General terms and conditions for the supply and licensing of software
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Section 1 Scope of validity of the general terms and conditions

1. These general terms and conditions for the supply and licensing of software (hereinafter "T&C for software") are valid for the supply and licensing of standard software (hereinafter "software") by SCHULER Consulting GmbH (hereinafter "Contractor") to customers in commercial business transactions.

2. If, in addition to the supply of software, the provision of services, such as development, adaptation and integration services are agreed, for these latter services, in addition to these T&C for software, the general terms and conditions of the Contractor for the provision of services (hereinafter "T&C for services") apply. The continued provision of maintenance and support services for software by the Contractor when commissioned accordingly by the customer is based on a separate contract.

3. These T&C for software in their respective current version also apply for all future contracts regarding the supply and licensing of software between the Contractor and the customer, even if there is no further explicit reference thereto.

4. The properties and functions of the software, the type and scope of the licenses purchased, and the amount of the remuneration result from the specific individual contract, in particular from the offer from the Contractor, from the product description for the software, and/or from the price list of the Contractor. In the event of conflicts, the customer-specific regulations in the individual contract take priority over these T&C for software. General terms and conditions of the customer do not apply even if the Contractor delivers software without expressly contradicting these general terms and conditions.

5. Unless otherwise agreed, for any external programs or other third-party products (e.g., databases) designated expressly in the individual contract as third-party products (this applies, for example, for the AutoCAD software from the manufacturer Autodesk) that the Contractor delivers to the customer either as a separate product or as an OEM version integrated in their own standard software, the contract and license conditions of the respective manufacturer or supplier apply. In particular, these may contain regulations on the granting of the rights of use and on the warranty and liability that deviate from these T&C for software. The Contractor states explicitly that it has no influence on the business and licensing policies of the manufacturers and cannot prevent, for example, that, as a result of changes to the license models for the third-party products or due to support ending for certain version statuses, the customer may have to pay costs for a required upgrade, for example. At the time the contract is concluded, the Contractor shall draw the customer's attention to the contract and license conditions for third-party products. If the contract and license conditions for the third-party products have gaps, the regulations of these T&C for software apply in addition in this respect.

6. For open source software that the Contractor supplies to the customer, the respectively applicable open source license conditions take priority. The license conditions in these T&C for software also apply accordingly. When requested to do so, the Contractor shall make the applicable open source license conditions available to the customer free of charge. Within the scope of its responsibility, the customer shall ensure compliance with the open source license conditions applicable to the open source software.

7. In particular, the Contractor uses software from the manufacturer Autodesk as a third-party product, and primarily the product AutoCAD. If the Contractor supplies AutoCAD to the customer in its own name and on its own account as an OEM version, the customer undertakes to use AutoCAD only in conjunction with the software it has purchased and, in addition, to comply with all license conditions of Autodesk. If AutoCAD is not included within the agreed scope of delivery for the customer, the customer undertakes to agree a valid license contract with the manufacturer or a supplier that authorizes them to use the currently valid version of AutoCAD (together with the software from the Contractor). If the customer licenses AutoCAD or other third-party software or open source software itself by, for example, downloading it from the manufacturer's website, the Contractor is not the contracting party in this case; the Contractor also accepts no consulting liability toward the customer, e.g., with regard to licensing issues. In this case, the contract and license conditions applicable to the third-party product apply exclusively to the contractual relationship between the customer and the manufacturer or supplier.

Section 2 Offers, delivery deadlines, scope of delivery, customer responsibility

1. Offers from the Contractor are without obligation and non-binding unless the offer is declared as binding in writing. In this case, the offer from the Contractor is valid for two (2) weeks unless otherwise indicated. On its part, the customer remains bound for four (4) weeks to declarations given on the agreement of contracts.

2. Delivery schedules and deadlines are approximate and non-binding unless they are expressly designated as binding in the offer from the Contractor. Compliance with the agreed delivery schedules and deadlines requires the timely receipt of all required documents and information as well as the timely supply of the required provisions and cooperation by the customer.

3. Events outside the control of a contracting party, such as force majeure, strikes, lockouts, non-delivery or delay in the delivery of supplies from third parties despite congruent covering transactions being agreed, that make the delivery or performance significantly more difficult or temporarily impossible, authorize the affected contracting party to extend the fulfillment of its obligations by the duration of the impediment plus an appropriate restart time. The contracting parties shall inform each other of the occurrence and the end of such circumstances without delay.

