLINE;

- customizing and extensions of the Software;
- installation and implementation of the Software on Customer's computers;
- instruction and training of personnel;
- error correction outside the regular business hours;
- reviews requested by Customer;
- data restoration and backup measures;
- hardware or operating system migration.

6. Training Sessions

ONLINE offers training sessions that are specifically tailored to the needs of Customer. Scope and type of training sessions are defined in the training schedule, if agreed between the Parties, or any other separate agreement. Training sessions will be charged separately in accordance with the then-current ONLINE price list.

7. Additional Services

Upon Customer's request, ONLINE is prepared to provide additional services that are related to PRESTIGEenterprise, but not included in the service packages for each of the components, under a separate Individual Contract. In particular, this shall apply to

- services provided on-site at Customer's location (e.g., installation, integration, implementation, and adaptations);
- other services such as the creation of templates and customized graphics libraries.

The provisions of this GTC ASP shall apply to such additional services accordingly. Unless otherwise agreed, the remuneration will be charged based on actual expenses and the then-valid price list.

Art. 4 Technical Pre-Requisites

1. Customer is responsible for the connection of its computers and systems with the ONLINE servers and for the necessary technical devices at Customer's location as well as for the administration of the client server (if made available). Customer shall take the customary data security precautions (e.g., anti-virus software and firewalls), in particular, to prevent the transfer of virus infected data to the ONLINE servers and phishing of log-in data (see Art. 5). It will bear the costs for these devices and precautions as well as for the connection with the ONLINE servers. For the purposes of remote maintenance, Customer shall install TeamViewer in order to enable ONLINE to assist Customer in the event of fault or errors upon Customer's request. ONLINE shall send the password to be entered by Customer by fax. Customer shall provide ONLINE with the TeamViewer ID displayed on Customer's device.

2. ONLINE offers access to PRESTIGE with its various components subject to the Internet conditions prevailing at that time. Therefore, the availability of PRESTIGE depends on third parties, in particular, network operators. PRESTIGE does not have any impact on the availability, stability and speed of network connections in the Internet. Insofar, ONLINE does not assume the obligation to keep PRESTIGE available for retrieval without any interruption or fault. The responsibility of ONLINE for data transmission ends at the switch of the PRESTIGEenterprise installation or of the PRESTIGEenterprise client, respectively.

3. ONLINE is not obligated to perform the Agreement in the event and during the period in which exceptional circumstances prevail, for which ONLINE is not responsible. These exceptional circumstances include force majeure and other contingencies (e.g., operational disruptions, difficulties in the procurement of material, transport delays, strike, lock-out, short-age of labor, energy, or raw

material, difficulties in obtaining the necessary official authorizations) and Customer's failure or delay in cooperating with ONLINE and any time periods during which ONLINE waits for prerequisite information, records, or Customer's decisions.

Art. 5 Access Authorization

1. ONLINE shall setup an access authorization for the User(s) ("User") of Customer and shall assign them a user name and a password which Customer shall keep in strict confidence. If a culpable breach of this confidentiality duty should enable third parties to use PRESTIGE, Customer will be liable for any damage and/or loss resulting from this breach. Customer is responsible for the acts and omissions of its Users and for its own acts and omissions and shall bind its Users to the duty to use PRESTIGE as a Service in accordance with its contractual obligations. Customer shall inform ONLINE promptly and in writing when it becomes aware of an unauthorized use of PRESTIGE.

2. An access authorization enables only the Named User to log into PRESTIGE (Named User model) and cannot be used by more than one User or used by more than one User concurrently. However, access authorizations may be transferred from one individual to another, if the initial User is no longer permitted to use PRESTIGE.

3. Customer can change the user name and password.

4. If Customer has acquired additional User licenses, it may set up any number of Users for which it holds licenses.

5. ONLINE reserves the right to investigate any suspected unauthorized use or breach of contract, to take the corresponding precautions and, if applicable, to suspend the access authorization of Customer in the event of a justified suspicion (see Art. 12 par. 2 of this GTC ASP).

