

End User License Agreement (EULA) License Purchase

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1. Scope of Application

- 1.1. Licensors are COSMO CONSULT Licensing GmbH | Rütistrasse 13 | 8952 Schlieren (hereinafter "COSMO CONSULT").
- 1.2. This EULA shall apply to all standard software programs of COSMO CONSULT including new versions (upgrade, update, service pack or hotfix), industry solutions and add-ons (hereinafter referred to as "Contract Software") which COSMO CONSULT makes available to the Licensee for use for an unlimited period of time ("License Purchase").
- 1.3. Any conflicting general terms and conditions or conditions of purchase of the Licensee shall not apply.
- 1.4. The Contract Software together with the documentation and accompanying documents is protected by copyright. Any use not in accordance with the contract, in particular distribution, public reproduction by wire or wireless means, including making available to the public, other disclosure, editing or copying, is illegal and will be prosecuted under criminal and civil law.
- 1.5. COSMO CONSULT and the companies of the COSMO CONSULT group of companies as well as authorized dealers (hereinafter collectively referred to as "Partners") are entitled to distribute the Contract Software on the basis of this EULA.

2. Grant of licence, Obligations of the Licensee, Affiliated undertakings, Termination

- 2.1. Unlimited Time Period
- 2.1.1. COSMO CONSULT shall grant the Licensee the non-exclusive and non-transferable right to use the Contract Software for its own business purposes for an unlimited period of time, with the exception of No. 2.5, as of payment of the full agreed remuneration to the respective seller of the licenses of the Contract Software (hereinafter "seller"). Depending on the agreement, this includes either
 - a) the right to access the Contract Software by way of online access; or
 - b) the installation, loading and running of the Contract Software on individual servers of the Licensee and the making of an appropriate number of backup copies.
- 2.1.2. The Licensee is not entitled to reproduce, distribute, publicly reproduce by wire or wireless means, make publicly accessible, grant sublicenses, rent or lease the licensed Software or otherwise make it available to third parties, whether in return for payment or free of charge. Notwithstanding sentence 1, the Licensee shall be entitled to permanently transfer the Licensed Software to a third party if the Licensee at the same time completely relinquishes its own use of the Licensed Software. To this end, the Licensee shall delete all copies of the Contract Software

installed on its premises or hand them over to COSMO CONSULT immediately after transferring the Contract Software to the third party, unless legal regulations oblige it to keep them for a longer period of time. Upon request by COSMO CONSULT, the Licensee must explain in writing the measures taken by it to completely discontinue its own use of the software or the reasons for the longer storage of the Contract Software. The Licensee shall only grant the third party rights of use to the extent specified here in No. 2.1.

2.1.3. The number and type of licenses for the Contract Software are specified in the order form or contract. If a user restriction has been agreed, sentence 1 shall include in particular the number of employees of the Licensee who are entitled to use the Contract Software ("Users").

2.1.4. In all other respects, all rights to the Contract Software shall remain with COSMO CONSULT.

2.2. Extension of Licenses

If the Licensee wishes to use the Contract Software beyond the agreed number and type of licenses (e.g. for a higher number of users), it shall notify the respective vendor or partner of this immediately, at least in text form, and reach a contractual agreement with the vendor or partner in this regard. Unless otherwise agreed with the respective vendor or partner, the Licensee shall be obligated to compensate COSMO CONSULT for any use of the Contract Software in excess of the originally agreed number and type of licenses in accordance with COSMO CONSULT's current price list; further claims by COSMO CONSULT shall remain unaffected.

2.3. Obligation of the Licensee to cooperate

As long as the Licensee uses the Contract Software, the Licensee shall be obliged to confirm to COSMO CONSULT on an annual basis that the licensing is in order and to provide information about this.

2.4. Affiliated Companies

Affiliated Companies for the purposes of this EULA are those companies in which the Licensee has a direct or indirect interest of more than 50% or which have a direct or indirect interest of more than 50% in the Licensee, or companies which are also owned, directly or indirectly, by the same owner as Licensee with an interest of more than 50% (hereinafter "Affiliated Companies"). Affiliated Companies, like Licensee, are entitled to use the licensed Software under this EULA. This does not imply an increase in the permitted number of users. The Licensee shall ensure that its aforementioned Affiliates comply with all obligations under this EULA.