4. Unless otherwise agreed, on delivery, the customer shall receive the currently valid version of the software. The customer has no claim to the supply of the source code of the software; the only exceptions to this are such open source programs whose license conditions expressly allow for the supply of the source code. Together with the software, the customer shall receive an integrated electronic user manual in German and English.

5. Unless the contracting parties agree otherwise, the customer is responsible for the installation and integration of the software in its existing system environment, for meeting the system prerequisites, for the smooth interaction between software and hardware, as well as for the interaction between the software delivered and other software applications of the customer. The provision of services above and beyond the delivery and licensing of the software, such as the commissioning of the software, the adjustment of the software to the particular needs of the customer, the creation of interfaces to existing programs of the customer, and other implementation and integration services require the conclusion of a separate agreement.

Section 3 Rights of use of the software

1. In the relationship with the customer, the Contractor or its licensors are exclusively entitled to all copyrights and industrial property rights to the software (including all new versions). The customer receives only the simple rights of use to the software described in this Section 3.

2. Unless otherwise regulated in an individual contract, for the software delivered, the Contractor grants the customer, conditional on complete payment of the agreed remuneration, the non-exclusive right, unlimited in time and location, to use this software for the agreed purposes or for the commercial purposes of the customer as

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stipulated by both contracting parties. For a temporary supply of software, the applicable special rules in Section 10 of these T&C for software take priority.

3. The customer may save and operate the software on the type and number of systems contractually agreed, as well as for the agreed type and number of licensed units (e.g., authorized users, workstations). The type and scope of the rights of use granted and the range of content of the licenses (e.g., the agreed purposes of use) are stipulated in detail in the individual contract. The rights of use granted refer solely to a use of the software in the object code. Within the scope of the contractual use, the customer is authorized to copy the software and to make the required backup copies, which must be labeled as such. On installation of a new version of the software supplied to the customer, for example within the scope of supplementary performance or maintenance, the rights of use for the previous program version become null and void.

4. The sublicensing, leasing and other forms of supply, limited in time, of the software to third parties, the use of the software in SaaS, outsourcing, or data processing center operation, or any other use of the software by or for third parties either in return for remuneration or free of charge requires the prior written consent of the Contractor. Companies associated with the customer under company law are also deemed to be third parties.

5. The customer is not authorized to translate, edit or reconfigure the software beyond the legally permissible statutory scope. Decompiling of the software to establish the interoperability of the software with other programs is permitted only within the enforceable limits of the applicable law and if the Contractor, despite a written request by the customer, does not voluntarily provide the required information and documents within an appropriate period.

6. If the customer receives software for test purposes, the rights of use of the customer are limited to such actions that serve to establish the status of the software and its suitability for the operation and industrial purposes of the customer. Usage actions beyond this, in particular productive operation, are equally as impermissible as the creation of copies (including backup copies), the editing of the software and the decompiling of the software. In addition, the rights of use covered in this Section 3 also apply to test licenses. On expiration of the agreed test period, the customer must delete the software from its systems completely and irretrievably and confirm the deletion to the Contractor in writing when requested to do so.

7. Without the prior written consent of the Contractor, the customer shall not use the software (directly or indirectly) in the context of the development, production, control, storage or use of nuclear, military or medicinal products, nor in any other areas of use in which any malfunction of the software can lead to grave danger to life and limb of the users or of third parties.

8. Any use of the software beyond the regulations in this Section 3 and/or the license conditions in the individual contract requires the prior written consent of the Contractor. If the software is used without this consent, the Contractor shall invoice the customer for remuneration covering this further use in accordance with its respectively valid price list (including retrospectively). Claims to compensation remain reserved. The customer is obliged to notify the Contractor in advance of any change that affects its rights of use.

9. The Contractor is authorized to check compliance with the agreed and proper use of the software by the customer at its own cost, including on site at the business premises of the customer. The Contractor can also engage a third party that is obliged to maintain confidentiality to perform this check. The customer shall generally be notified of the check at least one week in advance and the check shall take place during the usual operating hours of the customer in a way that does not unreasonably impede the business activities of the customer. The

Contractor undertakes to keep any information obtained during the check that does not relate to the software secret. If such a check determines that the customer has violated or exceeded the rights of use granted to it under the terms of the contract, the customer is obliged to obtain the corresponding additional licenses. Further rights of the Contractor, including to compensation, remain unaffected.