6. Users may access certain features of PRESTIGE as a Service also via mobile applications (mobile apps) that will be made available via third party platforms such as the Google Play Store or the Apple App Store. The use of these platforms or mobile



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applications, respectively, may be subject to the corresponding terms and conditions that Customer agrees to prior to the download or access to the platform or mobile app, respectively, and this GTC ASP shall only apply in a supplementary manner.

Art. 6 Rights to Use

1. Customer is granted the non-exclusive and non-transferable right to use the ordered components and options under the Individual Contract and the provisions set forth below during the term of the agreement and for use within Europe; Customer is granted the foregoing rights to enter, output, and edit Promotional Data on screens and other digital display devices and in printed form in the agreed manner for processing its own business transactions. Only the designated and named Users are allowed to use PRESTIGE ("Named User" model). The PRESTIGEenterprise software and any other computer programs only run on the ONLINE servers or the PRESTIGEenterprise clients installed at third party locations. Only the client software (DisplayEngine, PrintEngine) will be installed at Customer's location. With regard to client software, Customer is granted the non-exclusive right to use the client software during the term of the Agreement on its computer(s), unless the Parties agree on an unrestricted use of the client software. Should the right to use be restricted to the term of the Agreement, the client software shall be deleted upon the termination or expiration of the Agreement and, upon request, the deletion shall be confirmed to ONLINE in writing. Unless Customer is expressly granted rights, ONLINE reserves any and all rights in and to PRESTIGEenterprise and work results, if any, including those that were created through the requirements or cooperation of Customer.

2. With regard to contents to which Customer has access (basic "templates" package, libraries ordered separately, if any, etc.) Customer has the right to select these contents, to edit them as required (e.g., by combining typefaces with photos, or adding prices), to display them on the agreed number and type of screens or digital display devices, and to print them and to store them on the corresponding servers of the

PRESTIGEenterprise installation under the Hosting Agreement. The basic packages, libraries and other contents provided by ONLINE are copyrighted, and the corresponding components and libraries are database works or databases within the meaning of the German Copyright Act. These shall be exclusively used within the scope of the license rights acquired by Customer and subject to the provisions set forth in the Individual Contract and the service description. The same applies to other existing functionality such as search engines. The use of material portions of individual databases, as to quantity or quality, and the systematic use of minor portions that equals, in view of type and scope of use, the use of material portions of the database, is not permissible.

3. The renting, providing, or use by or on behalf of third parties, time sharing arrangements, outsourcing or data center use or any other use of PRESTIGEenterprise, with or without remuneration, by or on behalf of third parties is not permissible, unless the prior written consent of ONLINE has been obtained. The retrieved contents may only be used for Customer's internal business purposes or by companies in which Customer holds a participation of no less than fifty (50) percent. Unless permissible pursuant to mandatory statutory provisions, Customer shall not copy, translate, disassemble, decompile, reverse engineer, or modify the Software in any other manner, neither in whole nor in part, nor create derivative works hereof.

4. Customer shall not remove any copyright notices, trademarks, or other proprietary notices from the retrieved contents. Customer shall identify ONLINE or third parties retained by ONLINE as the origin of the contents.

5. If there is reason to suspect an unauthorized use of the contents, ONLINE has the right to verify the use, block the access (cf. Art. 12 par. 2 of this GTC ASP) and, if cause exists, to terminate the Agreement without notice.

Art. 7 Customer's Responsibility

1. Customer shall cooperate free of charge with ONLINE to the extent required; Customer's cooperation

is considered a material contractual duty that shall be complied with in time, properly and fully. In particular, Customer shall provide ONLINE with all information required for contract performance in a timely manner and will provide the necessary IT infrastructure, system environment, and telecommunications equipment for access to PRESTIGEenterprise. Customer shall bear the negative impact and additional costs incurred due to a violation of its duty to cooperate with ONLINE. Customer represents that it is authorized to store, use, and make available the information, contents (in particular, photos and videos), data, and logos provided by it, and that it observes any statutory provisions, including, but not limited to data protection, copyrights, and trademark law.

2. Likewise, Customer is responsible for the accuracy, completeness and lawfulness of data edited by it (e.g., prices). Prior to displaying or printing data, Customer shall make a test run.

