



TERMS AND CONDITIONS

1. GENERAL

- (a) These General Terms and Conditions (“**General Terms and Conditions**”) shall apply to all contracts for the delivery of Products and the provision of Services the Customer obtains from Lawo AG (“**LAWO**”) if the Customer is an entrepreneur (section 14 BGB (German Civil Code)), a legal entity under public law or a special fund under public law.
- (b) These General Terms and Conditions shall apply to all future contracts between LAWO and the Customer for the delivery of Products or the provision of Services, even if they are not expressly referred to in future quotations, orders or contracts.
- (c) The provisions of the respective Annex shall only apply if the application of one or more of these Annexes is expressly agreed between the Customer and LAWO and if these Annexes have been incorporated into the relevant contract (for example, by reference to the relevant Annex in an order form). In case of any conflict between the provisions of these General Terms and Conditions and the Annexes, the provisions of the relevant Annex shall prevail.
- (d) These General Terms and Conditions and the other provisions mentioned in this Section 1 shall apply exclusively; the Customer’s terms and provisions shall not apply, even and especially if referred to by the Customer during the execution of the contract, if the contract was executed with their knowledge, or LAWO did not expressly object to them or accepted an order without reservation.
- (e) The purchase of a Hardware Product does not include the permanent licensing of the Software contained therein, and its updating, maintenance and support as well as further Services provided by LAWO.
- (i) If the Hardware Product delivered by LAWO contains Software (this includes basic Software like firmware etc.), or if the Customer purchases Software individually without a Hardware Product, the Software License Terms and Customer Portal Terms of Use attached hereto (“**Software License Terms**”) apply additionally.
- (ii) Any Services provided by LAWO to the Customer will additionally be subject to the Service Terms and Conditions attached hereto (“**Service Terms and Conditions**”).
- (iii) If the Customer enters into a Software Subscription (the “**Subscription**”), this requires the use of the LAWO Customer Portal (available at my.lawo.com, “**Customer Portal**”). In this case, the Subscription Terms attached hereto (“**Subscription Terms**”) shall apply additionally.
- (iv) If the Customer requests advice from LAWO on applications or Products, in particular with regard to commissioning, configuration, use, the provision of training or other technical circumstances (“**Upgraded Support Services**”),

or should LAWO provide Software and Software Updates for an extended term, this shall be subject to a charge and shall only take place on the basis of a Service Level Agreement concluded by LAWO and the Customer (“**SLA**”). LAWO is not obligated to conclude an SLA.

- (f) Individual agreements between LAWO and the Customer take precedence over these General Terms and Conditions and the Annexes. Insofar as statutory provisions are not directly amended or expressly excluded in these General Terms and Conditions or the Annexes, the statutory provisions shall apply, even if this is not clarified in each case below.

2. DEFINITIONS

When used in these General Terms and Conditions and the Annexes:

“**Business Day**” means any day, other than a Saturday, Sunday or holidays at the seat of LAWO in Rastatt (Baden-Württemberg, Germany);

“**Customer**” means the party that enters into a contract with LAWO on the purchase of Products or Services;

“**Data**” means all electronic data or information submitted by the Customer to the Products or Services, including but not limited to any data, content (including user content), information and files;

“**Hardware Product**” means the physical components of LAWO-made equipment delivered to the Customer, including components included therein;

“**LAWO Group**” means the LAWO AG and its Affiliates (section 15 AktG (German Stock Corporation Act));

“**Patches**” means software fixes intended to remedy Software problems identified by LAWO;

“**Products**” means any Hardware Product or Software provided by LAWO to the Customer under the contract;

“**Services**” means the services, work, acts and labour required to be performed by LAWO under the contract, including delivery, integration, training, customization, configuration, hosting, processing and maintenance and support services;

“**Software**” means any Software provided by LAWO, together with any Software Updates and applicable technical documentation containing specifications, instructions, and/or other information accompanying such software or made available by LAWO;

“**Software Updates**” means any new Software versions, releases or maintenance updates provided or made available for purchase by LAWO and duly licensed to the Customer.



TERMS AND CONDITIONS (CONT.)

3. QUOTATIONS

- (a) Quotations prepared by LAWO are binding for LAWO 30 days after receipt and the Customer can accept the quotation within this period in each case. Without acceptance in due time the offer becomes invalid.
- (b) LAWO does not prepare quotations promising the fulfillment of specific purposes pursued by the Customer. Quotations always refer only to the proper delivery of the Products and Services specified therein, but not to their suitability for specific purposes pursued by the Customer. The Customer is responsible for checking and ensuring that the Products and Services mentioned in the quotation fulfill the purposes pursued by him.

4. ORDER AND ACCEPTANCE

Orders must be submitted to LAWO in writing by mail or email or, if available, via the Customer Portal, or as agreed by the Parties, and must, if the offer follows a quotation prepared by LAWO, reference the relevant quotation number issued by LAWO for the specific type and quantity of Products and Services contemplated, otherwise specifically to the desired Products or Services. No contract shall be concluded until LAWO accepts the order and under the exclusive application of these General Terms and Conditions. No order shall be deemed accepted until LAWO notifies the Customer of its acceptance in writing. If the Customer changes these General Terms and Conditions or the terms of the respective quotation, the quotation shall expire and the Customer's statement shall be deemed a request for a new quotation.

5. PRODUCT SPECIFICATIONS, MODIFICATIONS AND UPDATES

- (a) LAWO Hardware Products are made only in the sizes and to the specifications set forth in its official catalogs and product literature, as updated and amended from time to time, as of the date of the order. Samples, plans or illustrations in catalogs or other advertising material are only approximate (e.g. with regard to weight, dimensions or technical data); if an exact match is required for the contractual purpose the Customer must inform LAWO thereof. Any reference to technical standards serves to describe the performance and is not a guarantee of quality.
- (b) Insofar as LAWO maintains documentation such as manuals, instructions and the like for Products, these are available as a free download at www.lawo.com > "Download Center". Printed editions can be provided for an expense allowance.
- (c) LAWO may change the properties of the Hardware Products at any time before an order is placed.
- (d) After a submission of a quotation during the binding period or after conclusion of a contract, LAWO may change the properties of the offered or ordered Products only if this has no effect on the agreed performance, if the Customer thereby has to observe no different or more extensive requirements or precautions than specified at the time of conclusion of the contract or in the quotation, or if this is necessary to meet legal requirements or

requirements of IT, product and cyber security. If the change has an effect on the agreed performance or the requirements or precautions to be observed by the Customer, LAWO will inform the Customer without undue delay after identifying the need for change. The Customer then has the right to withdraw from the contract within one week after receiving such information.

- (e) The Customer may purchase Software Updates made available or offered for purchase by LAWO separately if they are available. In this case additional licensing terms and fees may apply. Warranty for defects is free of charge in any case.

6. MODIFICATION OF ORDERS

Accepted orders can only be modified by written agreement between LAWO and the Customer. Any change order is also subject to these General Terms and Conditions.

7. DELIVERY TERMS AND PASSING OF RISK

(a) Delivery

- (i) All Hardware Products are delivered Ex Works (Incoterms 2020) from the LAWO manufacturing facility in Rastatt, Germany, or another facility as designated by LAWO. LAWO does not agree to use a specific production site. Title and risk shall pass to the Customer according to this Incoterm, provided, however, that no title transfer shall ever occur for any licensed Software associated with any Hardware Product. The Customer shall bear the additional costs incurred for deviating delivery terms agreed. If the Customer gives special shipping instructions, he is responsible for them at his own risk and expense.
- (ii) Delivery is subject to the proviso that LAWO itself is properly, punctually and completely supplied with the raw materials, subcontracted products, materials or stocks required for the production of the Hardware Products. Temporary or permanent delivery failures which occur despite orders for raw materials, subcontracted products, materials or supplies placed by LAWO with reliable suppliers prior to the conclusion of the contract shall not constitute a breach of contract, provided that LAWO has informed the Customer immediately in text form of the circumstances after becoming aware of the threat of a delivery failure and has notified the Customer of the expected duration of this impact on the fulfilment of the performance obligation. The Customer may withdraw from the contract or terminate it without notice within a period of one week after receipt of this notification. All services rendered to date shall then be reimbursed. If the Customer does not cancel/rescind the contract, LAWO shall suspend the relevant performance obligations after expiry of the one-week period and the delivery periods/dates shall be extended by the duration of the temporary impossibility. If this impossibility delays the fulfilment of LAWO's performance obligations beyond the aforementioned extension or for an uninterrupted period of more than one month, both Parties may withdraw from/terminate the contract.



