

# General Terms and Conditions of Software Use

**For the companies:** Weiss Technik GmbH  
Weiss Klimatechnik GmbH  
Weiss Pharmatechnik GmbH

## **1 Subject Matter of the Agreement**

- 1.1 These General Terms and Conditions (“GTC”) govern the conclusion of customer contracts between a company of the Weis Group (“MANUFACTURER”) and the CUSTOMER regarding the purchase and use of computer programs and related works and services provided by the MANUFACTURER (“Contract Software” and “Contract Services”).
- 1.2 The customer contract between the MANUFACTURER and the CUSTOMER under the terms of these GTC is concluded when the MANUFACTURER makes an offer regarding the Contract Software and Contract Services in writing and the CUSTOMER accepts the offer in writing, or when the CUSTOMER places an order for the Contract Software and Contract Services in writing and the MANUFACTURER accepts the order in writing. When placing an order via a web shop, the CUSTOMER selects the Contract Software and Contract Services and confirms the validity of these Terms and Conditions. The Customer Agreement is concluded when the MANUFACTURER confirms the order. By entering into the Customer Agreement, the CUSTOMER confirms that they are not a consumer.
- 1.3 Offers and orders in writing take precedence over these Terms and Conditions. The MANUFACTURER does not accept any terms and conditions of business or purchase of the CUSTOMER, regardless of whether they are part of an order placed by the CUSTOMER or are otherwise communicated to the MANUFACTURER. The customer contract and these Terms and Conditions may only be amended or supplemented by written declarations from both parties.
- 1.4 These General Terms and Conditions and the Customer Agreement exclusively govern the provision and use of the Contract Software as well as the performance of the associated work and services. They do not apply to the delivery and use of the MANUFACTURER’s machines or hardware. To the extent that Contract Software is provided as an integral part of a machine or hardware (“Embedded Software”), the provisions of these Terms and Conditions apply to such Contract Software, while the MANUFACTURER’s applicable terms of delivery govern the machine or hardware itself.
- 1.5 If the CUSTOMER purchases computer programs from a third party, such as an authorized partner of the MANUFACTURER, or if this third party provides work and services, the CUSTOMER shall have contractual claims exclusively against the third party and not against the MANUFACTURER.

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### **2 Software Provision “On-Premise Software”**

- 2.1 The following provisions apply if the MANUFACTURER provides the CUSTOMER with Contract Software for installation and use on the CUSTOMER’s IT systems (“On-Premise Software”).
- 2.2 The CUSTOMER may install and use the Contract Software on its IT systems to the extent agreed upon in the contract, in particular to store and load it permanently or temporarily, as well as to display and run it. If the parties specify certain IT systems, locations, and premises, the CUSTOMER may use the Contract Software for other purposes only with the prior consent of the MANUFACTURER.
- 2.3 The parties may agree in the Customer Agreement that the MANUFACTURER will provide the CUSTOMER with support for the Contract Software. Support may include, in particular: (1) patches to fix bugs and security vulnerabilities, (2) updates to improve existing functions, (3) upgrades with new functions or versions, and (4) technical support (e.g., hotline, remote maintenance). The parties shall specify the scope of services, the term, and the compensation for support in the Customer Agreement. Unless otherwise agreed, support shall be compensated separately for a perpetual license and is included in a subscription license.

### **3 Provision of “Embedded Software”**

- 3.1 The following provisions apply if the MANUFACTURER provides the CUSTOMER with Contract Software as an integral part of a machine manufactured by the MANUFACTURER (“Embedded Software”).
- 3.2 The CUSTOMER may use the Contract Software on the machine to the extent agreed upon in the contract. The CUSTOMER may not separate, extract, or use the Contract Software outside of the machine. If the machine is sold to a third party, the CUSTOMER shall inform the MANUFACTURER thereof.
- 3.3 The expected service life of the machine is specified in the customer contract or in the product documentation and is at least five (5) years from the date of transfer.
- 3.4 The warranty for the embedded software applies independently of the warranty for the machine. The MANUFACTURER’s applicable terms and conditions of delivery and use apply to the machine.