3. Customer shall immediately notify ONLINE of any apparent defects and faults in the Services, and of any threats (e.g., from computer viruses) and reasons to suspect abuse by third parties. To the extent that Customer can be reasonably expected to do so, it shall take all necessary actions to determine, delimit, and document these defects and faults.

4. Customer shall defend, indemnify and hold ONLINE harmless from and against any damage and/ or loss due to third party claims that are asserted based on an unlawful use of PRESTIGEenterprise by Customer or that are related to data protection, copyright, or other legal disputes in connection with the use of PRESTIGEenterprise that were caused by Customer.

Art. 8 Statutory Rights /Liability for Defects

1. In accordance with the technical descriptions contained in Articles 2-4 ONLINE warrants that PRESTIGEenterprise will operate as set forth in the service descriptions of the corresponding components and options. Liability of ONLINE under contract law and tort for defects that already existed at the time of contract conclusion (pursuant to section 536a of the German Civil Code) is excluded. Customer shall cooperate with ONLINE (Art. 7).

2. At the discretion of ONLINE, subsequent performance will take place by rectifying an error, providing a new program version, or new contents, or by providing Customer with a reasonable workaround to avoid the effects of the defect. Customer is not entitled to claims due to minor impairments in the use of the Software, during data retrieval, or with regard to contents that do not materially impair the use of PRESTIGEenterprise under Customer's statutory claims. However, ONLINE will use its best efforts to rectify such errors as a gesture of goodwill.

3. If third parties assert claims to proprietary rights against Customer, Customer shall notify ONLINE immediately in writing. At its sole discretion, ONLINE shall defend against or satisfy the claims. ONLINE may either (a) acquire the right for Customer to use PRESTIGE as a Service as contractually agreed, or (b) replace the infringing software or contents with equivalent components, if Customer can be expected to accept this, or (c) terminate the Purchase Order Form for the Services concerned and refund any remuneration paid by Customer in advance for the remaining contract term. Customer shall not recognize any third party claims at its own discretion. ONLINE shall defend Customer against third party claims at its own expense, and shall indemnify and hold Customer harmless from and against from any costs and damage and/ or loss pursuant to this Art. 9.

4. If subsequent performance has finally failed, or if the defense against or settlement of third party proprietary rights fails, Client has the right, at its discretion, to reduce the remuneration, to rescind the Agreement, and/ or to claim damages or the reimbursement of wasted expenditures. The two latter claims are subject to Art. 9.

5. Claims based on defects as to quality shall come under the Statute of Limitations after 1 (one) year. Claims based on defects in title shall also come under the Statute of Limitations within one (1) year, unless the defect in title is due to a right in rem of a third party entitled to claim the deletion of the software or contents, and in all other regards the statutory provisions shall apply. The Statute of Limitations shall also apply



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if a defect as to quality or a defect in title was maliciously concealed or in the event of intentional wrongdoing or gross negligence, or in the event of a damage and/ or loss due to death, bodily injury or health damage, or based on the statutory liability under the Product Liability Act.

Art. 9 Liability

1. ONLINE shall pay damages or reimburse wasted expenditures, irrespective of the legal cause, only to the following extent:

- in case of intentional wrongdoing and gross negligence in the full amount;

- in all cases of negligence only for violation of a contractual duty that is of such material importance that the attainment of the purpose of the Agreement would be jeopardized and on compliance with the same Customer may therefore rely (so-called cardinal duty), limited, however to the foreseeable and typical damage and/ or loss. In the latter case, liability for each incident shall be limited to three (3) monthly fees for the selected contract type and for all incidents within one (1) contract year, the aggregate liability amount is limited to the total annual fee for the corresponding contract type, provided, however, that ONLINE shall be liable for no less than EUR 750.00.

2. In the event of a loss of data, ONLINE will be liable within the limits set forth above, only for that damage and/ or loss culpably caused by it that also would have occurred if a due, i.e., state-of-the-art backup system, adequate in view of the risk involved, had existed at Customer's business operations.

3. The defense of comparative negligence remains unaffected. The statutory liability under the Product Liability Act and for death, bodily harm or health damage of Customer remain unaffected by this Art. 9.

