

Special Terms and Conditions for License Purchase

of the COSMO CONSULT group of companies

1. Scope of Application

These Special Terms and Conditions for License Purchase specify the catalogue of services and obligations of contracts or orders for the provision of standard software for an unlimited period of time by COSMO CONSULT to the CUSTOMER. The Special Terms and Conditions for the Purchase of Licenses shall apply supplementary to the General Terms and Conditions of COSMO CONSULT ("GTC").

2. Definitions

- 2.1. **License Purchase** refers to the provision and licensing of standard software for an unlimited period of time.
- 2.2. **Enhancement** refers to new versions of the standard software that the respective manufacturer generally makes available to its customers, in particular upgrades, updates, service packs or hot fixes.
- 2.3. **Enhancement Plan** means an agreement for the purchase of Enhancements in accordance with the terms and conditions of the relevant manufacturer.

3. Subject of Performance

- 3.1. The subject matter of the performance is the provision and licensing of the standard software specified in No. 4 for an unlimited period of time and the conclusion of an Enhancement Plan. Depending on the agreement in the respective

order form, this shall comprise either

- the right to access the standard software by means of online access; or
- the installation, loading and running of the standard software on individual servers of the CUSTOMER.

- 3.2. COSMO CONSULT shall only provide additional services on the basis of individual contracts. Additional services shall be remunerated additionally in any case.

4. Licenses

- 4.1. The number and type of licenses purchased are determined in the respective contract or order form.
- 4.2. COSMO CONSULT provides standard software of the COSMO CONSULT group of companies on the basis of the End User License Agreement (EU-LA) of COSMO CONSULT.
- 4.3. COSMO CONSULT provides standard software from Microsoft on the basis of Microsoft's licensing terms.
- 4.4. COSMO CONSULT provides standard software from third-party suppliers on the basis of the license terms of the respective manufacturer.
- 4.5. COSMO CONSULT shall provide the CUSTOMER with documentation that enables a trained user to operate the standard software properly. Unless otherwise expressly agreed, COSMO CONSULT shall

provide the following components in electronic form:

- for COSMO CONSULT standard software: user help;
- for Microsoft standard software: user help as provided by Microsoft by default;
- for third-party standard software: user help as provided by the respective manufacturer as standard.

The parties agree that COSMO CONSULT has fulfilled its documentation obligation by providing the aforementioned components.

- 4.6. COSMO CONSULT shall only owe further documentation in the event of separate commissioning by means of a separate contract in return for additional remuneration.
- 4.7. COSMO CONSULT reserves all rights of use until the remuneration to be paid in each case has been paid in full; until then, however, the CUSTOMER shall be revocably entitled to provisional use.
- 4.8. The delivery of the source code or the granting of rights of use thereto shall only be owed if this has been expressly agreed in writing.

5. Quality Agreement

- 5.1. The functional scope of the standard software at the time of the conclusion of the contract or the order form is conclusively described in the respective order form. The information contained

therein is to be understood as quality agreement and not as guarantees. A guarantee is only granted if it has been expressly designated as such. Further functions or any other further quality is not owed. Only the quality of the standard software as it is generally made available by the respective manufacturer to its customers is owed. This also applies to new versions of the standard software (Enhancements). During the term of the Enhancement Plan, additional functions may be added or omitted within the scope of new versions (cf. No. 6.2).

- 5.2. The CUSTOMER has informed itself about the essential functional features of the standard software and bears the risk as to whether it meets its wishes and needs. The examination of the suitability of the standard software in relation to the CUSTOMER's wishes and needs is not the subject of COSMO CONSULT's performance obligations, unless this has been expressly agreed.
- 5.3. A certain performance (response times) as well as the creation of interfaces to other systems and their functionality are only the subject of the agreed quality if this has been expressly ordered.
- 5.4. The installation or adaptation of standard software and the creation of individual software are not the subject of the Special Conditions for License Purchase. They can be commissioned separately