### **4 “Software as a Service”**

- 4.1 The following provisions apply if the MANUFACTURER makes the Contract Software available to the CUSTOMER for use as “Software as a Service” (“SaaS”) via a customer portal. In the

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case of SaaS, the Contract Software is not installed on the CUSTOMER's IT systems but is operated centrally by the MANUFACTURER or a third party commissioned by the MANUFACTURER.

- 4.2 The MANUFACTURER operates the customer portal on an IT infrastructure operated by the MANUFACTURER or a third party commissioned by the MANUFACTURER. The CUSTOMER may use the customer portal only via the Internet, a web browser, and the programs, user interfaces, and application programming interfaces ("APIs") provided by the MANUFACTURER. The CUSTOMER must procure and operate the Internet access, connections, computers, programs, and security measures required to use the customer portal at its own responsibility and expense.
- 4.3 The MANUFACTURER does not guarantee uninterrupted availability of the Customer Portal. The availability of the Customer Portal may be restricted or interrupted by (1) scheduled maintenance work, (2) the installation of patches, updates, or upgrades, (3) the resolution of malfunctions, or (4) circumstances beyond the MANUFACTURER's control (in particular force majeure, disruptions to telecommunications networks and IT infrastructure, or attacks by third parties). The MANUFACTURER will, where possible, perform scheduled maintenance outside of normal business hours and notify the CUSTOMER in advance. In the event of unscheduled interruptions, the MANUFACTURER will inform the CUSTOMER immediately and endeavor to restore service as soon as possible.

### **5 Web-Based Application on Manufacturer Hardware**

- 5.1 The following provisions apply if the MANUFACTURER provides the CUSTOMER with Contract Software as a web-based application on specific hardware of the MANUFACTURER.
- 5.2 The CUSTOMER purchases the hardware from the MANUFACTURER. The contractual software is installed on the hardware, and the CUSTOMER may use it via a browser for the agreed contract term (subscription license). The CUSTOMER may not separate, extract, or use the contractual software outside of the hardware. After the contract term, the CUSTOMER may only use the contractual software with limited functionality. The hardware remains the property of the CUSTOMER after the contract term.
- 5.3 The warranty for the contractual software applies independently of the warranty for the hardware. The MANUFACTURER's applicable terms of delivery and use apply to the hardware.

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### 6 General Rights of Use

- 6.1 The MANUFACTURER and its licensors hold the exclusive rights of use to the contractual software and grant the CUSTOMER the right of use as conclusively regulated in these Terms and Conditions and the Customer Agreement.
- 6.2 The MANUFACTURER provides the CUSTOMER with the Contract Software in object code along with the accompanying documentation. The MANUFACTURER is not obligated to provide the CUSTOMER with the source code unless the parties expressly agree to this in the Customer Agreement.
- 6.3 The MANUFACTURER grants the CUSTOMER a paid, non-exclusive, non-transferable right of use to the Contract Software to the extent contractually agreed. The right of use includes the right to use the Contract Software for its intended purpose and, for this purpose, to load, display, run, and store it.
- 6.4 The CUSTOMER may reproduce the Contract Software only to the extent that this is (1) expressly permitted in these Terms and Conditions or in the Customer Agreement, (2) necessary for the intended use of the Contract Software (including the creation of a backup copy), or (3) permitted by law pursuant to Sections 69d and 69e of the German Copyright Act (UrhG).
- 6.5 The CUSTOMER may not (1) distribute, rent, lend, or make the Contract Software publicly available, (2) translate, edit, arrange, decompile, disassemble, or otherwise modify or reverse engineer the Contract Software, unless this is permitted for the purpose of achieving interoperability, for observation, examination, or testing, or for creating a backup copy, or (3) circumvent or remove technical protection measures.
- 6.6 The CUSTOMER may use the Contract Software only for its own business purposes. It may not allow third parties to use it, unless the Customer Agreement expressly permits this (e.g., use by affiliated companies or contractors). The right of use is non-transferable and may not be sublicensed.
- 6.7 The parties shall agree on the licensing model for the Contract Software in the Customer Agreement:
- 6.7.1 Perpetual License: The CUSTOMER receives a right of use with no time limit in exchange for a one-time fee and enters into a separate support agreement in exchange for recurring fees. The right of use continues even after the support agreement has ended.