4. The foregoing terms and conditions shall apply accordingly to the liability of executive bodies (Organe), legal representatives, employees, and vicarious agents of ONLINE.

5. All claims to damages or reimbursement of wasted expenditures that are asserted against ONLINE under contractual or extra-con-

tractual liability shall come under the Statute of Limitations within one (1) year. The limitations period shall commence in accordance with the applicable statutory provisions and shall expire – if the statutory maximum period applies – upon the expiration of a five (5) years period from the date on which the claim arose. This shall not apply to liability for intentional wrongdoing or gross negligence, or for damage and/ or loss due to death, bodily harm, or health damage or under the Product Liability Act. The provisions set forth in Art. 8 par. 5 of this GTC ASP remain unaffected.

Art. 10 Data Protection and Confidentiality

1. The Parties agree to treat any Confidential Information of the other Party which they may obtain prior to and in the course of contract performance as strictly confidential for a period of two (2) years beyond the expiration or termination of the Agreement and to exclusively use them for the purpose of contract performance. The term "Confidential Information" refers to information that either Party protects against unrestricted disclosure to third parties or that must be considered to be Confidential Information in view of the circumstances of its disclosure or its contents. In connection with Confidential Information provided by the other Party, the receiving Party shall take all reasonable measures in order to treat the other Party's Confidential Information in strict confidence and shall only allow those individuals access that need access for the purpose of contract performance. This shall not apply to such Confidential information that was independently developed by the receiving Party without recourse of Confidential Information provided by the disclosing Party, or that was legitimately obtained from an authorized third party that was not bound to a confidentiality duty, or that came into the public domain with no contract breach by the receiving Party, or that was already known to the receiving Party at the time of disclosure, or if the disclosing Party had granted its express prior consent to the disclosure. This obligation shall survive the expiration or termination of this Agreement.

2. Customer shall be responsible for

its contents and data posted and for their upload to PRESTIGEenterprise. Customer will collect, update, and process any personal data contained therein only in accordance with the applicable Data Protection Act. Customer is hereby informed that ONLINE processes its data to the extent required for the performance of this Agreement and in compliance with the data protection rules and regulations. In particular, when processing personal data, ONLINE shall bind its employees to data secrecy in writing, unless these have signed a comprehensive non-disclosure agreement at an earlier date. If Customer collects, processes, or uses personal data, it shall ensure that it is authorized to do so under the applicable statutory provisions, in particular, data protection rules and regulations, and in the event of a violation of these provisions, Customer shall indemnify and hold ONLINE harmless from and against any third party claims.

3. The Parties shall enter into an Agreement on Commissioned (Data) Processing that complies with the applicable statutory requirements. In the event of conflicts between this GTC ASP and the Agreement on Commissioned (Data) Processing the latter shall prevail over this GTC.

4. In addition, ONLINE may use Customer's data in de-identified form for the purpose of the customizing PRESTIGE and market research; Customer may object to this use at any time. In the event Customer has granted its consent, ONLINE may use Customer's data also for personalized advertising, customizing, and market research; Customer may revoke this consent at any time. Personal data shall only be provided to third parties, if permitted and/ or required under statutory provisions, or if Customer has granted its express consent.

Art. 11 Payment Terms

1. The prices for PRESTIGE as a Service, for the other services of ONLINE and the individual components are set forth in the Individual Contract and, if applicable, in the then-current price list. The price list, as amended, is attached to the Individual Contract and this GTC ASP refers to the then-current price list. ONLINE will charge Customer

for any additional services provided on a monthly basis at the beginning of the month upon performance together with the activity reports that are customarily used by ONLINE.

2. In the event of orders or additional orders (new engines, etc.) that are placed in the course of a calendar year, the Parties shall agree on the applicable payment terms. No cash discount will be granted.

3. Unless otherwise indicated, any amounts shown will be Euro (EUR) amounts, plus the then-applicable value added tax. Customer will be granted access to PRESTIGEenterprise immediately upon receipt of payment. In the absence of an agreement, invoices are due for payment immediately upon receipt by Customer. In the event of a delay, the outstanding claims of ONLINE will bear interest in accordance with the statutory provisions on the consequences of late payment. ONLINE reserves the right to assert any other claims to damages it may have.