TERMS AND CONDITIONS (CONT.)

- (iii) If a Customer situated outside the Federal Republic of Germany (external customer), or his authorized representative, collects services from LAWO and transports or sends them into the external territory, the Customer shall provide LAWO with the documentary evidence required for tax purposes (proof of export). If this proof is not provided, the Customer shall pay the VAT rate applicable to the delivery within the Federal Republic of Germany from the invoice amount.

(b) Passing of risk

- (i) All risk shall pass to the Customer in accordance with the Incoterm determined above or otherwise agreed upon.
- (ii) Insofar as an acceptance has to take place, this shall be decisive for the passing of risk. Acceptance shall be carried out immediately after notification of readiness for acceptance. The Customer may not refuse acceptance in the event of a non-substantial defect.
- (iii) In case of delays in acceptance or shipment due to circumstances for which the Customer is responsible, risk shall pass to the Customer upon notification of readiness for acceptance or shipment.

8. PRICES AND PRICE INCREASES

- (a) All prices are exclusive of VAT and exclusive of ancillary services such as packaging, loading, freight, unloading, transport, insurance, customs and other expenses.
- (b) LAWO may change the agreed price by declaration to the Customer if the costs of raw materials and starting materials as well as components to be incorporated into the Hardware Products or for other subcontracted parts which LAWO purchases from suppliers for the production of the Hardware Products to be delivered to the Customer change and this change, based on the price calculation at the conclusion of the contract, results in the price to be charged to the Customer changing by more than 5%. In this case, LAWO may increase the prices while maintaining the price calculation at the conclusion of the contract, in which the increased costs are included; if the costs fall, LAWO shall reduce the prices accordingly. In case of a price increase, the increase will exclusively pass on the increased costs in full and it will not be used to increase LAWO's profit margin calculated at the time of the conclusion of the contract. Prior to a price increase, LAWO shall inform the Customer of the increase with a notice period of two weeks. The Customer may then withdraw from the contract within this two-week period.
- (c) If the contractual performance includes assembly and/or commissioning or training, the Customer shall pay, in addition to the agreed remuneration, all necessary ancillary costs incurred by LAWO through and for the performance of these Services, in particular travel, transport and accommodation costs. Cost estimates for Services to be provided by LAWO are only estimates and are not binding.

9. PAYMENT TERMS

The price agreed for the delivery of Products and the provision of Services shall be due prior to delivery or performance on the date specified in the invoice issued by LAWO, but no later than 30 days after receipt of that invoice. LAWO shall be entitled to the statutory rights to refuse performance and rights of retention if the Customer fails to pay or fails to pay on time. The statutory right to termination and rescission shall exist without restriction. Offsetting by the Customer or the exercise of a right of retention by the Customer is only permissible if the counterclaim is undisputed, ready for decision or legally established or originates from the same contractual relationship.

10. RETENTION OF TITLE

- (a) LAWO retains the title to the Products until complete payment of all claims arising from the contract with the Customer ("Retained Products"). This shall apply regardless of the legal grounds for LAWO's claims against the Customer. In particular, this also includes balances due from current account. Claims for which a bill of exchange or check is issued to LAWO shall only be deemed to have been satisfied when the bill of exchange or check is honored. The Customer shall store the Retained Products for LAWO free of charge.
- (b) Interventions by third parties, such as seizure or execution, through which rights of LAWO (in particular the retention of title of LAWO) are impaired, shall be notified by the Customer to LAWO in writing without delay. Insofar as the third party is not in a position to reimburse LAWO for the judicial and extra-judicial costs of an action in accordance with section 771 ZPO (German Code of Civil Procedure) or a corresponding type of action provided for in the legal system at the location of the Retained Products, the Customer shall be liable for the loss incurred as a result.

- (c) The processing or transformation of the delivered Retained Products by the Customer shall always be carried out for LAWO as manufacturer. LAWO shall acquire ownership directly, without any obligations arising for LAWO from this. If the Retained Product is processed with other items not belonging to LAWO, LAWO shall acquire co-ownership of the new item in the ratio of the value of the Retained Product to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the Retained Products delivered under retention of title. If LAWO's ownership expires due to processing, combination or mixing, the Customer shall transfer to LAWO a share in its ownership or co-ownership corresponding to the invoice value of the Retained Product.

11. WARRANTY

- (a) Warranty for defects for Hardware Products is subject to the statutory provisions unless otherwise stipulated in this Section 11. Software is subject to the specific provisions of the LAWO Software License Terms.



TERMS AND CONDITIONS (CONT.)

- (b) The Customer shall carry out appropriate incoming inspections without delay, but at the latest within five days from delivery of any Hardware Product. Defects of the Hardware Products which are not notified to LAWO within this period of five days or, where the defect was not detectable in the course of a proper inspection, within five days of the defect becoming apparent, shall be deemed approved by the Customer and corresponding to the order. In case of a Product intended for installation, resale or attachment, this shall also apply if the defect became apparent as a result of the breach of one of these obligations only after the corresponding processing; in this case, in particular, there shall be no claims by the Customer for reimbursement of corresponding costs (removal and installation costs); this shall not apply to defects which were not detectable during a previous proper inspection. By negotiation of objections, LAWO does not waive the objection of untimely, unfounded or otherwise insufficient objection. Measures to mitigate damage shall not be deemed acknowledgement of defects. In all other respects section 377 HGB (German Commercial Code) shall apply.
- (c) Material-related deviations from the agreed quality and quantity as well as changes to the performance in the course of technical progress, in construction, design, dimensions, weight or color are permissible within the tolerances customary in the industry, provided that they do not restrict the usability for the contractually intended use, no guarantee to the contrary has been given or no specific agreement on quality has been concluded and this is reasonable for the Customer in an objective assessment of all circumstances.
- (d) Subsequent performance in case of defective Hardware Products
- (i) In case of a defect of a Hardware Product, the Customer shall first set a reasonable period to LAWO for subsequent performance. LAWO shall, at LAWO's option, remedy the defect (repair) or deliver a defect-free Hardware Product (subsequent delivery). LAWO may refuse a type of subsequent performance or the entire subsequent performance if it is only possible with disproportionate expenditure. The Customer must give LAWO the necessary time, opportunity and access for subsequent performance.
- (ii) Any subsequent delivery shall only be made concurrently with the return of the defective Hardware Product, if LAWO so chooses. Replaced parts become LAWO's property.
- (iii) In the event that a Hardware Product requires repair or replacement, as determined by LAWO, a Return Merchandise Authorization ("**RMA**") will be issued by LAWO to the Customer. The Customer shall be responsible to return the defective Hardware Product to the return address designated by LAWO. Any Hardware Product returned by the Customer to LAWO must include all relevant return documentation and information specified by LAWO, including the RMA number. No Hardware Product return will be accepted by LAWO without a valid RMA.
- LAWO shall bear the costs of the return (transport) except for customs duties, import taxes etc., which shall be borne by the Customer.
- (iv) Besides that, LAWO shall bear the expenses reasonably necessary and reasonable for subsequent performance, as far as they are not increased by the Hardware Product having been taken to a place other than the place of performance. Subsequent performance does not include the removal, disassembly or uninstallation of the defective Hardware Product, nor the installation, attachment or assembly of a non-defective Hardware Product, if LAWO was not originally obligated to provide these services. Any claims of the Customer for reimbursement of corresponding costs ("removal and installation costs" shall remain unaffected.
- (v) While LAWO works diligently to process all returned Hardware Products in a timely manner, it does not offer a turn-around time commitment.
- (vi) In case subsequent performance fails or both types of subsequent performance are rightfully refused by LAWO, the Customer may withdraw from the contract, reduce the remuneration and/or claim damages. In the case of an insignificant defect, however, there shall be no right to withdraw from the contract.
- (vii) The Customer shall only be entitled to remedy a defect himself or have it remedied by a third party and demand reimbursement of necessary expenses from LAWO in urgent cases of danger to operational safety or to avoid disproportionately severe damage. In any case, the Customer shall notify LAWO in order to give LAWO the opportunity for subsequent performance. If LAWO is not given the opportunity for subsequent performance and if subsequent performance was possible within a period reasonable for the Customer, the Customer shall have no claims against LAWO for the consequences arising thereof, unless these are not based on this.
- (viii) The Customer is liable for unjustified notices of defects if the cause of the defects lies within his area of responsibility and he has not recognized this at least negligently. Expenses incurred by LAWO in this respect, for which LAWO is not responsible within the scope of liability for defects, shall be charged by LAWO in accordance with the current list prices.
- (ix) Unless otherwise specified for a model series, spare parts are stocked for five years after the end of production.
- (e) The Customer's claims for defects shall become barred after one year from handover. Special statutory provisions on the statute of limitations remain unaffected (in particular sections 438 para. 1 no. 1, 2, para. 3, 444, 445b BGB). As far as an acceptance is agreed upon, the limitation period shall commence upon acceptance. This Section 11 (e) shall not apply to claims for damages.
- (f) The Customer shall have no warranty claims in the event that:



TERMS AND CONDITIONS (CONT.)

- (i) the repair or replacement of the Hardware Product, or any part or component thereof, is required as a result of routine usage or normal wear and tear and not as a result of a defect;
 - (ii) the Hardware Product has been altered in any manner, parts have been replaced or consumables used which do not conform to the original specifications, unless the defect is not due to this, or the serial number has been removed, provided that this has in each case led to the defectiveness of the Hardware Product;
 - (iii) the Hardware Product was not maintained or used in accordance with LAWO's applicable operating and/or maintenance procedures, unless the defect is not due to this;
 - (iv) the Hardware Product, without LAWO being responsible for this, has been subject to misuse or misapplication ("Misuse"), improper or unauthorized installation, maintenance, modification, adjustment, repair or lubrication, whether as a result of action or inaction by the Customer or any third party. Misuse includes damage to a Hardware Product due to the presence of chemicals, abrasive materials, excess heat or cold, or improper or unusual electrochemical, electromechanical or electronic influences;
 - (v) any system of connected parts into which the Hardware Product becomes incorporated or connected is not certified in writing by LAWO as being compatible with the Hardware Product; or
 - (vi) the transmitted electrical voltage delivered to the Hardware Product is not within the limits for the unit sold, as published by LAWO.
- for damages resulting from an intentional or grossly negligent breach of duty by LAWO, its legal representatives or vicarious agents;
 - for the culpable causation of damage to life, limb or health by LAWO, its legal representatives or vicarious agents;
 - for the culpable breach of material contractual obligations. Material contractual obligations are obligations that are indispensable for achieving the purpose of the contract and on whose strict compliance the contractual partner regularly relies and may rely. In this case, however, LAWO's liability in case of simple negligence is limited to damages foreseeable at the time of the conclusion of the contract and typically occurring;
 - for fraudulently concealed defects;
 - in cases of mandatory statutory liability, such as in particular under the German Product Liability Act (ProdHaftG);
 - for damages caused by the breach of a guarantee given by LAWO.
- (b) In all other cases not covered by Section 13 (a), LAWO's liability is excluded, unless in cases of mandatory, non-waivable liability provisions.
 - (c) This Section 13 shall not affect the statutory allocation of the burden of proof.
 - (d) The limitations of liability in this Section 13 shall also apply vis-à-vis third parties, and in the event of breaches by persons for whose fault LAWO is legally responsible also in their favor.

12. THIRD-PARTY PROPERTY RIGHTS

If a third party asserts claims against the Customer for the infringement of property rights through the use of a Hardware Product and if its use is thereby impaired or prohibited or if such impairment or prohibition is threatened, LAWO shall be liable as follows, without prejudice to the rights of the Customer pursuant to Section 11:

- (a) LAWO may, at its own expense, procure for the Customer the right to continue to use the Hardware Product or modify or replace the affected parts or components of the Hardware Product in such a way that they do not infringe the property right but still essentially correspond to the agreed functional and performance features in a manner that is reasonable for the Customer, or indemnify the Customer against claims of the property right holder.
- (b) If subsequent performance is impossible for LAWO or only possible under disproportionate conditions, LAWO shall have the right to take back the affected Hardware Product against reimbursement of the remuneration paid.

13. LIABILITY

- (a) LAWO shall be liable for damages or reimbursement of expenses in accordance with the statutory provisions

14. INTELLECTUAL PROPERTY

- (a) LAWO or the respective manufacturer and supplier shall remain the owner of all trademark rights, intellectual property rights and other industrial property rights in the Products and Software, firmware, trade or service names and provided specifications, technical data, drawings, illustrations, catalogs, models, documents and sales documents (collectively "LAWO Intellectual Property"). The Customer is permitted to use LAWO's Intellectual Property only in accordance with the contract and these General Terms and Conditions for its own internal business purposes.
- (b) The Customer may only store, load, display and run Software in its own intranets and for its own internal business purposes in accordance with the contract and these General Terms and Conditions. In particular, the Customer is not permitted to disassemble, decompile or otherwise translate Software into another code form, to edit, change or otherwise rework, to open or disassemble Products, unless prior written consent has been obtained from LAWO or this is permitted under mandatory applicable statutory provisions.
- (c) Customer shall also not (i) allow any third party to access and/or use the Software without LAWO's prior written consent, and/or (iii) access and/or use the Software to (a) develop or manu-



TERMS AND CONDITIONS (CONT.)

facture a competing product or service, or (b) copy any features, functions or graphics of the Software. The Customer agrees not to remove, intentionally deface and/or alter any LAWO trademarks, trade names, logos program origin and copyright notices located on or in any Products or materials, except through normal wear and tear. The Customer may not advertise LAWO's trademarks and logos without LAWO's prior express written consent.

15. STATUTORY LAWS AND STANDARDS

- (a) LAWO exclusively warrants that the Products comply with the laws of the Federal Republic of Germany. LAWO does not warrant the compliance of its Products with other than the laws of the Federal Republic of Germany or other local laws, regulations, codes or standards. The Customer shall comply with all export and import laws of all countries involved in the sale of the Hardware Products under the contract or any permitted resale of the Hardware Products by the Customer. The Customer assumes all responsibilities for shipments of Hardware Products requiring any government import clearance.
- (b) The Customer represents and warrants to LAWO that neither the Customer nor any subsidiary nor any other related entity nor any director or officer of the Customer or the related entities nor, to the Customer's knowledge, any employee, agent, affiliate, representative or other person acting on behalf of the Customer, any subsidiary or any related entity is (i) the subject of any sanctions administered or enforced by Global Affairs Canada, the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, the Treasury Office of the United Kingdom, or any other relevant sanctions authority (collectively, "**Sanctions**"), nor (ii) located, organized or resident in a country or territory that is the subject of comprehensive economic Sanctions.
- (c) The Customer shall use the Products and Services from LAWO in accordance with the respective applicable laws. The Customer warrants that it has all necessary rights to use and upload any Data for use with the Software.

16. PROHIBITION OF RE-EXPORT TO THE RUSSIAN FEDERATION

- (a) Insofar as the Customer obtains Products from LAWO that fall under the scope of Article 12g of Council Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (Russia Embargo Regulation) in the version applicable at the time of delivery ("Relevant LAWO Products"), the Customer is contractually prohibited from reselling, re-exporting, supplying or otherwise passing on the Relevant LAWO Products, directly or in-directly, to persons in Russia or for use in Russia.
- (b) The Customer shall undertake its best efforts to ensure that the purpose of Section 16 (a) is not frustrated by any third parties further down the commercial chain, including by its direct or indirect customers or possible resellers.