- by means of an additional individual contract.
- 5.5. The quality agreement shall only cover those licenses which are listed in the order form(s).
- 6. Enhancement Plan**
- 6.1. The CUSTOMER concludes an Enhancement Plan with the purchase of the license. This has a minimum term of one year beginning with the activation of the initial licenses. Thereafter, the Enhancement Plan shall be extended by the term of the previous period in each case if it is not terminated beforehand by one party subject to a notice period of three months.
- 6.2. The CUSTOMER is entitled to new Enhancements during the term of the Enhancement Plan. These may include new functions as well as corrections. The CUSTOMER acknowledges that the use of the respective current Enhancements is essential for optimal software function. COSMO CONSULT can only guarantee the general functionality of the standard software if the CUSTOMER uses the current Enhancements. COSMO CONSULT points out to the CUSTOMER that in the context of new Enhancements it is possible that individual functions may be omitted. If new Enhancements are associated with the discontinuation of individual functions or modules of the software, COSMO CONSULT will inform the CUSTOMER of this in advance.
- 6.3. The purchase of additional licenses for standard software is only possible with an existing Enhancement Plan. Furthermore, subsequent licensing is only possible in relation to the respective current version of the standard software.
- 6.4. The scope of services for the Microsoft or COSMO CONSULT Enhancement Plan or the Enhancement Plan of the respective manufacturer of third-party software results from the respective Enhancement Plan Documents.
- 6.5. The scope of services of an Enhancement Plan expressly does not include any services, in particular no installations, consulting services, trainings, data migrations or migrations of individualizations, but refers exclusively to the provision of Enhancements.
- 6.6. If the CUSTOMER uses individualizations, technical problems may occur when the CUSTOMER installs new Enhancements. The elimination of such problems is not included in the scope of services of the Enhancement Plan.
- 7. Cooperation Obligations of the CUSTOMER (at its own Expenses)**
- 7.1. If the CUSTOMER uses Cloud Services, the CUSTOMER must use the respective current Enhancements. Otherwise, it is the CUSTOMER's responsibility to download and install the latest Enhancements from the Internet.

7.2. The CUSTOMER undertakes to acquire a sufficient number of software licenses for its purposes and to ensure by a suitable procedure that the software is only used in the licensed number in accordance with the licensed license type and in accordance with the licensed scope of use.

8. Warranty Rights

8.1. COSMO CONSULT warrants the agreed quality in accordance with No. 5.1 and that the CUSTOMER can use the standard software without infringing the rights of third parties. A defect exists in the event of a deviation from the quality agreement and the associated restriction of the possibility of use.

8.2. The standard software and new Enhancements must be tested by the CUSTOMER immediately upon receipt. If a defect becomes apparent, COSMO CONSULT must be notified immediately. If the CUSTOMER fails to notify COSMO CONSULT in due time, warranty rights are excluded.

8.3. Warranty rights of the CUSTOMER are initially limited to the claim for subsequent performance in the variant of the claim for rectification of defects. Rectification shall be carried out exclusively with the next available version of the standard software. The CUSTOMER acknowledges that COSMO CONSULT has no influence on the time and content with which other manufacturers of third-party

software make a new version available. Three attempts to remedy a defect shall be accepted unless this is unreasonable for the CUSTOMER. If COSMO CONSULT creates a workaround, the CUSTOMER shall accept this as a rectification of the defect, provided this is reasonable for the CUSTOMER.

8.4. The supplementary performance is carried out without recognition of a legal obligation.

8.5. The CUSTOMER shall only be entitled to rescind from the purchase of the license or to terminate the Enhancement Plan without notice or to reduce the purchase price if the rectification of the defect has failed. The CUSTOMER may not rescind if the defect is insignificant.

8.6. In the event of a justified reduction, the CUSTOMER shall be entitled to a repayment claim in the event of overpayment.

8.7. With regard to the Enhancement Plan, the CUSTOMER has no right of rescission, as this involves a continuing obligation.

8.8. The CUSTOMER shall have no rights in respect of defects if

- the standard software has not been used in accordance with the applicable documentation or in violation of the applicable license terms of the manufacturer;
- the standard software was used for purposes other than those for which it was provided;

- the CUSTOMER does not use the current Enhancements.

- 8.9. The CUSTOMER shall only be entitled to claim damages under the conditions and within the limits set out in No. 7 of the GTC and in No. 9 hereof.
- 8.10. Any further warranty rights of the CUSTOMER are excluded.

9. Limitation of Liability

- 9.1. The parties agree that COSMO CONSULT cannot be held responsible for the fault of a supplier, in particular another software manufacturer.

10. Remuneration

- 10.1. The remuneration depends on the respective order form.
- 10.2. Unless otherwise stipulated in the order form, COSMO CONSULT shall invoice the remuneration for the purchase of licenses for standard software in accordance with No. 10.1 after delivery or provision.
- 10.3. Unless otherwise agreed in the order form, COSMO CONSULT shall invoice the remuneration for the Enhancement Plan in accordance with No. 10.1 for a license purchase of standard software monthly or annually in advance, in each case after activation of the license (corresponds to the start of the respective Enhancement Plan). Unless otherwise agreed in the order form, the remuneration for all license extensions shall be invoiced in advance on a daily basis until the end

of the current Enhancement Plan period; thereafter, invoicing shall be monthly or annually in advance.

- 10.4. COSMO CONSULT is entitled to increase or decrease the agreed remuneration for the Enhancement Plan in the event of changes in procurement prices, in particular in the event of an increase or decrease in the license prices of suppliers. COSMO CONSULT shall notify the CUSTOMER of the change in the aforementioned prices one month in advance. In the event of an increase of more than ten percent, the CUSTOMER shall be entitled to terminate the Enhancement Plan with a notice period of 14 (fourteen) days to the respective expiry of the contract term.