

General license and maintenance conditions

Concluded between

Achterberg GmbH
Haldenstrasse 18
45966 Gladbeck, Germany

hereinafter referred to as **Achterberg**

and the customer named in the offer, hereinafter referred to as **Customer** .

1. Preamble

Achterberg develops and distributes vending machines under the brand "Toolbase". These are automatic dispensing systems in the form of cabinets with drawers, flaps, doors or compartments or carousel dispensers. All systems are connected to software that ensures the control of these systems and monitors the material flow.

2. Subject of the contract

- 2.1. The subject of this contract is the granting of usage rights (Section 3.) as well as the provision of maintenance and support services (Section 5.) for the software specified in the offer (hereinafter referred to as the **Software**).
- 2.2. Services beyond the subject matter of the contract are to be agreed upon and paid for separately.
- 2.3. Should the Customer resells the Software, the Customer undertakes to contractually transfer all of the Customer's obligations arising from this contract to its customers.

3. Usage Rights

- 3.1. The Customer acquires the non-exclusive but temporally unrestricted right to use the Software.
- 3.2. The specific scope of services depends on the modules selected by the Customer according to the offer. The scope of services and functions of the Software or the selected modules are as described in the offer. The modules are activated using a license key provided by Achterberg.
- 3.3. The Customer is prohibited from renting, leasing, copying, decompiling or otherwise passing on or using the Software unless such rights are explicitly granted by Achterberg or are provided by law.

4. Definitions

- 4.1. "Workday" refers to the days from Monday to Friday, excluding public holidays in North Rhine-Westphalia, Germany.
- 4.2. "Business hours" refers to workdays from Monday to Thursday from 8:00 a.m. to 4:00 p.m. and Friday from 8:00 a.m. to 2:00 p.m.
- 4.3. "Error" refers to any significant, verifiable and reproducible deviation of the Software from the functional scope mentioned in the offer. The Customer is obliged to support Achterberg in identifying errors by providing documents, VPN access and contact persons.

Excluded are such functional deviations that result from (i) the use or operation of the Software in conjunction with hardware and software (including the operating system) other than those specified in the system requirements, of (ii) a bug, defect or error in third-party software, which does not come from Achterberg and is used together with the Software.

- 4.4. "Defect" refers to a general deviation in the behaviour of the Software or a plugin from the scope of services described in the offer, which can be reproduced by Achterberg.
- 4.5. "Minor release" refers to minor functional enhancements, recognizable by the increase of the second digit of the version number (version 2.0.18 becomes 2.1.0).
- 4.6. "Bugfix" refers to error corrections, recognizable by increasing the third digit of the version number (version 2.0.18 becomes 2.0.19).
- 4.7. "Major release" refers to major functional enhancements and changes to the Software, which can be recognized by increasing the first digit of the version number (version 2.1.19 becomes 3.0.0).

5. Maintenance and Support (Module „License“)

- 5.1. Achterberg undertakes to provide the Customer with bug fixes and minor releases for the version designated by Achterberg as the "*current version*" as well as the version preceding the current version. Achterberg determines when which bug fixes and minor releases will be made available. Providing security-related bug fixes is prioritized.
- 5.2. The Customer undertakes to install bug fixes and minor releases at his own expense.
- 5.3. Errors must be reported via the contact address provided by Achterberg.
- 5.4. Achterberg undertakes to inform the Customer in writing (possibly by email) six months in advance if maintenance and support services will no longer be provided for a version (hereinafter referred to as end-of-life). The Customer has the right to use the Software even after end-

of-life; in this case, any warranty and liability on the part of Achterberg is excluded.

- 5.5. If an operating system update has been released by Achterberg, the Customer must install the operating system update at their own expense. The Customer is responsible for securing the hardware and operating system. The Customer undertakes to ensure that the announced system requirements are met.
- 5.6. If the operating system manufacturer (e.g. Microsoft) discontinues support for components that are necessary for the operation of the Software, Achterberg has the right to discontinue maintenance and support services at the same time that the operating system manufacturer discontinues support.
- 5.7. Achterberg provides remote telephone support (hotline) in the technical customer service to provide support with fault analysis and troubleshooting during business hours at the telephone number provided by Achterberg.
- 5.8. If remote maintenance is required in addition to telephone remote support (hotline), this will be provided using the tool provided by Achterberg. The Customer must provide the necessary technical requirements. Deviating solutions must be agreed with Achterberg in individual cases; the resulting additional effort must be reimbursed separately by the Customer.
- 5.9. The Customer ensures that the agreed remote maintenance connection is available to Achterberg after consultation. Before any remote support, the Customer must make an additional, prompt and complete data backup. If necessary, other work with the Customer's devices must be stopped during the period of maintenance or remote support.