(c) If the Customer breaches Section 16 (a) – (b) at least negligently, this shall entitle LAWO to immediately cease further deliveries to the Customer and to terminate current purchase and supply contracts at any time, insofar as these have not yet been fully performed. In this case, a previous warning letter to be issued before the termination notice shall not be required. The statutory right of both parties to terminate these contracts for cause shall not be affected by this.

(d) LAWO shall have the right to require the Customer to pay a contractual penalty of up to EUR 250,000 for each single violation by the Customer of the obligations under Section 16 (a) – (b). Within this limit, the contractual penalty must be consistent with the exercise of equitable discretion. The parameters for the exercise of discretion are, in particular, the importance of the violated obligation, the severity and extent of the violation and the risk it entails for LAWO, the (also intangible) disadvantage for LAWO resulting from the violation, the nature of the contractual penalty as a sanction, and its function as a means of preventing violations (also in the future), and the extent of the Customer's fault. Should the Customer object to the amount of a contractual penalty set by LAWO in the exercise of that discretion, the matter shall be settled with binding effect, following a (possibly only written) hearing of both Parties, by a judge at the Regional Court appointed as arbitrator (section 317 et seq. German Civil Code) by the president of said court. The Parties may have this determination by such judge assessed as per sections 317 et seq. German Civil Code.

(e) If requested to do so by LAWO in individual cases, the Customer shall be obliged to provide LAWO with information and evidence of compliance (or any potential non-compliance) with the obligations under Section 16 (a) – (b).

17. SYSTEM DESIGN

The sole responsibility for system design to ensure proper installation, commissioning, use and application of LAWO's Hardware Products rests solely with the Customer. Where required, design and implementation services may be outlined and agreed upon by the Parties in writing in a separate statement of work. LAWO bears no responsibility for system design that is not explicitly agreed to in the applicable written scope of work, including where LAWO personnel provides consultancy services or advice in connection with system design.

18. CONFIDENTIALITY AND DATA PROTECTION

(a) As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall include its Data; LAWO's Confidential Information shall include the Services; and Confidential Information of each Party shall include business and marketing plans, technology and technical information, product plans



TERMS AND CONDITIONS (CONT.)

and designs, and business processes disclosed by such Party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

- (b) The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- (c) The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.
- (d) The Customer acknowledges that to provide Products and Services for the Customer, LAWO will be required to process personal data of employees of the Customer. Each Party acknowledges that to the extent it processes personal data, it is obliged to comply with applicable data protection laws. Further details about the processing of personal data by LAWO are set out in the LAWO Privacy Policy which is available at www.lawo.com/privacy-policy/.

19. CHOICE OF LAW AND JURISDICTION

The contractual relationship between LAWO and the Customer and any issues, disputes, claims or rights of the Parties arising out of or in connection with it shall be governed by the laws of the Federal Republic of Germany to the exclusion of the provisions of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the Regional Court (Landgericht) of Baden-Baden, Germany. LAWO is, however, also entitled to bring an action at the Customer's general place of

jurisdiction. Overriding statutory provisions, in particular exclusive jurisdictions, shall remain unaffected.

20. FORCE MAJEURE

Impediments to performance caused by force majeure or similar unforeseen events for which neither party is responsible shall entitle each contracting party to postpone the performance owed by it under the contract for the duration of the impediment for as long as the impossibility of performance due to this situation continues, provided that one contracting party receives notification of this from the other contracting party within two weeks of the occurrence of the force majeure. Should the effect of such event continue for more than 60 consecutive days from the date of initial occurrence, LAWO reserves the right to withdraw from the contract.

Force majeure is any event or series of events or occurrences, the occurrence of which LAWO neither caused nor could influence while exercising due diligence, including any lawful or unlawful, effective or ineffective measures taken by public authorities or government agencies, fire, flood, storm, explosion, riots, natural disasters, war, civil unrest, terrorism, sabotage, unavailability of raw materials or product inputs, energy or transport, strike, travel restrictions, epidemics or pandemics (in particular the Covid 19 pandemic and its consequences).

21. WAIVER

No failure or delay by either Party in exercising any right under the contract shall constitute a waiver of that right.

22. NOTICES

All notices under the contract shall be in writing; this includes written and text form (e.g. letter and email). A notice shall be deemed to have been duly given (i) if delivered by hand and receipted for by the Party to whom said notice or other communication shall have been directed, or (ii) if mailed by certified or registered mail on the third Business Day after the date on which it is so mailed, or (iii) if delivered via email, the date of transmission if transmission occurs prior to 16:30 German time on a Business Day, otherwise on the next Business Day. Notices shall be addressed to the respective Party at the address specified for such purpose in the quotation or order. Each Party may change its address under this Section 22 by notice to the other Party given in accordance with this Section 22.

23. PRECEDENCE

In the event of a conflict between the terms of a quotation issued by LAWO, an SLA and these General Terms and Conditions, the terms of the relevant quotation or SLA shall take precedence.

24. ASSIGNMENT

The Customer may not assign, transfer, charge or otherwise dispose of all or any of its claims, rights and responsibilities under the contract without the prior consent of LAWO. Section 354a HGB shall remain unaffected. LAWO may assign, delegate, subcontract, transfer, charge or otherwise dispose of all or any of its claims, rights and responsibilities at any time without the prior consent of the Customer.

Lawo AG
Am Oberwald 8
76437 Rastatt
Germany

Phone +49 7222 1002-0
Fax +49 7222 1002-7101
Internet www.lawo.com



TERMS AND CONDITIONS (CONT.)

25. SEVERABILITY

If any provision of these General Terms and Conditions or the Annexes are invalid or unenforceable, or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the contract remains unaffected.

Version Dated: March, 2024



SERVICES TERMS AND CONDITIONS

These Service Terms and Conditions form part of the General Terms and Conditions and shall govern the provision of Services from LAWO to the Customer.

1. SERVICES

Upon request of the Customer, LAWO will issue a quotation for the Services according to the specifications of the Customer. If the Customer accepts the quotation from LAWO within the period specified in the quotation or the General Terms and Conditions the Customer may request individual Services specified in the quotation by issuing orders. LAWO must, in each case, accept an order so that the feasibility can be checked for the desired time. LAWO shall not be obligated to provide Services that go beyond the specifications in an order, except for the Help Desk Support (as defined below).

2. LAWO'S OBLIGATIONS

- (a) **Performance of Services.** LAWO shall perform the Services in a workmanlike manner by qualified, trained personnel consistent with industry standards with the care of a business man.
- (b) **Personnel.** LAWO shall be entitled to use, at its sole discretion, independent subcontractors or other non-employees ("**Subcontractors**"), as well as its own employees, as vicarious agents to perform the Services. LAWO is an independent contractor of the Customer.
- (c) **Support/Customer Center.** Subject to the Customer's payment of all applicable remuneration, LAWO will provide basic help desk support services at no additional charge on Business Days between 9.00 and 17.00 German time (CE(S) T) in connection with the provision of Services, available at www.Lawo.com ("**Support/Customer Center**"). LAWO does not guarantee any level of performance or response time with respect to the Support/Customer Center. The Support/Customer Center is a voluntary offer from LAWO for its customers; within its scope, no specific advice can be given with regard to the Customer's Services and Products, but only assistance can be provided to the best of LAWO's knowledge in acute problem cases. The Support/Customer Center is provided remotely only. Extended support with special advanced service levels can be purchased separately as part of an SLA.

3. CUSTOMER OBLIGATIONS

- (a) **Cooperation and Access to Systems, Materials and Information.** The Customer shall provide LAWO with such cooperation, materials, information, timely, barrier-free access and support as LAWO requires for the efficient provision of the Services; this includes on-site access to Customer's facilities, a safe and secure on-site working environment compliant with applicable laws and regulations at the location, and secure access and methods for remote access to Customer's systems ("**Customer Cooperation**"). The Customer acknowledges that the proper fulfillment of LAWO's obligations under these Service Terms and Conditions and an order of Services is expressly dependent on timely Customer Cooperation.

