

Special Terms and Conditions for Subscriptions

of the COSMO CONSULT group of companies

1. Scope of Application

These Special Terms and Conditions for Subscription specify the catalogue of services and obligations for contracts and orders for the provision and licensing of standard software by COSMO CONSULT to the CUSTOMER for a limited period of time during the term of the contract. The Special Terms and Conditions for Subscription shall apply in addition to the General Terms and Conditions of COSMO CONSULT ("GTC").

2. Subject of Performance

2.1. The subject of these Special Terms and Conditions for Subscription is the provision and licensing of the standard software specified in No. 3 and new versions thereof ("Subscription") for a limited time period during the term of the agreement as concluded in the respective order form. Depending on the agreement, this includes 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.

2.2. COSMO CONSULT shall only provide additional services on the basis of separate contracts.

2.3. Additional services shall be remunerated additionally in any case.

3. Licenses

3.1. The number and type of licenses purchased are determined in the respective contract or order form.

3.2. COSMO CONSULT provides standard software of the COSMO CONSULT group of companies on the basis of the End User License Agreement (EULA) of COSMO CONSULT.

3.3. COSMO CONSULT provides standard software from Microsoft on the basis of Microsoft's licensing terms.

3.4. COSMO CONSULT provides standard software from third-party suppliers on the basis of the license terms of the respective manufacturer.

3.5. 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.

- 3.6. COSMO CONSULT shall only owe further documentation in the event of separate commissioning by means of a separate contract in return for additional remuneration.
- 3.7. 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.
- 3.8. 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.
- 3.9. If the CUSTOMER deactivates the software in whole or in part, this is done at the CUSTOMER's own responsibility. The CUSTOMER is aware that this may lead to serious malfunctions.

4. Quality Agreement

- 4.1. The functional scope of the standard software at the time of the conclusion of the contract 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. During the term of the contract, additional functions may be added or omitted within the scope of new versions (cf. No. 4.5).

- 4.2. 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.
- 4.3. 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.
- 4.4. The installation or adaptation of standard software and the creation of individual software are not the subject of the Special Conditions for Subscription. They can be ordered separately by means of an additional contract.
- 4.5. The CUSTOMER is entitled to new versions of the standard software during the term of the contract. These may include new functions as well as corrections. The CUSTOMER acknowledges that the use of the respective current version is essential for optimal software function. COSMO CONSULT can only guarantee the general functionality of the standard software if the CUSTOMER uses the current

version. COSMO CONSULT draws the CUSTOMER's attention to the fact that individual functions may be omitted in the context of new versions. COSMO CONSULT shall inform the CUSTOMER in advance if a new version is associated with the discontinuation of individual functions or modules of the software.

- 4.6. The quality agreement shall only cover those licenses which are listed in the order form(s).

5. Cooperation Obligations of the CUSTOMER (at its own Expenses)

- 5.1. If the CUSTOMER uses Cloud Services, it must use the respective current version. Otherwise, it is the CUSTOMER's responsibility to download and install the respective current version from the Internet.
- 5.2. 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.

6. Warranty Rights

- 6.1. COSMO CONSULT warrants the agreed quality in accordance with No. 4.1 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.

- 6.2. The standard software and new versions thereof must be tested by the CUSTOMER immediately upon receipt. If a defect is discovered, COSMO CONSULT must be notified immediately. If the CUSTOMER fails to notify COSMO CONSULT in due time, warranty rights are excluded.
- 6.3. 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.
- 6.4. The supplementary performance takes place without recognition of a legal obligation.
- 6.5. The CUSTOMER shall only be entitled to termination without notice or reduction of the purchase price if the rectification of defects has failed.

- 6.6. In the event of a justified reduction, the CUSTOMER shall be entitled to a repayment claim in the event of overpayment.
- 6.7. By way of clarification, it is stated that the CUSTOMER has no right to rescind from the contract, as the subscription contract is a continuing obligation.
- 6.8. The CUSTOMER shall have no warranty rights 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 latest version.
- 6.9. 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. 7 hereof.
- 6.10. Any further warranty rights of the CUSTOMER are excluded.

7. Limitation of Liability

- 7.1. The parties agree that COSMO CONSULT cannot be held responsible for the fault of a supplier, in particular another software manufacturer.
- 7.2. The strict liability without fault for defects already existing at the

time of the conclusion of the contract is excluded.

8. Remuneration

- 8.1. The remuneration depends on the respective order form.
- 8.2. Unless otherwise agreed in the order form, COSMO CONSULT shall invoice the remuneration according to No. 8.1 for Subscription monthly or annually in advance in the form of a standing invoice to the exact day starting with the activation of the initial license (corresponds to the start of the Subscription). Unless otherwise agreed in the order form, COSMO CONSULT shall collect the remuneration by means of the SEPA corporate direct debit procedure. The CUSTOMER shall issue a corresponding mandate to COSMO CONSULT in due time.
- 8.3. COSMO CONSULT is entitled to increase or decrease the agreed remuneration for Subscription in the event of changes in procurement prices, in particular in the event of an increase or decrease in the licence 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 Subscription with a notice period of fourteen (14) days to the respective expiry of the contract term.

9. Contract Period, Termination

- 9.1. The Subscription initially has a minimum contract term in accordance with the respective order form, beginning with the activation of the initial licenses (start of the Subscription). Thereafter, the contract term shall be extended by the term of the previous period in each case if not terminated beforehand by one party subject to a notice period of three months. Subscriptions with a minimum contract term of one month shall be extended by a further month in each case if they are not terminated by one of the parties one month before their expiry.
- 9.2. Upon termination of the Subscription, the CUSTOMER's right to use and access the software shall end. If the CUSTOMER operates the software itself, COSMO CONSULT shall be entitled, upon termination of the contract, to deactivate the software concerned or to demand its immediate deactivation from the CUSTOMER.