2.5. Extraordinary Termination

COSMO is entitled to terminate this EULA without notice if the Licensee violates this EULA in a significant manner and fails to remedy this violation despite a warning.

3. Obligations upon Termination of the Contract

- 3.1. Upon termination of this EULA, the Licensee undertakes to surrender all copies, including accompanying documents, and to delete them from its systems. The complete surrender and deletion shall be confirmed to COSMO CONSULT at least in text form.
- 3.2. If the Licensee uses the Contract Software by way of online access, the respective partner is entitled to block online access to the Contract Software upon termination of this EULA.

4. COSMO CONSULT|Product Enhancement Plan Compensation

- 4.1. If the Licensee has concluded a Microsoft Enhancement Plan, the Licensee is obliged during the term of the Microsoft Enhancement Plan to also pay the remuneration for the COSMO CONSULT|Product Enhancement Plan with regard to the Contract Software. The COSMO CONSULT|Product Enhancement Plan entitles the Licensee to obtain new versions of the Contract Software (upgrade, update, service pack or hotfix) by downloading them from the internet. The details can be found in the COSMO CONSULT|Product Enhancement Plan. This remuneration is payable annually
 - 4.1.1. to the respective seller in accordance with the contract or order form concluded in each case;
 - 4.1.2. or to COSMO CONSULT directly if there is no longer a contractual relationship with the seller. Unless otherwise agreed, the amount of remuneration in this case shall be based on COSMO CONSULT's current price list.
- 4.2. If Licensee has completely removed the Contract Software from the license file at Microsoft prior to the start of a new Enhancement Plan period in accordance with the Microsoft Enhancement Plan, the obligation to pay compensation in accordance with Section 4.1.2 exists only until the end of the previous Enhancement Plan period.
- 4.3. New versions of the Contractual Software may include new functions as well as corrections. The Licensee 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 Contractual Software if the Licensee uses the current version. COSMO CONSULT draws the Licensee's attention to the fact that individual functions may be omitted in the context of new versions. COSMO

CONSULT will inform the Licensee in advance if a new version is associated with the discontinuation of individual functions or modules of the software.

5. Warranty Rights

- 5.1. The functional scope of the Contractual Software at the time of conclusion of the contract is conclusively described in the respective contract or order form (quality agreement). During the term of the Enhancement Plan, further functions may be added or omitted within the scope of new versions (cf. No. 4.3).
- 5.2. COSMO CONSULT warrants the agreed quality in accordance with No. 5.1 and that the Licensee can use the Contractual Software without infringing the rights of third parties. A defect shall be deemed to exist in the event of a deviation from the quality agreement and the associated restriction of the possibility of use.
- 5.3. The Contractual Software must be inspected without delay. Any defects must be reported to COSMO CONSULT without delay and described as precisely as possible. If notification is not made in good time, any rights of the Licensee in respect of defects shall be excluded.
- 5.4. Warranty Rights of the Licensee shall initially be limited to the claim for subsequent performance in the variant of the claim for rectification of defects. The rectification shall be carried out exclusively with the next available version of the Contractual Software. Three attempts to remedy a defect shall be accepted unless this is unreasonable for the Licensee. If COSMO CONSULT creates a workaround, the Licensee must accept this as a remedy if it is reasonable.
- 5.5. The supplementary performance is carried out without recognition of a legal obligation.
- 5.6. The Licensee shall only be entitled to rescind from the License Purchase or to terminate the COSMO CONSULT|Product Enhancement Plan without notice or to reduce the purchase price if the rectification of the defect has failed. The Licensee may not rescind if the defect is insignificant.
- 5.7. In the event of a justified reduction, the Licensee is entitled to a repayment claim in the event of overpayment.
- 5.8. With regard to the COSMO CONSULT|Product Enhancement Plan, the licensee has no right of rescission, as this involves a continuing obligation.
- 5.9. The Licensee shall only be entitled to claim damages under the conditions and within the limits set out in No. 6.
- 5.10. The prerequisite for the Licensee's warranty rights is the reproducibility of the defect complained of.
- 5.11. The Licensee's warranty rights shall expire after one year, commencing with the date on which the relevant version of the Contract Software is made available.