- (b) **Remote Access.** In circumstances where LAWO must access Customer's remote systems to provide Services, the Customer is responsible for providing free, stable and sufficiently fast remote access. LAWO is entitled to utilize TeamViewer SE's remote connectivity tool in connection with remote access to Customer's affected system.
- (c) **Access Obligations.** Access to the Customer's system by LAWO, including the method and timing of such access, shall be specified by the Customer in writing and administered by the Customer. The Customer shall ensure that access rights granted to LAWO are limited to the extent necessary for the provision of Services, and Customer shall be solely responsible for the protection of any personal information or confidential information held on its systems in accordance with all applicable laws.
- (d) **Assembly and Commissioning.** Assembly, commissioning and training shall be subject to the following provisions:
 - (i) The Customer shall provide at its own expense and in a timely manner:
 - (A) all electrical and construction work and other ancillary work outside LAWO's scope of performance, including all necessary skilled and unskilled labor, construction materials and tools not directly related to or a part of the Hardware Product(s) supplied by LAWO under the General Terms and Conditions;
 - (B) all equipment and materials necessary for safe assembly and commissioning; and
 - (C) proof of sufficient onsite insurance, especially accident insurance on site which includes the protection of LAWO's personnel who may enter the construction site or the Customer's premises in order to perform the Services.
 - (ii) Before any work starts, the Customer shall make available any information on the location of concealed electric power, gas and water lines or of similar installations as well as the necessary structural data and shall ensure that the installation site is clean and free of all dirt and debris.
 - (iii) Prior to commissioning the materials and equipment necessary for the work to start must be available on the site of installation and any preparatory work must have advanced to such a degree that installation can be started as agreed and carried out without interruption or delay. Access roads and the site of installation must be level and clear.



SERVICES TERMS AND CONDITIONS (CONT.)

(iv) If assembly, erection or commissioning is delayed due to circumstances the Customer is responsible for, the Customer shall bear all costs incurred for idle time and any additional travel-related expenditure of LAWO.

(e) **Payments.** For the payment of the remuneration for the Services, Section 8 of the General Terms and Conditions shall apply, unless specified otherwise in the quotation from LAWO. Estimates for the Services provided by LAWO in the quotations are estimates only and not binding. The remuneration to be paid by the Customer for the Services shall be based on the actual performance effort.

(f) **Taxes.** Customer shall be responsible for the payment of all goods and services tax, harmonized sales tax, regional sales tax, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local government entity or regulatory authority on any amounts payable by the Customer, provided that, in no event, the Customer shall pay or be responsible for any taxes imposed on, or with respect to, LAWO's income, revenues, gross receipts, personnel or real or personal property or assets.

4. OWNERSHIP OF WORK PRODUCTS AND OTHER MATERIALS

(a) **Work Products.** In the course of performing Services, LAWO may create, as applicable, software, firmware, databases, specifications, configurations, settings, specifications, and reports, system designs, technical data, technical solutions and concepts, related technical know-how, drawings, writings, illustrations, workflows, catalogues, models and other deliverables (collectively the "**Work Products**"). LAWO shall remain the sole owner of all rights and claims to all Work Products, including all intellectual property rights. The Customer may use Work Products only in accordance with the contract for its own internal business purposes. In particular, the Customer shall not transfer Work Products to third parties or permit third parties to use Work Products. Nothing under the contract shall prohibit LAWO from using general knowledge, skills, techniques or methods obtained by LAWO in the course of providing Services for any purpose.

(b) **Other Materials.** Customer agrees and acknowledges that LAWO shall remain the owner of all rights in the materials provided to the Customer in connection with the performance of the Services ("**Materials**"). The Customer shall not electronically or otherwise copy (except for purposes of disclosure to the Customer's employees within the Customer's organization), edit, alter, or otherwise modify, disclose to third parties, lend, make available to the public, sell, offer for sale, share, or otherwise make available to third parties the Materials.

(c) Customer agrees not to remove, intentionally deface and/or alter any LAWO trademarks, trade names, logos, program origins and copyright notices located on the Materials or Work Products, except through normal wear and tear. The Customer may not advertise LAWO's trademarks and logos without LAWO's prior express written consent.

5. TERMINATION

(a) **Event of Termination.** If the Customer does not comply with material provisions of these Service Terms and Conditions or the General Terms and Conditions, LAWO will issue a written warning to the Customer. If the Customer fails to rectify the breach within 30 days following this warning, LAWO may terminate the contract and may immediately exercise any one or more of the remedies available to it under these Service Terms and Conditions or the General Terms and Conditions; statutory rights of LAWO as a result of the termination remain unaffected.

(b) **Other Rights of Termination.** LAWO may terminate the contract by written notice to the Customer with immediate effect if insolvency proceedings are opened against the Customer's assets voluntarily or involuntarily, if an insolvency administrator is appointed for the Customer's assets, if the Customer assigns its claims to its creditors or sells its substantial assets or takes any other bankruptcy action, or if the Customer becomes insolvent and is unable to pay its debts as they fall due. The right of termination of both Parties according to section 314 BGB remains unaffected.

(c) **Uncompleted Work.** These Service Terms and Conditions shall remain in effect with respect to each order for Services until such order is completed or terminated, unless this is unreasonable for one of the Parties; this shall be the case for LAWO especially in the event of the existence of the grounds for termination pursuant to Section 5 (b).

6. SURVIVAL

The provisions in these Service Terms and Conditions that by their nature are continuing will continue in full force and effect and will bind the Parties beyond any termination of the contract, and any liabilities or claims accrued before the date of termination will survive.



LAWO SUBSCRIPTION TERMS

These Subscription Terms form part of the General Terms and Conditions and shall govern the Customer's Subscription for Software (the "**Subscription**").

1. **Credit Based Subscription Model** – The Software is subscribed to on a credit-based subscription model. The Customer may select and purchase a Subscription Plan to access a certain quantity of Credits at the start of the Minimum Term and on each Renewal Term. Upon conclusion of the Subscription Plan the Customer will be provided with that quantity of Credits. The Customer's right to access those Credits will expire at the end of the Minimum Term and any Renewal Term on which the Subscription was purchased. The Customer can assign his Credits to activate his chosen Software Functions, each Software Function requiring a certain amount of Credits to activate. The Customer can freely release Credits assigned to a Software Function and re-allocate such Credits to other Software Functions at any time during the Subscription Term.

The Customer will receive access to the LAWO Customer Portal, a cloud platform via which the Customer can assign Credits to Software Functions and track Credit usage.

2. **Flex Subscription Plans** – The Customer shall choose one of the available LAWO Subscription Plans which will determine its access to a certain number of Credits for an agreed Minimum Term and at a specified start date, as set forth in the relevant order confirmation form (the "**Subscription Plan**").

3. **Term and Renewal** – The Subscription will commence as of 0:00 UTC (Coordinated Universal Time) on the date agreed between the Customer and LAWO and set forth in the relevant order confirmation form, and will continue for the term set forth in the applicable invoice (the "**Minimum Term**"). **Upon the expiration of the Minimum Term, the Subscription will automatically renew for successive renewal terms** (each a "**Renewal Term**") **equal in duration to the Minimum Term**. If the Customer elects not to renew the Subscription at the end of the Minimum Term or any Renewal Term, the Customer must cancel such Subscription in the LAWO Customer Portal prior to the end of the then-current term.

4. **Fees** – The Customer shall pay to LAWO all fees in connection with the Subscription as set forth in the relevant invoice issued to the Customer by LAWO ("**Subscription Fees**"). Unless otherwise specified by LAWO, the payment obligations are non-cancelable and all Subscription Fees are non-refundable. For further Renewal Terms following the Minimum Term or a Renewal Term the Subscription Fees may increase if LAWO's costs for the Subscription increase. LAWO will inform the Customer of the new Subscription Fees no later than 30 days prior to the expiration of the relevant term. If the Customer does not accept

the increase, the Subscription will not be renewed according to Section 3.

5. **Non-Refundable** – The Subscription Fees are incurred for the provision of the Credits, regardless of their actual use. If the Customer does not use all available Credits during the Minimum Term or a Renewal Term, there will be no refund of any fees paid to LAWO in connection with such unused Credits.