4. In the event of Customer's default in payment, ONLINE has the right to block Customer's access to PRESTIGE as a Service upon the unsuccessful expiration of a reasonable grace period. Service provision will be continued upon settlement of all outstanding claims and a reasonable period for resuming the Services. The payment obligation remains unaffected by this clause. Customer shall not offset claims, unless its counter-claims are undisputed or have been finally adjudicated. Customer may exercise a withholding right and invoke the defense of non-performance only with regard to business transactions under this Agreement and only in the event that Customer's counter-claim is undisputed or has been finally adjudicated.

5. Partial payments made by Customer will be used to settle the oldest outstanding claims of ONLINE first.

Art. 12 Term and Termination

1. The initial term of this Agreement is twelve (12) months from the date of the Purchase Order Form or from the order confirmation issued by ONLINE, respectively. The Agreement will be automatically renewed for another twelve (12) months, unless it is terminated by either of the Parties



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by giving three (3) months' notice effective at the end of the respective contract term. The parties reserve the right to terminate this Agreement or the Individual Contract for cause. ONLINE has the right to terminate the Agreement for cause without notice, in particular, if Customer (a) is in default with its payment of the remuneration during two (2) consecutive months, is in default with a sum that amounts to two (2) rental fees during a period that is longer than two (2) months, or (b) becomes insolvent or unable to meet its obligations at their maturity.

2. Notwithstanding its right to terminate the Agreement, ONLINE has the right to suspend Customer's access to PRESTIGE as a Service to prevent damage, if and to the extent there is a reasonable probability that a non-conforming use of PRESTIGE as a Service by Customer has a negative effect (a) on the operation of PRESTIGE as a Service, (b) on other customers of ONLINE, or (c) on the rights of third parties, or violates applicable law in such a manner that immediate action to prevent damage must be taken. To the extent possible and reasonable, ONLINE shall notify Customer in advance.

3. Upon the expiration or termination of the Agreement (a) access of Customer to PRESTIGE as a Service will end, (b) Customer's right to use PRESTIGE as a Service will expire, and (c) all amounts that are outstanding at the date of termination or expiration will become immediately due for payment. The termination of individual Purchase Order Forms does not affect the other Purchase Order Forms or Individual Contracts between the Parties.

4. With regard to training sessions, Customer may cancel its participation up to seven (7) days prior to the scheduled date without incurring any costs. If the training session is canceled at a later date or if Customer fails to attend, the fees for the training sessions will be invoiced in the full amount. Saved expenditures will be offset against these outstanding amounts.

5. Notice of termination must be given in the written form to be legally effective.

6. Any time during the term of this

Agreement and after the termination or expiration of this Agreement, ONLINE shall allow Customer to download its contents and data via PRESTIGE as a Service, or return Customer's contents in their native format or in a common format in some other way and free of charge. Irrespective of whether Customer has retrieved, downloaded or requested its contents, ONLINE reserves the right to delete them finally and permanently after two (2) months from the expiration or termination of the Agreement, unless their storage is required pursuant to mandatory legal provisions; however, this shall not apply in the event of a timely request regarding the return of data made by Customer which had not been complied with by ONLINE. As a pre-condition for the return of data and contents, ONLINE may require Customer – and Customer agrees to comply with this request – to confirm the receipt of its data and/or contents. During the period of two (2) months after the termination or expiration of the Agreement, Customer will not have access to PRESTIGE as a Service, notwithstanding the reason for termination.

Art. 13 Modification of Services

1. If the technical or legal underlying conditions of Internet use should change and if ONLINE cannot reasonably be expected to continue the provision of its Services or to modify its Services - taking into account the full mutual interests of both Parties - since the remuneration paid by Customer is out of proportion, which was not foreseeable at the time of contract conclusion, ONLINE reserves the right to modify or discontinue its Services, or to continue the provision of its Services only upon a price adjustment.

