

1 Application All our deliveries and performances in particular software products, support and consulting services (hereinafter: Performance) and offers are provided subject exclusively to our General Terms and Conditions of Business and Software Maintenance. They form part of all contracts that we conclude regarding any Performance that we may offer. These Terms and Conditions apply even if not specifically referenced. If the customer or third parties have contradictory terms and conditions of business, they shall not apply, even if we do not object to them separately. They do not become part of the contract even if the order is accepted or filled.

2 Conclusion of contract Our offers are always nonbinding and subject to change unless expressly declared otherwise. They are based on the customer's specifications, without knowledge of the customer's circumstances. We enter into individual contracts with customers on the basis of these Terms and Conditions. The contract is not accomplished until we provide a written confirmation or perform as contracted. The written confirmation or, if the order is carried out immediately, the delivery note shall exclusively govern the scope and subject-matter of the Performance. If the order confirmation or delivery note contains changes to the customer's purchase order, the customer approval is given if he unconditionally accepts the Performance without any reservation and/or does not object in writing within a reasonable period of time. We reserve the right to make changes to reflect technical improvement.

Illustrations or information regarding the subject-matter of the Performance (values in use, loads, tolerances, drawings, technical data, etc.) are approximate in nature, unless exact conformity is necessary for the subject-matter to be used for the contracted purpose. We are not bound or liable to the customer for any obvious mistakes or printing, arithmetical, spelling or costing errors. We only uphold contractual guarantees that we have explicitly extended and identified as such.

3 Prices, payment Our current list prices shall apply, as they may change from time to time. All prices are ex-works, excluding packaging, customs, transport costs and value-added tax. Unless otherwise separately agreed, license prices are exclusive of additional services such as installation, implementation, introduction, training, maintenance, out-of-pocket expenses, travel costs, and other expenditures.

If incomplete information, unclear objectives or unclear task descriptions which the customer fails to correct or complete despite being asked to do so, lead to additional work and costs, we will charge separately for these additional costs based on the current list prices as they may change from time to time.

Unless otherwise agreed, our invoices are immediately due and payable within 20 days of invoicing without any discounts. Payment is deemed to be made when our account is credited.

A default in payment automatically voids any rebates, prompt payment discounts and other incentives granted to the customer.

The customer may only exercise a right of retention or set-off if his claims against us are based on uncontested judgment, are undisputed, or acknowledged.

Services. If invoicing based on time and material is agreed, this means billing according to working time, if not stated otherwise. Billing will be done as offered, by days or hours, where a day counts for 8 hours (during usual office time). Weekdays are days from Monday to Friday. A surcharge of 50 % for work on Saturdays and 100 % for work on Sundays and legal holidays will be raised for work that needs to be done on these days, necessary travel times will be billed as working times, travel and incidental expenses will be billed as they occur, if not agreed otherwise. If the customer is responsible for waiting time of SEEBURGER personnel, time is billed as working time. In case customer is responsible for postponements or cancellations communicated less than 5 days before a scheduled date, planned time can also be billed as working time, if we cannot assign other projects to the personnel involved.

If not otherwise agreed, we bill services subsequently for one month. Payment based on expenses comes due after reception of a verifiable bill and a shipping note, if no other form of performance record has been arranged for. A shipping note is held approved as far as the customer did not object within 8 calendar days after receiving it.

4 Performance, contract modification Performance deadlines begin upon receipt of the order confirmation, or once all technical and commercial questions have been resolved, whichever comes last. Performance deadlines are always approximate, unless we have expressly given a fixed Performance deadline.

If the customer fails to discharge his own cooperation obligations on time, including, but not limited to, procuring documents and making agreed-upon advance payments, the Performance deadlines shall be extended accordingly.

Performance deadlines shall also be extended accordingly if Performance is delayed due to force majeure events or other unforeseeable circumstances not attributable to us (e.g. strikes, civil commotions, embargos, travel advisories from the German Foreign Ministry, or the failure of our suppliers to perform on time, correctly or at all). If these events make Performance impracticable or impossible for other than a temporary period of time, we may withdraw from the contract in whole or in part. This then absolves the customer from his obligation to render counter-performance (payments). The customer may withdraw from the contract if he can thus no longer be reasonably expected to accept Performance. We are not liable for impossibility or delays in Performance due to such events. We will notify the customer if such events occur.

Partial and early Performance is allowed as long as it is not unreasonable for the customer.

If we realize while rendering Performance that specific requirements in the scope of Performance must be modified, we will notify the customer thereof and recommend alternatives wherever possible. We will provide the customer with a supplementary offer in this case. The customer must notify us in writing whether he consents to the change; notification must be given without undue delay, but no later than within 10 business days of receiving the offer. If we do not receive notification of consent or if no agreement is reached, the Performance shall remain as stipulated in the pre-existing contract.