6. **Suspension of Credits** – If the Customer does not pay the Subscription Fees at all or not in time, so that he is at least two weeks in delay, if the Customer misuses or unlawfully uses the Credits or the Software activated therewith, or if the Customer intentionally breaches these Subscription Terms or the General Terms and Conditions, LAWO reserves the right, after prior warning, to immediately suspend the access to or the use of Credits and Software Functions under a Subscription until the breach has ceased or the outstanding Subscription Fees have been paid.

7. **Misuse of Credits** – If the Customer is unable to activate a Software Function as a result of an incorrect application or misuse of its Credits, LAWO is not responsible or liable for any damage or loss directly or indirectly caused or alleged to be caused by or in connection with such incorrect application or misuse of Credits.

8. **Definitions** – "**Credits**" means electronic credits made available to the Customer that are then freely assigned to the Software Function(s) chosen by the Customer to remain active for the duration of such Credit assignment; "**Software Functions**" means the portfolio of Software products available to be activated upon the Customer assigning the required amount of Credits; "**Subscription Term**" means, collectively, the Minimum Term and any Renewal Terms.



LAWO SOFTWARE LICENSE AND CUSTOMER PORTAL TERMS OF USE AGREEMENT

These Software License Terms and Customer Portal Terms of Use are part of the General Terms and Conditions.

1. GENERAL

- (a) These Software License Terms and Customer Portal Terms of Use (collectively “**Software License Terms**”) apply both to Software from LAWO included in or supplied with delivered Hardware Products and to Software purchased separately from LAWO by the Customer without a Hardware Product. These Software License Terms shall also apply to Software Updates (as defined in the General Terms and Conditions), unless a separate contract is concluded for such Software Updates.
- (b) If Customer has entered into a Software Subscription (the “**Subscription**”), the Software License Terms apply especially with the proviso that the Customer is granted only a time-limited right of use to use the Software provided under the Subscription.
- (c) In the event of any conflict between the provisions of these Software License Terms and the General Terms and Conditions, the provisions of these Software License Terms shall prevail.
- (d) Terms defined in the General Terms and Conditions that are not defined separately or differently in these Software License Terms shall have the meanings set forth in the General Terms and Conditions.

2. DEFINITIONS

For the purposes of these Software License Terms:

“**Affiliated Company**” means an affiliated company within the meaning of Section 15 of the German Stock Corporation Act;

“**Authorized User**” means an employee, agent, entity or subcontractor of the Customer who is authorized by the Customer to access or use the Customer Portal;

“**Content**” means data, texts and other materials;

“**Customer Data**” means all Content (including Personal Data) uploaded to or posted, entered or stored in, or displayed or transmitted through, the Customer Portal by an Authorized User, with the exception, however, of the Feedback (as defined in these Software License Terms);

“**IP Rights**” means all industrial and intellectual property rights and all related rights throughout the world, including patents, utility models, design rights, whether or not registered in an IP Register, copyrights, including neighboring rights and sui generis rights – e.g. database rights – that exist under applicable copyright laws, rights in software and computer programs, including code in object

and source form and underlying documentation, topographies, trademarks (including trade names and service marks), and other intellectual property rights in words, names, titles, logos or slogans, rights in Internet domain names; applications for and rights to apply for the aforementioned rights, as well as renewals of such rights, rights to trade secrets, know-how (whether or not patentable), and all other intellectual or industrial property rights of any kind in any part of the world, whether registered or unregistered (including all applications, rights to apply for and rights to claim priority);

“**LAWO Trademarks**” mean the registered and unregistered trademarks, trade names, logos or service marks of LAWO as used by LAWO in connection with the Customer Portal from time to time;

“**Patches**” mean Software corrections to address Software issues identified by LAWO;

“**Service Level Agreement**” or “**SLA**” means a separate agreement that may be entered into between the Customer and LAWO with respect to Services and support Services to be separately provided by LAWO and remunerated, and the provision of Software Updates;

“**System**” means the own and third party information technology systems used by LAWO for the provision of the Customer Portal;

“**Third Party Services**” mean applications, services, software, products, networks, systems, directories, websites, telecommunications providers, third party mobile application marketplaces, databases and third party information to which the Customer Portal is linked, with which the Customer Portal is integrated or which an Authorized User may connect or activate in connection with the Customer Portal, including Third Party Services that may be directly integrated with the Customer Portal;

“**User Account**” means the account of the Customer or an Authorized User for the use of the Customer Portal;

“**User Manual**” means the user manual for the Software, which is available online at www.lawo.com > “Download Center”;

“**Users**” mean the persons authorized by the Customer to use the Software and to whom the Customer (or LAWO at the Customer’s request) has provided user IDs and passwords. Users include, but are not limited to, the Customer’s employees, agents, officers, subcontractors, consultants and contractors.

3. USE OF THE SOFTWARE

- (a) **Provision of the Software.** Subject to the Customer’s compliance with these Software License Terms (including payment of all applicable fees), LAWO shall provide the Software specified in a purchase order between LAWO and the Customer (the “**Purchase Order**”) or an invoice issued by LAWO, or included in a



SOFTWARE LICENSE AND CUSTOMER PORTAL TERMS (CONT.)

Hardware Product, to the Customer and, if expressly specified in the Purchase Order or invoice, to Customer's Affiliate(s) specified therein. The provisions of the General Terms and Conditions shall apply to the conclusion of the contract for the provision of the software.

- (b) **License Grant.** Subject to the Customer's compliance with these Software License Terms, LAWO hereby grants to the Customer a non-exclusive, non-transferable, revocable (according to the provisions of these Software License Terms) license to use the Software subject to the restrictions set forth in these Software License Terms and in the General Terms and Conditions. The Software may be used only for Customer's ordinary internal business purposes and only by those Users, at those locations, on those devices and/or on those systems for which Customer has been granted the license and which are specified in the Purchase Order. The Customer agrees that this license does not entitle the Customer to lend, sublicense, rent, publicly reproduce or make available the Software by wire or wireless means, or to make it available to third parties, whether for a fee or free of charge, e.g. by way of Application Service Providing or as "Software as a Service" and/or to disassemble, decompile or otherwise translate the Software into another code form, to edit, modify or otherwise alter the Software, unless this is expressly permitted in these Software License Terms or this is permitted under mandatory applicable statutory provisions. Software included in a Hardware Product provided by LAWO may only be used together with the Hardware Product.

The Software provided to the Customer within the scope of a Subscription shall be made available to the Customer for a limited period of time in accordance with the terms of the Subscription.

- (c) **Third Party Software.** Hardware Products and/or Software provided by LAWO may contain third party software (including firmware and drivers), each of which is subject to the license terms of the third party provider. Such third party Software and the applicable license terms are set forth in the applicable user manual or other documentation provided by LAWO.
- (d) **Data Protection.** LAWO will take reasonable organizational, physical and technical safeguards to protect the security, confidentiality and integrity of electronic data or information transmitted by the Customer through the Software ("**Customer Data**"). LAWO will not modify or disclose such Customer Data unless required by law or expressly permitted in writing by the Customer.
- (e) **Unauthorized Access and Use.** The Customer shall (i) use and maintain commercially reasonable efforts to prevent unauthorized access to or use of the Software and notify LAWO immediately of any unauthorized access or use of which Customer becomes aware in fact, and (ii) use the Software only in accordance with these Software License Terms, the User Manual and applicable laws and governmental regulations.

- (f) **No installation and activation.** LAWO is not responsible for the installation or activation of the Software.

- (g) **No Claim to Further Development.** LAWO is not obligated to further develop, improve, market, offer, provide or promote the Software, any feature of the Software, or any functionality of the Software during the term of the contract.

4. SUPPORT SERVICES, SOFTWARE UPDATES

- (a) **Scope of Support Services.** Subject to payment by the Customer of all applicable fees (including any license fees for the Software and any fees for Support Services), LAWO will provide the Customer with limited support services ("**Support Services**") for the Software in accordance with the Service Terms and Conditions. Additional Services and additional Support may be obtained by the Customer through a separate SLA to be entered into.