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- 6.7.2 Subscription License: The CUSTOMER receives a right of use limited to the agreed contract term in exchange for recurring fees. The right of use automatically ends upon expiration or termination of the customer contract.
- 6.8 If the MANUFACTURER provides the CUSTOMER with third-party software as part of the Contract Software, the CUSTOMER's right of use is governed exclusively by the license terms of said third party. Upon request, the MANUFACTURER shall inform the CUSTOMER which third-party software is included in the Contract Software and provide the CUSTOMER with access to the license terms. This applies accordingly to open-source software.
- 6.9 If the CUSTOMER uses the Contract Software beyond the scope of the contractually granted right of use or without the required right of use, the CUSTOMER is obligated to (1) immediately cease the unauthorized use, (2) to subsequently acquire the corresponding right of use from the MANUFACTURER and pay the corresponding fee, and (3) to pay the MANUFACTURER a reasonable contractual penalty, which shall be determined by the MANUFACTURER and whose reasonableness may be reviewed by a court. Further claims of the MANUFACTURER remain unaffected.
- 6.10 Upon termination of the right of use, the CUSTOMER must cease use of the Contract Software, delete all copies, and confirm this in writing upon request. This does not apply to the extent that limited continued use of the Contract Software is provided for under Section 5.2. The CUSTOMER is not obligated to cease use and delete the web-based application on the MANUFACTURER's hardware ( ) or embedded software if this would impair the functionality of the hardware or machine.
- 6.11 Upon request, the CUSTOMER shall provide the MANUFACTURER with information regarding the scope of use of the Contract Software (in particular the number of users, installations, and locations). The MANUFACTURER is entitled to verify compliance with the terms of the contract by its own employees or commissioned third parties. The verification shall be announced with two (2) weeks' notice and conducted during normal business hours. The CUSTOMER shall grant access to the relevant IT systems and documentation. If the verification reveals that the agreed-upon usage parameters have been exceeded by more than five percent (5%), the CUSTOMER shall bear the costs of the verification and must immediately acquire the necessary extended usage rights.

## **7 Work Services**

- 7.1 The following provisions apply to the MANUFACTURER's work services, in particular the creation and customization of software in accordance with the CUSTOMER's requirements.

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- 7.2 The parties shall agree in the Customer Agreement on the nature, scope, and specifications of the work services, milestones, schedule, remuneration, and the CUSTOMER's rights of use to the work. Unless the parties agree otherwise, the provisions for contract software shall apply to software.
- 7.3 The CUSTOMER shall provide the MANUFACTURER with all necessary information and access in a timely manner and is responsible for its accuracy. In the event of incompleteness or contradictions, the MANUFACTURER shall notify the CUSTOMER.
- 7.4 If the MANUFACTURER determines that the work cannot be performed as agreed, it shall inform the CUSTOMER immediately. The parties may adjust the scope of work, schedule, and remuneration by mutual agreement.
- 7.5 The CLIENT shall accept the work within a reasonable period of time following notification of completion. Acceptance shall be deemed to have been granted if the CLIENT uses the work productively or fails to report material defects within the specified time limit.

### **8 Services**

- 8.1 The following provisions apply to the MANUFACTURER's services, in particular consulting, implementation, and training. Unlike with work services, the MANUFACTURER does not owe a specific result for services.
- 8.2 The MANUFACTURER shall perform the services on its own responsibility, with the diligence of a prudent businessman, and in accordance with generally accepted technical standards.
- 8.3 The content, scope, deadlines, and remuneration for the services are described and agreed upon in the customer contract.

### **9 Performance of Contractual Services**

- 9.1 Dates and deadlines for the delivery of the contractual software and the performance of the contractual services are generally non-binding and are only binding if the parties expressly agree to this in writing.
- 9.2 The MANUFACTURER may engage subcontractors and affiliated companies.
- 9.3 The parties have the statutory rights to withdraw from or terminate the contract, in particular to terminate it without notice for good cause. Withdrawal and termination must be declared in writing.

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9.4 Specific standards, norms, guidelines, certificates, and testing and approval procedures need only be observed with respect to the contracted software and services if the parties expressly agree to this in writing.