Risk passes to the customer upon acceptance/delivery of possession/property. After rendering Performance, we may demand that the customer provide a written declaration stating that the Performance was correct, complete and defect-free. This declaration must be provided within four weeks and may only be refused if the Performance suffers from significant defects. It is deemed as provided if the customer pays without any reservations or fails to notify us in writing of major or incurable defects within 4 weeks of the Performance. If the acceptance/delivery of possession is delayed or prevented due to circumstances not attributable to us, risk shall pass to the customer upon providing notification of readiness for acceptance/delivery of possession.

5 Customer's obligations to cooperate The customer knows the product's main functions – as described in the offer – and assumes the risk that they may not conform to his needs and preferences, including, without limitation, with respect to his infrastructure and system environment. The customer shall assist us comprehensively at his own expense in rendering Performance, including, but not limited to, the following:

- The customer is responsible for defining the requirements precisely and in writing, answering questions without unreasonable delay, regularly checking new updates, checking interim deliverables, tests, et cetera.

- The customer shall appoint up to three qualified employees with decision-making authority to assist with necessary information, specifications, tests, error reports, performing maintenance and other cooperation obligations.

- The customer shall provide the infrastructure needed to render Performance, i.e. a work station, employees, computing time, system environment, permission and access to hardware and software, telecommunications, and the necessary data in the proper volume and structure, separate from the customer's business operations, et cetera. We are only liable for damage caused by the customer's employees within the limits set forth in our liability provisions and only if they were acting on our instructions.

- The customer is responsible for ensuring the normal operation of his IT system and for backing up his data in accordance with the present state of the art. He shall take appropriate precautions against the event that all or part of the software in use at his business might fail to work properly, such as regular – daily – data backups, error diagnostics, regular checks of results. The

customer must ensure that the current data can be restored from data stocks maintained in machine-readable form at a reasonable cost. Absent an express written warning, we may always assume that there is a recent backup for all the data that we may encounter.

- The customer will operate the software properly, using qualified, trained personnel.
- The customer will make sure that its EDI partners support us in establishment and test of EDI/B2B connections, if necessary.
- The customer is required to provide us with reasonable assistance in correcting faults and to grant us remote-maintenance access to the affected software and the related system environment.
- The customer will report errors, faults, damages without undue delay where reasonable, providing enough detail where possible so we can begin correcting the errors in a targeted manner. Where possible, the customer shall timely provide to us, without limitation, all the necessary electronic information and documents, and, if possible, in a form that allows the fault to be reproduced. The customer will contact us and perform the recommended troubleshooting and fault correction measures.
- To ensure fault-free functionality, the customer will immediately install any new software fix (hotfix) or new version after being notified of its release, test it for faults and train his employees accordingly.
- The customer will plan and conduct release switchovers with all due care, observing in particular the information and training that we have provided.
- When concluding a maintenance agreement, the customer will set up remote access for us so we can fulfill our contractual obligations.

If the customer fails to perform his cooperation obligations, and this results in a delay, the customer will bear the costs incurred thereby, regardless of whether a flat fee had been agreed on. In such a case, we are entitled to perform or have performed the action owed by the customer at the customer's expense. This is without prejudice to our legal rights.

6 Rights Upon the provision and payment in full of the software, we grant the customer a non-exclusive, non-transferrable contractual right to use the software on one computer in his company for his own business purposes, barring any separate agreement to the contrary. The extent of our license, e.g. limitation to one CPU, is shown in our offer and in the order confirmation. We retain all other rights in and to the software and other related items (source code, update, documentation) including copies, except for the backup copy permitted under German Trademark Act [UrhG] § 69 d. The customer may not grant sub-licenses.

The customer may only copy the software for backup and archiving purposes. The customer may not distribute, copy, translate and/or adapt the software in any way other than for necessary error corrections without our prior written permission. Our copyright notices and marks must not be removed.

The customer may not reverse-engineer or decompile the software or cause the software to be reverse-engineered or decompiled by third parties except and to the extent expressly contracted for or permitted by law. Software provided for testing may only be used for testing, and not for business purposes.

Software may only be passed on with our prior written consent. This consent will be given in case of transfer to another end user if we are certain that (a) the customer will cease using the software, (b) the scope of use will not be greater with the new user than with the customer, and (c) the new user respects the license restrictions and our rights in and to the software. We reserve the right not to allow transfer of our software for hosting or outsourcing.

The customer consents to our performing an announced system measurement to verify compliance with the agreed-upon licensing terms. We will also analyze system environment data for software maintenance purposes.