- 5.12. Insofar as the Licensee has been informed of specifications for hardware and software for the use of the Contractual Software, it is a prerequisite for warranty rights that the Contractual Software is used exclusively with hardware and software components that comply with the specifications.
- 5.13. If the Licensee itself makes a change to the Contract Software, in particular a change to the source code, or has such a change made by a third party, warranty rights shall be excluded unless the Licensee proves that the defect is not due to the action performed or caused by it.
- 5.14. If COSMO CONSULT provides services for remedy without being obligated to do so, COSMO CONSULT may demand reasonably necessary and reasonable compensation for this in accordance with COSMO CONSULT's price list, insofar as the effort was caused by the Licensee. This shall apply in particular if a defect cannot be proven or reproduced and in the case of other unjustified notices of defect. Expenditure caused by unjustified notices of defects shall be remunerated according to COSMO CONSULT's current hourly rates.
- 5.15. Any further warranty rights of the Licensee are excluded.

6. Limitation of Liability

- 6.1. In the event of simple or slight negligence on the part of a legal representative or vicarious agent, COSMO CONSULT's liability shall be limited to the typically foreseeable damage in the event of a breach of material contractual obligations (such obligations whose fulfilment is essential to the proper performance of the contract and on whose fulfilment the Licensee regularly relies and may rely). In all other respects, further liability on the part of COSMO CONSULT is excluded in the event of simple or slight negligence.
- 6.2. The parties agree that in the case of No. 6.1 the typically foreseeable damage is limited to the amount of the remuneration agreed in the respective order form or contract. In the case of remuneration to be paid pro rata temporis, this aforementioned limitation per calendar year shall be understood to mean the annual remuneration.
- 6.3. In deviation from No. 6.1 and 6.2, COSMO CONSULT shall be liable without limitation for damages arising from injury to life, body or health that are based on an intentional or negligent breach of duty on the part of COSMO CONSULT.
- 6.4. Insofar as COSMO CONSULT's liability is limited in accordance with the above provisions, this shall also apply to any liability of its executive bodies, employees, freelancers, staff, representatives and vicarious agents.
- 6.5. All claims for damages, with the exception of those based on intent, gross negligence or No. 6.3, are subject to a limitation period of two years. The limitation period begins at the end of the year in which the claim arose. For claims for

damages based on intent, gross negligence or No. 6.3, the statutory limitation period shall apply.

- 6.6. In the event of data loss, COSMO CONSULT shall only be liable for reimbursement of expenses for restoring the data up to the last data backup.
- 6.7. The legal liability according to the product liability law remains unaffected.

7. Confidentiality

7.1. Trade secrets means information

- which is not generally known or readily accessible, either as a whole or in the precise arrangement and composition of its component parts, to persons in the circles which normally handle that type of information and is therefore of economic value, and
- which is the subject of confidentiality measures appropriate in the circumstances by its rightful holder, and
- where there is a legitimate interest in maintaining confidentiality

7.2. Confidential information are all information and business secrets, as well as knowledge and results obtained and apparent therefrom (whether in writing, electronically, orally, digitally embodied or in any other form), which are disclosed, communicated or otherwise made available by one party to the other party in connection with the performance of the contractual services. Confidential information shall be deemed to include in particular:

- Business and sales data, tender documents, organisational information, processes, know-how, calculation methods, company concepts, business strategies and business models, business plans, planning data;
- Software including pre-development, source codes, project methodology, artificial intelligence applications, algorithms;
- Customer data, employee data, supplier data;
- any information of the discloser which is subject to technical and organisational secrecy measures and which is marked as confidential or is to be regarded as confidential according to the nature of the information, the circumstances or on the basis of a reasonable commercial judgement.