10. The customer may only supply software purchased for permanent use to a third party by finally relinquishing its own usage. Transfer of the software requires the prior written consent of the Contractor. The Contractor shall grant its consent if the customer submits a written declaration from the third party in which the third party undertakes to the Contractor to comply with the license conditions agreed for the software and if the customer assures the Contractor in writing that, within the scope of the onward sale, the customer has supplied all original copies of the software to the third party and has deleted all copies that it has made itself.

Section 4 Remuneration and terms of payment

1. The amount and due date of the license remuneration results from the individual contract and, in addition, from the price list of the Contractor that was valid at the time the individual contract was agreed.

2. Unless otherwise agreed, all prices are understood to be in euro, plus the applicable legal sales or added value tax, where this tax is due. Any further taxes, duties and other charges due shall be borne by the customer. Payments must be made by the customer without delay and without deduction on receipt of the invoice.

3. The customer is only authorized to offset amounts that are undisputed or legally binding. The customer is authorized to exercise the right to withhold payment only to the extent that its counterclaim is undisputed or legally binding and is based on the same contractual relationship.

Section 5 Warranty

1. The customer shall inform the Contractor, in an understandable form in writing or via email, of any defects in the software immediately upon delivery or, in the event of any hidden defects, immediately on discovery of such defects. The customer shall take all reasonably acceptable required measures to determine, limit and document defects. This can include the creation of a defect report, system logs and memory extracts, the provision of the input and output data affected, of interim results and test results, and other information and documents suitable for illustrating the defect. If there are any further legal requirements to provide notice of defects immediately on receipt of goods, these remain unaffected.

2. The Contractor guarantees that the software has the properties and functions described in the product description, and no rights of third parties obstruct the contractual use of the software. Claims by the customer can only be asserted for defects that can be reproduced or that can be described by the customer such that they can be verified. Functional impairments that arise, for example, from improper use of the software by the customer, from the system environment of the customer, or from other circumstances resulting from the risk area of the customer do not represent defects. It is also a prerequisite of the warranty that the customer shall comply with the system prerequisites and usage conditions stipulated by the Contractor and shall not change the software or use it in violation of the terms of the contract (e.g., with a different database/database version, a different operating system/a different operating system version, or in a different system environment) unless the customer can demonstrate that the defect is independent of any such use.

3. The customer is aware that, with regard to software supplied for test and demonstration purposes, the software may be prototypes, Beta

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versions or similar, for which stability and freedom from defects have not yet been tested for all usage purposes completely under productive usage conditions—therefore, in this regard, there can be no warranty claims against the Contractor (unless the Contractor has intentionally concealed a defect).

4. Insofar as there was a defect in the software supplied at the time of the passing of the risk, the Contractor guarantees improvement which, as chosen by the Contractor, shall take the form of a re-delivery of software with no defects (e.g., as part of a subsequent update) or elimination of the defect within an acceptable time. Defects may also be eliminated by the Contractor initially demonstrating reasonable options for avoiding or circumventing the effects of the defect to the customer (workaround).

5. If the improvement fails definitively (at least two (2) improvement attempts for each defect) or is finally refused by the Contractor, the customer can reduce the remuneration. More than two (2) improvement attempts may be acceptable for the customer due to the complexity of the software. The Contractor is liable for damages due to defects within the scope of the limits defined in Section 7.

6. If the Contractor provides services relating to finding and/or eliminating defects without being legally obliged to do so, the Contractor can demand compensation from the customer based on the effort involved in accordance with the Contractor's currently valid price list. This applies in particular if a defect reported by the customer cannot be verified or cannot be attributed to the Contractor. There is no entitlement to compensation if there is no fault on the part of the customer, in particular because the customer was unable to detect that there was no defect in the software.

7. The statute of limitations for warranty claims by the customer from this Section 5 is one (1) year from delivery of the software.

8. In the event of defects in third-party products delivered with the software and identified as such in the individual contract (see Section 1, paragraph 5), the Contractor shall, at its own discretion, assert its warranty claims against the manufacturer or sub-supplier on behalf of the customer or, as far as legally possible, assign the rights to the customer for the customer to assert them. The warranty rights of the customer result from the conditions of the manufacturer or sub-supplier. These warranty rights against the Contractor apply exclusively to the extent that the Contractor asserts the warranty rights against the manufacturer/sub-supplier in accordance with the conditions of the manufacturer/sub-supplier. There are no further warranty rights against the Contractor with regard to third-party products.

Section 6 Infringements of industrial property rights

1. The Contractor guarantees that the software supplied to the customer is free of any industrial property rights of third parties and the Contractor indemnifies the customer against claims by third parties for infringements of industrial property rights in accordance with the provisions set out below.