### **10 Further Development and Changes to Services**

10.1 The MANUFACTURER is entitled to continuously further develop the Contract Software and make the current version available to the CUSTOMER. Further developments may include technical improvements, new functions, or usability optimizations. Provided that a further development does not impair or restrict the functions of the Contract Software, the CUSTOMER's consent is not required. The further developments shall be made available to the CUSTOMER either (1) as part of the Contract Software without additional compensation or (2) as an optional extension for a separate fee.

10.2 The MANUFACTURER is entitled to modify the Contract Software even without the CUSTOMER's consent to the extent necessary to (1) comply with legal requirements or official orders, (2) eliminate security vulnerabilities or threats to IT security, (3) ensure compatibility with modified system environments, or (4) ensure the contractual use of the Contract Software.

10.3 The MANUFACTURER is entitled to amend these Terms and Conditions within a reasonable notice period, provided that the amendments (1) are reasonable for the CUSTOMER, taking into account the MANUFACTURER's interests, (2) are necessary to comply with legal requirements or official orders, or (3) are necessary to eliminate security vulnerabilities or threats to IT security. The changes shall be communicated to the CUSTOMER in writing. If changes are made to the CUSTOMER's disadvantage, the CUSTOMER shall have a special right of termination effective as of the date the change takes effect, which the CUSTOMER must exercise within seven (7) calendar days. In the notice of change, the MANUFACTURER shall inform the CUSTOMER of this special right of termination and, , that the change shall take effect if the CUSTOMER does not exercise the special right of termination within the specified period.

10.4 After the conclusion of the customer contract, the parties may separately agree on changes and extensions to services in writing.

### **11 Cooperation of the CUSTOMER**

11.1 The CUSTOMER shall support the MANUFACTURER in the provision of the contractual software and the performance of the contractual services at its own expense and

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responsibility. The CUSTOMER shall designate competent contact persons with decision-making authority who are available during normal business hours.

- 11.2 The CUSTOMER shall procure and operate the necessary IT infrastructure (hardware, software, networks, Internet access) in accordance with the MANUFACTURER's system specifications at its own expense.
- 11.3 The CUSTOMER shall provide all necessary information, data, documentation, and access (IT systems, premises, test environments) in a timely manner.
- 11.4 The CUSTOMER must connect the Contract Software to the Internet and enable data exchange in order to receive program and security updates and to ensure the contractual use of the Contract Software.
- 11.5 The CUSTOMER shall perform regular data backups and take measures to ensure business continuity. The MANUFACTURER shall not be liable for avoidable data loss or interruptions to business operations.
- 11.6 The CUSTOMER shall test the Contract Software prior to productive use.
- 11.7 Throughout the entire period of use of the Contract Software, the CUSTOMER is obligated to install available patches, updates, and upgrades without delay. The CUSTOMER must install all available patches, updates, and upgrades at least once per calendar year; otherwise, use of the Contract Software in accordance with the contract cannot be ensured.
- 11.8 The CUSTOMER shall protect the Contract Software from unauthorized access through appropriate technical and organizational measures. The CUSTOMER shall immediately notify the MANUFACTURER of any indications of security incidents.
- 11.9 The CUSTOMER is solely responsible for complying with the legal and regulatory requirements applicable to them. The MANUFACTURER assumes no liability for the regulatory suitability of the Contract Software and Contract Services.
- 11.10 The MANUFACTURER shall not be liable for defects, delays, or damages attributable to the CUSTOMER's failure to cooperate properly. Agreed deadlines shall be extended accordingly.
- 11.11 In the event of a breach of the obligations to cooperate despite a request and the setting of a deadline, the MANUFACTURER may (1) charge additional costs, (2) suspend services, or (3) terminate the customer contract early. Further claims are reserved.