2. ONLINE shall notify Customer of a substantial impairment in the provision of the Services in a timely manner (at least one (1) month in advance) in writing, explain the situation, and, if applicable, request a higher remuneration, or announce a modification or the discontinuation of its Services. Unless Customer objects to the modification within one (1) month from receipt of the announcement, this modification is deemed to have been approved, and from this date the modification of remuneration and Services will

become a binding component of the Agreement entered between ONLINE and Customer. ONLINE shall advise Customer of this consequence in its notice regarding the modification.

3. ONLINE has the right to further develop, modify, restrict, or enhance the contents, options, and components, to replace contents, or to reasonably modify components with regard to their contents, in particular, to make new features, functionality, and improved efficiency available to Customer. Accordingly, ONLINE reserves the right to modify the Services or PRESTIGEnterprise from time to time, to the extent Customer can be reasonably expected to accept this, taking its best interests into account, and provided, however, that the functionality is not reduced. Some modifications will be made available to Customer free of charge. If ONLINE adds additional functionality to a certain component, ONLINE may request Customer to pay additional remuneration prior to the implementation of this additional functionality. Customer will acquire this additional functionality at its own discretion or continue to use the PRESTIGEnterprise version without additional remuneration that ONLINE makes generally available (without any additional functionality). If any of the modifications referred to above should result in a significant restriction of the component subscribed to by Customer, Customer has the right to terminate the Agreement in this regard without notice. The right to termination can be exercised within one (1) month from the occurrence of a significant restriction and timely notification of Customer by ONLINE in accordance with Art. 13 par. 2.

4. ONLINE has the right to reasonably adjust the remuneration in consideration of the general trend of prices. The permissibility of price adjustments shall be based on the index of the average gross monthly salary of full-time employees in Germany in the industry: "Provision of information technology services (German Federal Statistics Office, Fachserie 16, Reihe 2.4, Gruppe J62)". In the event of cost reductions, ONLINE shall proceed accordingly. Upon request, ONLINE shall submit evidence for both cost reductions and cost increases to Customer once and as soon as they have occurred, and in the event of cost reductions

and/ or cost increases either shall be taken into account. Notice of a price adjustment shall be given no less than two (2) months in advance and will become effective at the beginning of the billing period that follows the notice period.

Art. 14 Final Provisions

1. With the exception of the assignment of monetary claims, Customer is not allowed to assign or transfer any contractual rights or duties to third parties – including any affiliated companies of Customer – unless it has obtained the prior written consent from ONLINE.

2. All notifications and declarations in connection with this GTC ASP and the contract provisions must be made in the written form, unless another form of communication has been expressly permitted. In particular, the modification of the mandatory written form requirement must be made in the written form. "In the written form" shall mean a document that carries a handwritten signature, but transmission by telefax or email shall suffice. Appendices and Exhibits, in particular, Appendix 1 Service Level Agreement for Application Service Providing ("SLA ASP"), see below, form an integral part of the Agreement.

3. Should any provision of this GTC ASP be or become invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect. The Parties agree to amend the resulting gap, if any, by a provision that most closely matches the original business intention of the Parties with regard to this particular provision and the overall Agreement. The same applies to an omission.

4. The laws of the Federal Republic of Germany shall exclusively govern all legal relationships arising under and from this Agreement, and the UN Convention on the Sale of Goods (CISG) and the conflict rules of international private law are excluded.

5. In the absence of an agreement, the place of performance shall be the registered office of ONLINE. If Customer is a business person as defined in the German Commercial Code (HGB), a legal entity under public law, or a special fund under German public law, the exclusive

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place of jurisdiction for all disputes that directly or indirectly arise out of or in connection with this Agreement shall be the registered office of ONLINE. The same applies, if Customer does not have a general place of jurisdiction within Germany. ONLINE may bring action against Customer before any other national or international court having competence.

(Version 06/2022)

Service Level Agreement for Application Service Providing ("SLA ASP")

of Online Software AG, Forum 7, 69126 Heidelberg, Germany

1. PRESTIGEenterprise Helpdesk Services:

In case of a fault or system failure, or in case of any other problems the PRESTIGEenterprise helpdesk will serve as Customer's single point of contact. Customer may contact the helpdesk via the telephone number and email account indicated below. The problem reported by Customer shall be dealt with in accordance with the procedure described below.