2. If third parties assert claims against the customer for the infringement of their industrial property rights by the software, the customer shall inform the Contractor of such claims in writing and in full without delay. The Contractor is authorized, but not obliged, to conduct the dispute with the third party alone in judicial and extra-judicial proceedings. If the Contractor exercises this entitlement, the customer shall support the Contractor in its legal defense to an appropriate extent without remuneration. The customer shall not acknowledge the claims of the third party on its own behalf.

3. If, on the transfer of risk, the software has a defect of title, the Contractor shall supply the customer with a legally unobjectionable means of using the software within the scope of supplementary performance. Alternatively, the Contractor can replace the software

with equivalent software. If a violation of the industrial property rights of a third party and/or a legal dispute regarding the claims of the third party can be eliminated or avoided by the customer using a more up-to-date version of the software provided free of charge by the Contractor, the customer is obliged to accept and use this up-to-date version of the software within the scope of their duty to avert, minimize or mitigate loss.

4. The statute of limitations for warranty claims by the customer from this Section 6 is one (1) year from delivery of the software.

5. Within the scope of the liability limitations in Section 7, the Contractor shall indemnify the customer against any damages arising from the infringement of the industrial property rights insofar as these damages result from a defect of title in the software used in accordance with the contract by the customer that can be attributed to the Contractor and were determined to be legally binding or were acknowledged by the Contractor. In addition, for claims by the customer due to defects in title, the regulations for material defects in Section 5 apply accordingly.

6. In particular, the Contractor is not liable if claims by a third party for alleged infringements of industrial property rights are due to the fact that the customer has changed the software or used it in violation of the usage conditions agreed in the contract or for purposes other than those contractually agreed.

Section 7 Liability

1. If the Contractor supplies software to the customer without any remuneration being due, for example during a test phase free of charge, the Contractor is only liable in this regard for intentional and grossly negligent breaches of duty. Furthermore, if the Contractor supplies software to the customer as a prototype or Beta version for evaluation purposes, the Contractor is not liable for damages that arise from unauthorized productive use of the software by the customer.

2. In addition, the Contractor is only liable to the customer for damages that can be attributed to culpable breach of contract by the Contractor to the following extent, irrespective of the legal basis:

   a. In the event of injury to persons as well as intentional damage and damage caused by gross negligence, the full amount;

   b. In all other cases, to the amount limited by the license remuneration paid by the customer, whereby the liability for indirect damages and consequential damages (e.g., due to a loss of production or operational standstill), as well as the liability for lost profit and other financial loss is excluded.

3. The customer must take all required and reasonable measures to prevent or limit damage; in particular, the customer must ensure that its programs and data are backed up regularly. The Contractor is only liable for the recovery of data within the limits of Section 7, paragraph 2 insofar as the customer has ensured that the data held in electronic form can be reproduced at any time with a reasonable effort.

4. The aforementioned limitations of liability also apply to the benefit of the legal representatives, auxiliary persons and employees of the Contractor.

5. Mandatory legal liability elements, e.g., from product liability law, remain unaffected by the aforementioned regulations.

6. The statute of limitations for claims by the customer for compensation for damages is one (1) year. The statute of limitations for claims against the Contractor remains unaffected if there is a statutory legal regulation that conflicts with a reduction in the statute of limitations.

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Section 8 Rights to (machine) data

1. If operational (machine) data, e.g., regarding technical system statuses, is created, collected or processed in any other way by the customer using the software delivered by the Contractor, the customer shall grant the Contractor all rights to the data transmitted by the customer or accessible to the Contractor and required to fulfill the contract, in particular, the rights to save and process such data.

2. Furthermore, the customer shall grant the Contractor the right, unlimited in time, location and content, free of charge, to evaluate the (machine) data for its own business purposes, in particular analysis, optimization and benchmarking purposes, and for these purposes, to merge this (machine) data with other data, to copy and to process it, and to distribute it in any form. In particular, the Contractor shall use such data to improve the quality of its services for all customers.

3. The Contractor shall ensure that the customer and its employees are not (even indirectly) identifiable for third parties and that any operational and business secrets of the customer do not reach third parties (e.g., through anonymization or aggregation of the data). All data shall be saved and backed up such that third parties have no access to the data. In this respect, the contracting parties can agree additional security measures in the individual contract.