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### **12 Remuneration**

- 12.1 The license fees for the software covered by the agreement and the compensation for the services provided under the agreement are set forth in the customer agreement. The license fees and remuneration may be calculated (1) as a one-time payment (e.g., flat rate, fixed price), (2) as a recurring payment (monthly, annually), (3) based on time spent, and/or (4) based on specific parameters and metrics (e.g., machines, equipment, hardware, users, processes, usage).
- 12.2 All prices quoted by the MANUFACTURER are net amounts plus the applicable statutory value-added tax.
- 12.3 Unless otherwise agreed, license fees for the provision of the contractual software and for work and services shall be invoiced at the end of each month. In the case of billing based on time spent and parameters, the MANUFACTURER shall provide the CUSTOMER with statements of work. Time is recorded in units of 0.5 hours. Travel costs, expenses, and other out-of-pocket expenses incurred by the MANUFACTURER shall be agreed upon with the CUSTOMER and invoiced separately.
- 12.4 Invoices are payable without deduction within fourteen (14) calendar days of the invoice date. The date of receipt of payment by the MANUFACTURER shall determine whether payment is timely. In the event of late payment, the MANUFACTURER is entitled to (1) charge late payment interest, (2) claim compensation for further damages resulting from the delay, (3) suspend services until full payment is made, and (4) make future services contingent upon advance payment or the provision of security.
- 12.5 If the customer contract is a continuing obligation with recurring payments, the parties may mutually agree to a reasonable increase in license fees and remuneration once per contract year. The MANUFACTURER shall propose the increase to the CUSTOMER in writing thirty (30) calendar days prior to the desired effective date. If the parties cannot agree on an increase within these thirty (30) calendar days, each party shall have a special right of termination, which it must exercise within seven (7) calendar days. If neither party terminates the agreement, the previous license fees and remuneration shall continue to apply. In the proposal, the MANUFACTURER shall inform the CUSTOMER of the amount of the increase, the applicable deadlines, and the special right of termination.

### **13 Defects in Performance**

- 13.1 The MANUFACTURER provides the CUSTOMER with the contractual software and performs the work free from defects. Claims for defects do not exist in the case of an insignificant deviation from the agreed or implied quality and an insignificant impairment of use.

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- 13.2 The MANUFACTURER is not liable for defects caused by the fact that the contractual software (1) is not installed and used in accordance with the contract and proper practice, (2) is used under conditions, for purposes, or in IT systems for which it is not suitable or intended, (3) is not used in accordance with the specified system specifications, or (4) is modified without the MANUFACTURER's consent. Furthermore, the MANUFACTURER is not liable if the CUSTOMER fails to install patches, updates, and upgrades to the contractual software intended to remedy defects.
- 13.3 The CUSTOMER must report defects to the MANUFACTURER without delay, providing all relevant information known to the CUSTOMER. To do so, the CUSTOMER must use the communication channels provided by the MANUFACTURER. The report must be made by a qualified employee of the CUSTOMER who can describe the defects and assist the MANUFACTURER in resolving them.
- 13.4 The CUSTOMER must assist the MANUFACTURER in investigating, reproducing, and rectifying a defect. To this end, the CUSTOMER must grant the MANUFACTURER remote access or on-site access to the contractual software and provide the necessary information, data, and passwords. If, during the investigation, the MANUFACTURER determines that the defect may be caused by other components in the CUSTOMER's IT systems, the CUSTOMER shall, at its own expense, conduct an analysis of the IT systems either directly or through a third party.
- 13.5 To remedy a material defect, the MANUFACTURER may choose between repair, replacement, or alternative performance, such as providing a patch, update, or upgrade, a workaround, or appropriate instructions to the CUSTOMER. If, after a deadline for remedying the material defect has expired without result, the CUSTOMER has set the MANUFACTURER a further reasonable grace period and this too has expired without result, or if a reasonable number of attempts at repair, replacement, or substitute performance have been unsuccessful, the CUSTOMER may reduce the remuneration and claim compensation for damages or reimbursement of expenses. The CUSTOMER is not entitled to remedy the defect themselves or through third parties at the MANUFACTURER's expense.
- 13.6 The CUSTOMER's claims for defects shall expire after one (1) year and are subject to the limitations of liability set forth in these Terms and Conditions. The provision of a patch, update, or upgrade, as well as other services for repair, replacement, or substitute performance, shall not trigger a new warranty or statute of limitations period.
- 13.7 If the CUSTOMER reports a defect that does not actually exist or for which the MANUFACTURER is not responsible, the CUSTOMER must bear the expenses and costs incurred by the MANUFACTURER in connection with the inspection and any rectification of the defect.