1.1 Helpdesk organization

- First-Level Support

The contact between Customer and helpdesk shall only be handled by the first-level support. The first-level support receives all calls and reports from Customer and is responsible for the solution of minor problems and for informing Customer on the state of the problem analysis and the removal of the problem.

- Second-level support

The second-level support organization analyzes and resolves problems in the application environment and/or problems with the configuration at application level.

- Third-level support

The third-level support organization resolves any problems at source code level.

The first-/second-/third-Level Support will be located at the registered office of ONLINE. ONLINE reserves the right to move the support organization to

other cities or to other countries.

1.2 Receipt of Customer's reports

Customer may contact the PRESTIGEenterprise helpdesk as follows:
Phone number: +49 6221 40508-44
eMail: hotline@online-software-ag.de

1.3 Service hours

The service hours of the helpdesk are as follows:

Mon – Fri, 9 a.m. to 5 p.m. (except public holidays at the first-level support location in Weinheim, Germany, and December 24 and 31)

1.4 Processing Customer's report

The first-level support will receive Customer's call or report, respectively.

The first-level support will discuss the problem with Customer and prepare a detailed problem description together with Customer. The situation will be analyzed based on this problem description. To the extent possible, the problem shall be resolved through the first-level support. Otherwise, the first-level support shall escalate the problem to the second-level support.

The second-level support shall examine whether the fault is related to a configuration problem or whether it is related to the application itself. If necessary, the first-level support organization shall contact Customer to obtain further information.

If the problem can be resolved through the second-level support, the first-level support will be informed that will pass on the information to Customer. If it is not possible to resolve the problem, the second-level support shall determine the error category of the error (cf. Art. 1.5) and escalate the problem to the third-level support.

The third-level support shall take all measures to resolve the issue, as required by the respective error category. After the problem has been resolved, the first-level support shall be informed, and this organization will inform Customer of the resolution of the problem.

1.5 Error categories („Bug states“)

The helpdesk shall categorize errors or problems as follows:

- Error category A – urgent problem: the contractual use is unreasonably restricted or precluded (error preventing program execution). PRESTIGEenterprise cannot be used at all;

- Error category B - severe problem: The contractual use is significantly restricted (error impairing program execution). There is a severe problem, individual features of PRESTIGEenterprise are not available so that the use of these features as a whole is not possible with regard to significant aspects;

- Error category C - subordinate/minor problem: The contractual use is not or only slightly impaired by the error (other requirements). The defect does not have any significant effect on the functionality and usability of PRESTIGEenterprise.

1.6 Response times

The response time is that period of time within which the incident shall be resolved at the respective support level or the respective helpdesk support level shall commence with the fault analysis and the removal of the defect.

For errors classified as category A error, ONLINE shall start the problem resolution activities immediately. ONLINE shall inform Customer of the progress of the problem resolution activities on a regular basis.

Category B errors will be analyzed and documented within five (5) business days and will be rectified by the subsequent patch revision.

Category C errors will be resolved by ONLINE – if considered reasonable by ONLINE and specifically requested by Customer – no later than on the date when the subsequent release is shipped.

If the incident is reported outside the service hours, the response

time shall start upon the start of the service hours on the subsequent working day. In the event that the incident is reported during regular service hours, the remainder of the response time that is left at the end of the service hours for that day will start to run again at the start of the service hours on the following business day.

1.7 Customer information

The first-level support shall inform Customer by phone or email, if the problem is escalated to the next higher support level or as soon as the incident has been resolved.

2. Technical Equipment:

Customer shall have the following technical equipment available to enable ONLINE to perform its services: Internet-Protocol (IP), ATM or Frame relay.

3. Availability:

ONLINE guarantees a 99% server availability based on a full calendar year.

4. Downtime:

ONLINE shall perform the required maintenance work, backups, installation of upgrades and updates, and any other services that will cause a disruption in data retrieval during scheduled downtime periods in order to minimize the impact on Customer's business operations.

Service disruptions (downtime) of more than four (4) hours required for maintaining the system, for installing updates or upgrades, or for any other services shall be announced by ONLINE to Customer (the person in charge of the system or his/ her alternate) at least seven (7) days prior to the scheduled downtime, unless the interruption was unforeseeable.