Section 9 Confidentiality and data protection

1. The contracting parties undertake to keep all operating and business secrets of the respective other party entrusted to them, made accessible to them or that have otherwise become known to them, as well as any other recognizable, confidential operational facts secret, to use such confidential information only for the purpose intended in the individual contract and, furthermore, not to disclose such information to third parties. The confidential information of the Contractor includes, in particular, the software in all forms of expression together with the documentation. The contracting parties shall grant only those (sworn to secrecy) employees and subcontractors access to the confidential information who need knowledge of such information for the purposes of the individual contract.

2. The obligation to maintain confidentiality does not apply for confidential information that was known to the recipient beforehand with no obligation to maintain confidentiality or that is or will become known generally without the recipient being responsible for this, or that the recipient receives legally from a third party with no obligation to confidentiality or that has been verifiably developed by the recipient independently.

3. The contracting parties undertake to store all business objects, data carriers and documents made available to them by the respective other contracting party securely so that they cannot be accessed by third parties and to hand them over to the other contracting party when requested to do so.

4. To the extent that the Contractor processes personal data belonging to the customer, the Contractor shall, in writing, oblige the employees entrusted with processing this data to handle the data confidentially and to comply with the applicable data protection regulations before they commence their work. If the customer grants the Contractor access to its personal data, the customer shall ensure that the relevant legal requirements for transfer to and processing by the Contractor (and, where applicable, its subcontractors) are fulfilled.

5. If the customer agrees to be named as a reference customer, the Contractor may include the name of the customer in a reference list for its own marketing purposes and in this context, may also use the customer's company symbols, brands and logos in printed publications and online, in particular on the Contractor's website.

Section 10 Special rules for the temporary supply and licensing of software (supply agreements)

1. If the contracting parties agree a temporary use of the software by the customer, the following special rules apply and take priority for this use before the remaining provisions of these T&C for software.

2. In the event of significant defects in the software supplied, after failure of supplementary performance or repair, the customer has the right to extraordinary termination of the contract insofar as the customer cannot reasonably be expected to adhere to the contract due to the defect. In addition, Sections 5 and 6 apply accordingly for liability due to defects in goods or title of the software.

3. Unless otherwise agreed, the contracting parties can terminate such supply agreements with a notice period of three (3) months at the end of a calendar year, for the first time on expiration of the contractually agreed and binding minimum contract term. If no other duration is expressly agreed in the individual contract, a binding minimum term of one (1) year applies. The right of both contracting parties to extraordinary termination of the contractual relationship for good cause remains unaffected. There is good cause that authorizes the Contractor to extraordinary termination of the contract without notice in particular if bankruptcy or administration proceedings are initiated against the customer, or if the customer is more than two (2) months in arrears with a not insignificant part of the agreed remuneration. Any termination must be given in writing to be effective.

4. The rights of the customer to use the software cease automatically on termination of the supply agreement. The customer is obliged to finally and completely delete all copies of the software from all servers, workstations, computers, machines and devices, and to return all data carriers, documentation and other materials supplied. In the event of a corresponding request by the Contractor, the customer shall confirm the final and complete deletion of the software in writing.

Section 11 Final provisions

1. An assignment or transfer of contractual rights and obligations to third parties—included associated companies of the customer—by the customer requires the prior written consent of the Contractor.

2. All changes and additions to the contract, as well as any declarations relevant to the contract, must be made in writing to be effective (a fax is sufficient, an email is not sufficient). The written form requirement can itself only be canceled in writing.

3. These T&C for software and the contract are subject exclusively to Swiss law, with the exclusion of conflicting standards in international private law and the exclusion of the United Nations' Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes arising in connection with the contract is Zurich, Switzerland. The Contractor also has the right to start legal proceedings at any other court of law that may have jurisdiction under national or international law.

4. The software or the export of the software may be subject to national and international export control law regulations, in particular those contained in legislation in Switzerland, the European Union and the United States of America. The customer undertakes not to export the software to countries or natural or legal persons for which there is a ban on exports according to the applicable export legislation. In the event of an onward sale or other export, the customer is responsible for compliance with any export requirements (e.g., obtaining official permits) and must bear the associated costs. The customer shall indemnify the Contractor against all costs and damages connected to culpable violation by the customer of export control regulations.

5. If individual provisions of these T&C for software or the individual contract are or become ineffective, or if the contract contains a

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loophole, the effectiveness of the remaining provisions remains unaffected. In place of the provision that is ineffective or missing, an effective provision that is as close as possible to the business intentions of the contracting parties at the time the contract was agreed is considered valid.

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