- (b) **Software Updates.** Available Software Updates and Patches will be provided by LAWO for a period of 90 days from delivery of the Hardware Product or Software to the Customer (the "**Software Support Period**") or, if applicable, during an extended support period set forth in a separate SLA between the Customer and LAWO. If the Customer fails to download and install in a timely manner any Software Updates or Patches provided to the Customer by LAWO, the Customer shall bear the sole risk of any performance problems or defects in the Software arising as a result of failure to install Software Updates or Patches. The Customer will make all necessary and appropriate system and data recovery backups prior to installing any Software Updates and Patches.

5. OWNERSHIP

- (a) **Ownership.** LAWO shall at all times remain the owner of the Software, including the associated rights, including all modifications, extensions, improvements and updates as well as all new versions created or developed by LAWO. The Customer does not acquire any proprietary rights to the Software or parts thereof. The Customer has no claim to the implementation of changes or adaptations of the Software. If the Customer requests adaptations of the Software from LAWO and if LAWO is prepared to make these changes, LAWO may charge an additional fee for this, which is to be agreed with the Customer. All modified, extended, improved, updated and changed versions of the Software, irrespective of who created them, shall be deemed to be LAWO's Software within the meaning of these Software License Terms.

- (b) **Customer Data.** Subject to the rights granted to LAWO by the Customer under these Software License Terms, LAWO does not acquire from the Customer or its licensors under these Software License Terms any right, title or interest in or intellectual property rights to the Customer Data. Notwithstanding the foregoing, the Customer grants LAWO a royalty-free, worldwide, irrevocable, perpetual right to use Customer Data to provide Services in accordance with the Software License Terms and to use such



SOFTWARE LICENSE AND CUSTOMER PORTAL TERMS (CONT.)

Customer Data for testing, enhancements, extensions and similar activities so long as such Customer Data is kept confidential in accordance with these Software License Terms.

- (c) **Suggestions for improvement.** The Customer hereby grants LAWO a royalty-free, worldwide, irrevocable and perpetual license to use and exploit for any purpose any suggestions, proposals for improvement, recommendations or other feedback (together the “**Feedback**”) by the Customer, including Users. This includes the right to reproduce, distribute, make publicly available and edit the Feedback, in particular to modify, improve, promote and operate the Software based on the Feedback. The Feedback shall not constitute confidential information and LAWO is therefore not obliged to treat the Feedback confidentially.
- (d) LAWO shall be entitled to further develop, modify, improve, promote and operate the Software based on the Customer’s use of the Software.

6. TERMS OF PAYMENT

- (a) **Payment.** LAWO shall issue invoices on the basis of which the Customer shall pay the corresponding license fees for the Software as well as any fees for Support Services plus VAT. Section 8 of the General Terms and Conditions shall apply in addition to the remuneration under these Software License Terms.
- (b) **Suspension of performance in case of default.** The license fees for the Software as well as any additional fees for Support Services are due at the time specified in the issued invoice, but no later than 30 days after receipt of this invoice. LAWO shall be entitled to the statutory rights to refuse performance and rights of retention if the Customer does not pay or does not pay on time. The statutory right of termination and withdrawal shall exist unabridged.
- (c) **Taxes.** The Customer shall be responsible for the payment of all goods and services taxes, harmonized sales taxes, regional sales taxes, service taxes, use taxes, excise taxes, and all other similar taxes, levies and fees of any kind imposed by any federal, state, territorial or local governmental entity or regulatory body on the amounts paid by Customer, provided that in no event shall Customer be liable for any taxes imposed on or with respect to LAWO’s income, revenues, or expenses, state, territorial or local governmental authority on amounts payable by Customer, provided that in no event shall Customer be liable for or responsible for any taxes imposed on or with respect to LAWO’s income, revenues, gross receipts, personnel or real or personal property or other assets.

7. TERMINATION

- (a) **Event of Termination.** If the Customer violates a provision of these Software License Terms or the General Terms and Conditions that is essential for the performance of the contract, LAWO will issue a written warning. If the Customer does not cease the violation within 30 days from the notification, LAWO shall have the right to terminate the use of the Software and

to assert further rights to which LAWO is entitled according to these Software License Terms or the General Terms and Conditions; statutory rights of LAWO as a result of the termination remain unaffected.

- (b) **Other Rights of Termination.** LAWO shall also be entitled to terminate the contract with immediate effect by written notice to the Customer if insolvency proceedings are instituted against the Customer’s assets voluntarily or involuntarily, if an insolvency administrator is appointed for the Customer’s assets, if the Customer assigns its claims to its creditors or sells its substantial assets or takes any other bankruptcy action, or if the Customer becomes insolvent and is unable to pay its debts as they fall due. The right of termination of both parties pursuant to section 314 BGB (German Civil Code) shall remain unaffected.
- (c) In the event of termination, or in the event of the expiry of the contract term under a Subscription, the Customer shall immediately cease using the Software and remove all installed copies of the program from its computers as well as immediately return to LAWO any backup copies that may have been created or destroy them, at LAWO’s discretion. Any further rights of LAWO against the Customer due to the violation of the provisions of these Software License Terms or the General Terms and Conditions shall remain unaffected.
- (d) For Software contained in a Hardware Product provided by LAWO, the Customer’s right to use the Software shall end automatically, without the need for termination, upon resale of the Hardware Product or final discontinuation of use of the Hardware Product.

8. WARRANTY

- (a) LAWO warrants that the Software is free from material defects that would materially impair the Customer’s use of the Software. For Software provided to the Customer only for a limited period of time within a Subscription, LAWO warrants to maintain the agreed quality of the Software for the duration of the contract term, whereby LAWO shall only be liable for initial defects in accordance with Section 8 of the General Terms and Condition (Limitation of Liability).
- (b) The Customer is obligated to inspect the Software for obvious defects immediately after it has been provided, at the latest, however, within five days after it has been provided. Defects in the Software that are not notified to LAWO within the five days or, if the defect was not recognizable in the course of a proper inspection, within five days of the defect becoming recognizable, shall be deemed to have been approved by the Customer and to correspond to the order. By negotiating complaints, LAWO does not waive the objection that the complaint was not made in time, was unfounded or otherwise insufficient. Measures to mitigate damage shall not be considered as acknowledgement of defects. In all other respects, section 377 HGB (German Commercial Code) shall apply.



SOFTWARE LICENSE AND CUSTOMER PORTAL TERMS (CONT.)

- (c) Insofar as the Customer has notified LAWO of a defect in accordance with the above provisions of this Sec. 8 LAWO shall be entitled, at its sole discretion: (i) to replace defective data carriers and/or (ii) to use commercially reasonable efforts to provide modifications and/or corrections with respect to material errors in the Software within a reasonable period of time (or to provide the Customer with alternative Software that does not contain the material error). If rectification or replacement of the defect is not possible with reasonable effort, LAWO may terminate the contract.
- (d) The Customer shall have no warranty claims for errors in the Software,
- (i) which merely represent an insignificant deviation from the agreed or assumed condition of the Software,
 - (ii) which only lead to an insignificant impairment of the usability of the Software,
 - (iii) based on the fact that the Software is used in a hardware and software environment that does not meet the requirements specified in these Software License Terms or in the User Manual,
 - (iv) resulting from any changes or modifications to the Software by the Customer without the Customer being entitled to do so by operation of law, these Software License Terms or with the prior written consent of LAWO; or
 - (v) resulting from the Customer's failure to implement required Software or Patches, Software Updates or new versions provided by LAWO without undue delay and in a timely manner.
- (e) The Customer's claims for defects shall become barred one year after the provision of the Software. Special statutory provisions on the limitation period shall remain unaffected (in particular sections 438 para. 1 no. 1, 2, para. 3, 444, 445b BGB). Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. This Section 8 (e) shall not apply to claims for damages.