7 Retention of title We retain title to the contract subject-matter until all the customer's obligations from the business relationship (including outstanding balances on running accounts) have been paid in full, and reserve the right to revoke the license if the customer becomes more than four weeks in default of payment.

We reserve all rights – including, but not limited to, copyrights and ownership rights – in and to all designs, data, drawings, and similar items provided to the customer in electronic or any other form in connection with initiating or implementing the contract. They may not be copied or made available to third parties.

8 Defects The customer must carefully inspect the contract subject-matter without unreasonable delay upon receipt. We must be notified of any defects without unreasonable delay ("notice of defects"). The defect (documented with error messages, etc.) and how it manifests itself (documented by describing the operating steps, etc.) shall wherever possible be described so specifically and reproducibly that we can investigate the defect and rule out the possibility of operator error. If no notice is given, the contract subject-matter is deemed to be approved, unless the defect was not evident during the inspection. Notice of such defects must be given immediately after discovering them. This does not apply if the defect was concealed with intent to deceive.

When negotiating about notices of defects, we do not waive the defense that the notice was late, factually unsubstantiated or otherwise insufficient. Damage reduction measures do not constitute an acknowledgement of defects.

If the contract subject-matter is used despite individual defects, the customer must pay proportionately for the non-defective part.

We warrant that the software will substantially conform to the functions described in its associated documentation, provided that the software is used in accordance with the contractual terms and operating conditions (e.g., operating system). We extend no warranty that the program functions of the customer's selected software will meet his requirements or that the software will be compatible with any of his other existing software programs.

If the Performance is defective, the customer has the following remedies:

- We are required to cure the defect by, at our option, repairing the defective object or replacing it with a non-defective object. We can refuse a type of cure or the entire cure if it is impracticable for us. If reasonable for the customer, the defect may also be cured by providing an alternate solution, a workaround or a software update. The customer must give us the necessary time, opportunity and access to cure the defect.

Any rights to a cure are waived if the customer violates his duties of cooperation, or if he or a third party modified the contract subject-matter without authorization and the modification had a substantial impact on the defect and the effort required to cure it. The customer himself is entitled to correct the defect, or to have it corrected by third parties, and to demand compensation from us for the necessary expenses, solely in emergencies that jeopardize operating safety, or to avert unreasonably severe damage, in which case we must be notified immediately.

If we fail to cure the defect or refuse to perform either type of cure, the customer may, after setting a reasonable grace period, withdraw from the contract, reduce the compensation or claim damages.

We will bill for any expenses not attributable to us under our liability for defects in accordance with our current list price.

If using the contract subject-matter infringes on domestic industrial property rights or copyrights, we shall, at our expense and option, either procure a license for the customer, modify the contract subject-matter to be non-infringing, or replace the contract subject-matter. If this is impracticable for us, the customer may assert its statutory right to withdraw or reduce payment without prejudice to any claims for damages. These obligations only exist if the customer notifies us of such asserted claims without undue delay, refuses to acknowledge the infringement, and if all defensive measures remain reserved for us.

The customer may not assert claims for infringements which are its responsibility or which are caused by the customer's special requirements, by a use which we could not foresee, or by the customer changing the contract subject-matter or using it with software which we did not supply.

Claims for defects shall become time-barred within 1 year of the date of acceptance/delivery of possession, unless the defect was concealed with an intent to deceive or relates to a contractual guarantee as to certain characteristics. These limitations on liability only apply to the extent they are consistent with the liability provisions set forth hereinafter.

Virtualization. If our software products are installed in a virtualized environment and the customer is claiming defects, which are not definitely due to our software (performance, through put, ...) – we are only liable for removing the defect, if the defect can be reproduced and proven by the customer by using a dedicated hardware without virtualization.

9 Liability If we, our agent, servant or delegate commits a willful or negligent breach of duty, we are liable for damages due to injury to life, limb or health as per the statutory provisions.

The following applies to all other damages:

- If we, our agent, servant or delegate commits a willful or grossly negligent breach of duty, we are liable for damages as per the statutory provisions.

- If we, our agent, servant or delegate commits a slightly negligent breach of an immaterial duty, we are not liable for damages.

- If we, our agent, servant or delegate commits a slightly negligent breach of a material contractual duty, we are only liable for the foreseeable damages which are typical for the contract.

- If we, our agent, servant or delegate commits a grossly negligent breach of an immaterial duty, we are only liable for the foreseeable damages which are typical for the contract.

- Material obligations are obligations (a) whose satisfaction is essential to the proper performance of the contract and (b) upon whose satisfaction the customer may reasonably rely.