7.3. The parties are obliged to maintain strict confidentiality of all confidential information during and also after termination of this contract, whereby the confidential information is to be protected against unauthorized access by third parties by means of appropriate confidentiality measures. Neither party may reproduce or publish the same, at least in text form, or otherwise disclose it to third parties or otherwise use or exploit it for non-contractual purposes without the prior consent of the other party.

- 7.4. Information shall not be considered to be confidential if it was known to the public at the time it came to the knowledge of one party, or if it comes to the knowledge of the public after that time without the intervention of that party, or if that party has received the information from a third party not subject to an obligation of confidentiality, or if that party has acquired the information independently and without using the confidential information of the other party.
- 7.5. Each party shall be released from the obligation to maintain confidentiality if and to the extent that information about confidential information is requested from that party by an authority, a court or another governmental body. This party is obliged to inform the other party immediately and to inform the other party of the body from which information was requested and to what extent.
- 7.6. The party obliged to provide information shall endeavour to keep the scope of the information to be disclosed as small as possible and, if possible, obtain an assurance that the information disclosed will be treated confidentially. The party obliged to provide information shall make reasonable efforts to give the other party the opportunity to defend itself against this request for information.
- 7.7. Upon termination of the EULA, the Parties shall, upon written request of the other Party, mutually return or destroy any existing documents containing Confidential Information.

8. Processing of the Contract Software; Establishment of Interoperability

- 8.1. The processing, modification, decompilation, disassembly and reassembly and other alterations of the CContract Software by the Licensee are not permitted unless COSMO CONSULT has given its prior consent at least in text form or the Licensee is entitled to do so in accordance with the following provisions.
- 8.1.1. COSMO CONSULT's consent is not required if the reproduction of the code or the translation of the code form is indispensable in order to obtain the information necessary to establish the interoperability of an independently created computer program with other programs, provided that the following conditions are cumulatively fulfilled:
- COSMO CONSULT has not established interoperability despite two written requests from the Licensee;
 - the acts are performed by Licensee or by another person authorized to use a copy of the licensed Software or on Licensee's behalf by a person authorized to do so;
 - the information necessary to achieve interoperability has not yet been made readily available to the persons referred to in point 7.1.1;
 - the actions are limited to those parts of the original Contract Software that are necessary to achieve interoperability.

- 8.1.2. Information obtained in the course of actions pursuant to No. 8.1.1 may not be
- used for purposes other than to achieve interoperability of the independently created programme;
 - be disclosed to third parties, unless this is necessary for the interoperability of the independently created programme;
 - used for the development, production or marketing of a program substantially similar in expression or for any other act infringing copyright.
- 8.2. Should the Licensee otherwise wish to make changes, modifications, edits or adaptations to the Contract Software, the respective Partner shall offer these on the basis of a separate order or a separate contract.
- 8.3. Unless otherwise agreed, COSMO CONSULT shall be entitled to all further developments of the Contract Software. COSMO CONSULT shall be entitled to adopt such further developments together with documentation and to use and exploit them for an unlimited period of time, irrevocably, worldwide and freely transferable to third parties in source and object code for all types of use and exploitation including unknown types of use. This includes, in particular, the right to reproduce, distribute, perform or transmit it by wire or wireless means in any manner whatsoever, to make it available for use by third parties and to exploit it extensively in any conceivable manner, as well as the right to edit, develop, modify, decompile and otherwise transform it in any manner whatsoever at its own discretion and to use and exploit the performance results created thereby in the same manner. The Licensee shall be granted a non-exclusive right of use, if and insofar as this has been agreed in the order or the separate contract.

9. Final Provisions

- 9.1. All amendments and supplements to this EULA must at least be in text form in order to be effective. Verbal collateral agreements do not exist.
- 9.2. If any provision of this EULA is or becomes invalid, the remaining provisions of this EULA shall remain valid. The parties agree to replace the invalid provision with a valid provision that best reflects the economic purpose of the parties. The same shall apply in the event of a gap in this EULA.
- 9.3. This EULA shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 9.4. The place of jurisdiction for all legal disputes arising from and in connection with this EULA shall be, to the extent permissible, the registered office of COSMO CONSULT.