6. Services not included in the scope of Maintenance and Support

The Customer can use the following services by separate order. If the execution of these services by Achterberg exceeds 30 minutes per month, the services will be invoiced in full:

- 6.1. Maintenance and support services at the Customer's site.
- 6.2. Initial installation of the Software including ensuring compatibility with other existing or future software programs or an unagreed or modified hardware infrastructure.
- 6.3. Elimination of faults and damage caused by incorrect operation by the user, faulty hardware, an interruption in the power supply, the influence of third parties, force majeure or other influences not attributable to Achterberg.
- 6.4. Individual adaptations of the Software to the Customer's specific requirements (e.g. adaptation of the user interface to the Customer's corporate identity).
- 6.5. Support services related to Customer's IT infrastructure, including but not limited to network issues, firewall configurations, hardware issues or external systems.

- 6.6. Additional functionalities of the Software.
- 6.7. Training and instruction in the operation and use of the Software.
- 6.8. Exchange of operating systems.
- 6.9. Travel and transportation costs.

7. Rights and obligations of Achterberg

- 7.1. Achterberg has the right to set dates for adjustments and improvements to the Software itself. There is no obligation to provide improvements.
- 7.2. Achterberg is not obliged to disclose the source code of the Software or to deposit it with a trustee.

8. Remuneration and Payment Terms

- 8.1. The remuneration for the granting of the rights as well as the maintenance and support services within the scope of this contract results from the offer.
The remuneration for maintenance and support services is invoiced annually in advance at the beginning of a year for the entire calendar year; for short years the remuneration is calculated proportionately. Payment term: 14 days from the invoice date net cash.
All prices are exclusive of the applicable statutory VAT.
- 8.2. The contracting parties agree on the stability of the value of the maintenance fee, with the harmonized index of consumer prices (HICP) published monthly by Eurostat for the European Union serving as the benchmark. The maintenance fee increases annually to the extent that the change in the harmonized index of consumer prices (HICP) occurs annually compared to the month in which this contract is concluded or the last increase or decrease in the maintenance fee. If the above-mentioned index is no longer published, Achterberg is entitled to use another comparable index as determined by Eurostat or its legal successor or a similar institution.
- 8.3. If the Customer is in arrears with payments for more than three months, Achterberg is entitled to prohibit the Customer from further using the Software and to cease all services.
- 8.4. The Customer is not entitled to offset claims against Achterberg unless these claims have been legally established by a court.

9. Warranty and Liability

- 9.1. Achterberg warrants that the functions of the Software are free from defects that are described in the offer and that the maintenance and support services are not affected by errors that nullify or reduce the value and suitability compared to the agreed scope of services. Insignificant deviations are not taken into account.
- 9.2. If the Customer accesses or changes the Software database, Achterberg's liability and warranty expires completely.
- 9.3. There are no claims for damages against Achterberg if Achterberg has negligently breached non-essential contractual obligations. If Achterberg has negligently breached essential contractual obligations, liability is limited to foreseeable, typical damage.
- 9.4. In any case, Achterberg's liability is limited to the amount that the Customer paid for the Software in the last three months before the event giving rise to liability.
- 9.5. The limitations of liability do not apply to any claims for damages due to injury to life, body or health or to liability under the Product Liability Act.

10. Contract Duration Maintenance and Support

- 10.1. The "Usage Rights" part of the contract (Section 3) is excluded from the scope of the provisions set out below under Section 10.
- 10.2. The contract comes into force on the date stated in the offer and is concluded for a period of five (5) years. The contractual relationship is automatically extended by one (1) year unless it is terminated by one of the contracting parties at least three months before the expiry of the agreed period.
- 10.3. The Customer has the right to terminate the contract with one (1) month's notice to the end of each month if it can be proven that the Software is no longer being used.
- 10.4. The contract can be terminated by the contracting parties for good cause with immediate effect. Good cause is deemed to exist in any case if
 - 10.4.1. a contracting party violates the provisions of this contract and does not cease the breach of contract within a period of seven working days even after a written warning;
 - 10.4.2. a contracting party is insolvent or insolvency proceedings are opened against the Customer's assets or an application to open such proceedings is rejected due to insufficient assets to cover the costs.

11. Final provisions

- 11.1. The exclusive place of jurisdiction arising from or in connection with this contract is the competent court at Achterberg's registered office.
- 11.2. The law of the Federal Republic of Germany applies exclusively to the contract and the resulting claims, excluding the UN Convention on Contracts for the International Sale of Goods.
- 11.3. The agreed place of performance is the headquarters of Achterberg.
- 11.4. This contract accurately and completely reflects the agreements of the parties; There are no additional verbal agreements.
- 11.5. Changes and/or additions to this contract must be made in writing in order to be legally effective. The written form is also necessary to waive this formal requirement. The Secure Electronic Signature does not meet the written form requirement for the purposes of this contract.
- 11.6. If individual provisions of this contract are or become void, unenforceable and/or invalid, this will not result in the nullity, unenforceability and/or invalidity of the entire contract. In this case, the parties undertake to replace the void, unenforceable and/or invalid provisions with a regulation that comes closest to the economic purpose pursued by the void, unenforceable and/or invalid regulation.