9. AUDIT RIGHT

At LAWO's request, the Customer shall enable LAWO to check the contractual use of the Software, in particular whether the Customer is using the Software within the scope of the license granted to him. For this purpose, the Customer shall provide LAWO with information and allow inspection of relevant documents and records. If there are still doubts about the use of the Software in accordance with the contract, LAWO shall have the right to audit the relevant hardware and software environment of the Customer as well as records and systems relating to the use of the Software on the Customer's premises itself or by an independent auditing company bound to professional secrecy commissioned by LAWO. Such audits shall be conducted at LAWO's expense, during normal business hours, upon written notice to the Customer of at least ten Business Days, and in a manner that does not unreasonably interfere with the Customer's business operations.

10. ANALYTICS

LAWO may collect and use, in accordance with applicable law, performance and usage data related to the Customer's installation and use of the Software during the term of the contract and/or generated by the use of the Software for the purpose of managing the Software and improving the Software and license models. Data that LAWO may collect includes, without limitation: (i) license status and validation; (ii) order fulfillment status; (iii) project creation and data flow; (iv) processing steps and amount of intermediate data generated; (v) User Account activity, including the number of active User Accounts; (vi) error information; (vii) performance data and hardware utilization; and (viii) information about the experience of Users of the Software. LAWO reserves the right to collect and use all performance and usage data from the Customer during the contractual term in accordance with applicable law.

11. CUSTOMER PORTAL

- (a) **Rights to use the Customer Portal.** Subject to the provisions of these Software License Terms and the following terms of use for access to the Customer Portal ("**Customer Portal Terms of Use**"), LAWO grants the Customer a non-exclusive, royalty-free, non-sublicensable, revocable (subject to the provisions of these Software License Terms), non-assignable, non-transferable, limited right to access and use the Customer Portal on a hosted service basis for Customer's own business purposes. The Customer acknowledges and agrees that the information technology systems necessary for the operation and availability of the Customer Portal, including the system, external authentication software, mobile networks, and the internet, whether or not provided by LAWO, may fail and from time to time access to the Customer Portal may be disrupted or prevented. LAWO makes no warranty, representation or guarantee, express or implied, with respect to the uninterrupted functioning of these external information technology systems.
- (b) **User Accounts.** Authorized Users are authorized to access the Customer Portal through a User Account with a unique username and password. The Customer is responsible for ensuring that: (i) only Authorized Users access and use password-protected areas of the Customer Portal; (ii) all Authorized Users keep their user name and password for their User Account confidential and are the sole users thereof; (iii) Authorized Users do not disclose any User Account information to any other person without the prior written consent of LAWO; and (iv) Authorized Users comply with the Customer Portal Terms of Use, including, without limitation, all confidentiality, security and privacy provisions. The Customer is solely responsible and liable to LAWO for all actions that occur under Authorized Users' User Accounts, whether or not authorized by the Customer. LAWO shall not be liable for any loss or damage arising from Customer's failure to comply with these access, use and security requirements.
- (c) **Customer Portal Information.** The Customer is obligated to update its profile information in the Customer Portal immediately in the event of changes in order to keep it true, accurate, current and complete. The Customer shall be solely responsible



SOFTWARE LICENSE AND CUSTOMER PORTAL TERMS (CONT.)

and liable for all losses, damages and additional costs incurred by Customer, LAWO or other third parties as a result of the Customer providing false, incorrect or incomplete information. If the Customer or an Authorized User at least negligently provides untrue or inaccurate information regarding his User Account or member profile, or if LAWO has reasonable cause in this regard, LAWO may block access to the Customer Portal and deny any current or future use of the Customer Portal. Notwithstanding the above, LAWO is not obliged to verify the actual identity or authorization of a person using a user name or password.

(d) **Other obligations of the Customer.**

- (i) The Customer shall be solely responsible for obtaining and maintaining all equipment, computers, mobile devices and communications required by Customer and each Authorized User to access and use the Customer Portal, and for all related costs.
- (ii) The Customer shall inform LAWO immediately of any actual or suspected unauthorized use of the Customer Portal or User Accounts or other security breaches relating to the Customer, Customer Data or system of which he becomes aware.
- (iii) The Customer is responsible for immediately preventing access to the password-protected areas of the Customer Portal by all persons who are no longer Authorized Users.
- (iv) The Customer is obliged to comply with all applicable laws at all times in connection with the use of the Customer Portal.

(e) **Restrictions on Customer.** The Customer agrees not to and shall not permit or cause any third party to (i) copy, sublicense, modify, reverse engineer, create a derivative work of, or otherwise make available to any third party the Customer Portal or any portion thereof (unless LAWO has consented in writing), (ii) remove any proprietary notices, markings or legends appearing on or contained within LAWO property, (iii) create links within the Customer Portal to third-party URLs, or (iv) modify any security or rights management technology used in connection with LAWO property.

(f) **Blocking of access to the Customer Portal.** If, in the reasonable opinion of LAWO, the Customer violates the provisions of these Customer Portal Terms of Use or any other agreement with LAWO, LAWO reserves the right, after warning the Customer or, if continued use is unreasonable for LAWO in view of the violation, without prior notice, to immediately block the access of the Customer and its Authorized Users to the Customer Portal until the violation is remedied or to terminate the account of the Customer and its Authorized Users. LAWO shall not be liable to the Customer for any action taken by LAWO against the Customer as a result of such breach to remove or restrict access to Customer Data.

(g) **Third-Party Services.** The Customer is aware that the use of the Customer Portal also requires the use of Third-Party Services.

The Customer's access to and use of such Third Party Services, over which LAWO has no control, is subject to the terms and conditions of the respective provider of such Third Party Service, which the Customer must accept in order to use the Customer Portal. LAWO does not investigate or review such Third Party Services, is not responsible or liable for, and makes no representations or warranties regarding any aspect of the content, security, privacy practices or operation of Third Party Services or any interaction between the Customer and the provider of such Third Party Services. LAWO shall not be responsible or liable for any damage or loss (including damage or loss of Customer Data) caused or alleged to be caused directly or indirectly by or in connection with Customer's activation of, access to, or use of Third Party Services or reliance on the privacy practices, data security processes, or other policies of such Third Party Services. By installing or activating Third Party Services for use with the Customer Portal, Customer expressly authorizes LAWO (i) to permit the provider of such Third Party Service to access Customer Data to the extent necessary for the interoperability of such Third Party Service with the Customer Portal and (ii) to access Customer Data and the Customer's systems to the extent necessary to facilitate the use or enablement of such Third Party Services by Authorized Users. Customer's decision to access Third Party Services is at Customer's own risk, responsibility and expense.

(h) **Interruption of the Customer Portal.** The Customer acknowledges that access to and use of the Customer Portal may be interrupted by a malfunction, technical problem, update, maintenance or repair of the customer portal or for other reasons. LAWO does not owe or guarantee a certain availability of the Customer Portal. However, LAWO will make reasonable efforts to restore the interruption or disruption in the event of an interruption or disruption of the Customer Portal. However, no specific recovery time is owed.

(i) **Intellectual Property in the Customer Portal.** The Customer Portal (including all content contained therein, all copies and portions thereof, the LAWO Trademarks and all improvements, enhancements, modifications and derivative works thereof, and all IP Rights therein) (collectively, "**Customer Portal Intellectual Property**") is and shall remain the sole and exclusive property of LAWO and its licensors and is protected by national and international laws and treaties. The Customer agrees to take commercially reasonable steps to protect LAWO's Customer Portal Intellectual Property and will comply with these Software License Terms and the General Terms and Conditions to protect LAWO's Customer Portal Intellectual Property. All discoveries, enhancements, improvements, adaptations, translations or other modifications made to or derived from the Customer Portal Intellectual Property and all related intellectual property rights shall belong exclusively to LAWO.

Lawo AG
Am Oberwald 8
76437 Rastatt
Germany

Phone +49 7222 1002-0
Fax +49 7222 1002-7101
Internet www.lawo.com



SOFTWARE LICENSE AND CUSTOMER PORTAL TERMS (CONT.)

12. SURVIVAL

The provisions of these Software License Terms, which by their nature are permanent, shall remain in full force and effect and shall continue to bind the parties after termination of the contract and all claims and liabilities arising prior to the date of termination shall survive.