Liability disclaimers and limitations do not apply to claims under the German Product Liability Act [Produkthaftungsgesetz] if we have concealed a defect with the intent to deceive or extended a contractual guarantee as to certain characteristics, and if further damages are covered under our commercial general liability insurance.

The liability disclaimer and limitation does not affect the customer's statutory rights to withdraw from the contract. The above provisions shall not cause the burden of proof to change to the detriment of the customer.

The customer shall maintain its own insurance in the scope customary for the customer's industry and structure (e.g. business interruption insurance). The subject matter may only be used in the country for which it has been ordered. The customer shall bear the responsibility for any re-import and re-export.

10 Liability limitation If liability is limited to the foreseeable damages which are typical for the contract, the liability shall be limited to a maximum of EUR 50,000.00 per occurrence, but no more than twice this amount for all damages within a calendar year.

11 Nondisclosure The customer agrees to keep the entire content of the contract strictly confidential, including, but not limited to, prices, discounts, know-how and other business secrets, and to refrain from making available to third parties any information, designs or other documents without our express consent. The foregoing does not apply to content which is publicly known without violating the nondisclosure obligation. The customer's employees must be equally bound by the nondisclosure obligation; the nondisclosure obligation shall survive the expiration or termination of the contract.

We may use the customer and the project as a reference as long as customer does not object in writing.

12 Data use The customer agrees to allow us to store such of his data as becomes known in the implementation of the contract.

The customer consents to us processing his data (company name, mailing address, responsible employees, nature and extent of his purchase orders, etc.) for contract execution and marketing purposes.

If customer processes personal data with us and requires us to conclude an agreement relating to protection of data privacy, we provide a model agreement based on our adequate technical processes. Deviating requirements will be billed based on expenses.

13 Continuing obligations Unless otherwise agreed, we shall provide all continuing obligations (managed service, outsourcing, remote assistance, program maintenance and technical support) in accordance with the service level stipulated in the contract. The agreed upon software maintenance does not affect the statutory rights accruing to the customer in the event of a defect.

The usage independent flat fee for these obligations is payable in advance for the billing period. In case of yearly payment, payment for the rest of the current year is due and payable after formation of contract, and subsequent fees shall be due and payable in January of each year for the following year, if not otherwise agreed. Payment has to be made without discounts, within 20 days of invoicing, it is deemed to be made when our account is credited.

We reserve the right to make reasonable adjustments to the fee for continuing obligations if costs increase or decrease, including, without limitation, due to collective wage agreements. The customer may terminate the agreement about a continuing obligation as of the effective date of the adjustment by giving at least 6 weeks' prior written notice if he does not wish to maintain the agreement with the new fee.

Term, termination for maintenance. The maintenance contract shall run for an indefinite period and shall commence upon the shipment of the software licenses or upon the first day of the following month, whichever comes first. The year in which the software maintenance agreement is formed is an abbreviated year which ends on December 31.

The software maintenance agreement can be terminated as of the end of a calendar year by either party giving at least three months' prior notice. This does not apply to the abbreviated year. Any termination must be in writing to be effective. This is without prejudice to the right to terminate for cause without notice.

If we fail to render Performance as contracted, the customer may terminate the contract, provided that he has served a written notice on us threatening termination and extending a grace period of at least 4 weeks, and such grace period has expired without effect.

In particular, we may terminate the contract without notice if the customer defaults on paying the flat maintenance fee despite receiving a reminder, or if the customer modifies the software and/or system environment in such a way as to make its maintenance substantially more difficult. In this case, we may cease providing maintenance services.

14 Recommendations: Test system The customer is urgently recommended to set up a test system. If there is no test system, we shall assume no liability for changes that have to be made to the live system, but cannot be adequately tested.

Long Term Archiving The customer is recommended to consider its duty to keep records relating to EDI transactions. We are happy to provide an offer for long term archiving upon request.

Virtualization. If the customer operates our software products in a virtualized environment, without our additional support products for this topic – we will charge for incidents/support calls which are due to the virtualization on a time and material base.

15 Final provisions These provisions also apply to companies affiliated with the customer within the meaning of German Stock Corporation Act [AktG] § 15. The customer shall bind its affiliated companies to observe these provisions.

The customer is not entitled to assign rights granted hereunder to third parties without our consent.

These terms and conditions are governed by the laws of Germany, exclusive of the provisions of the UN CISG. The place of our registered offices is the place of performance and exclusive place of jurisdiction for all disputes arising from the business relationship.

Should individual provisions of these Terms and Conditions be or become invalid, the validity of the remaining Terms and Conditions will be unaffected thereby. Any modifications and amendments to this contract must be in writing to be effective.