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### **14 Indemnification**

- 14.1 The Contract Software is free of third-party intellectual property rights within the European Union and the European Economic Area, or the MANUFACTURER holds the necessary rights of use.
- 14.2 If a third party asserts claims against the CUSTOMER for infringement of intellectual property rights by the contractual software, and if the use of the software is thereby impaired or prohibited, the following provisions shall apply:
- 14.2.1 The MANUFACTURER may, at its own expense, either modify or replace the Contract Software so that it does not infringe upon the intellectual property rights but essentially corresponds to the agreed-upon functional and performance characteristics, or indemnify the CUSTOMER against claims by the intellectual property rights holder.
- 14.2.2 If subsequent performance is impossible for the MANUFACTURER or possible only under unreasonable conditions, the MANUFACTURER has the right to take back the Contract Software in exchange for a refund of the purchase price.
- 14.2.3 The parties shall immediately notify each other of any claims asserted by third parties. To prevent any potential damage, the CUSTOMER shall cease using the contractual software upon request by the MANUFACTURER. The CUSTOMER shall not acknowledge the alleged infringement of intellectual property rights and shall either leave any dispute to the MANUFACTURER or conduct it only in consultation with the MANUFACTURER. The MANUFACTURER shall reimburse the CUSTOMER for necessary defense costs and other damages, to the extent that the CUSTOMER retains the sole right to conduct the dispute for legal reasons.
- 14.2.4 To the extent that the CUSTOMER is itself responsible for the infringement of intellectual property rights, claims against the MANUFACTURER are excluded.
- 14.3 The CUSTOMER shall, upon first request, indemnify the MANUFACTURER against all penalties, costs, and claims by third parties arising from the fact that the CUSTOMER, as well as its affiliated companies, employees, representatives, and vicarious agents, use the Contract Software in breach of the contract, infringe the rights of third parties, or violate applicable law.

### **15 Liability**

- 15.1 The MANUFACTURER shall be liable without limitation for damages

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- 15.1.1 resulting from injury to life, limb, or health,
  - 15.1.2 arising from intent or gross negligence on the part of the MANUFACTURER or its legal representatives or vicarious agents,
  - 15.1.3 within the scope of a warranty assumed by the MANUFACTURER, and
  - 15.1.4 in accordance with the provisions of the Product Liability Act.
- 15.2 The MANUFACTURER shall be liable for the breach of material contractual obligations in cases of slight negligence, but the amount of liability shall be limited to the foreseeable damage typical for the contract, and for all claims arising from a customer contract, the total liability shall be limited to the remuneration agreed upon in that customer contract. Essential contractual obligations are those whose fulfillment is essential for the proper performance of the customer contract and on whose compliance the CUSTOMER may regularly rely. Otherwise, liability for slight negligence is excluded.
- 15.3 The foregoing limitations and exclusions of liability also apply in favor of the MANUFACTURER's legal representatives, employees, and other vicarious agents.
- 15.4 The foregoing provisions do not entail a shift in the burden of proof to the detriment of the CUSTOMER.
- 16 Data Protection**
- 16.1 The parties shall comply with applicable data protection regulations and shall require their employees who have access to personal data to maintain data confidentiality. To the extent that the data protection-compliant, contractual use of the contractual software and the provision of contractual services require certain declarations, agreements, or measures, the parties shall undertake them.
- 16.2 If the MANUFACTURER processes personal data on behalf of the CUSTOMER, the parties shall enter into a data processing agreement in accordance with Article 28 of the GDPR.
- 17 Confidentiality**
- 17.1 The parties undertake to treat the other party's confidential information as strictly confidential, not to disclose it to third parties, and to use it solely for the purpose of fulfilling the contract. Each party shall protect the other party's confidential information at least as strictly as its own.

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17.2 Confidential information includes all non-public information that one party discloses to the other under the contract, regardless of form or medium. This protection also applies to information that does not meet the requirements for a trade secret under the Trade Secrets Act.

17.3 The duty of confidentiality does not apply to information that (1) was already publicly known at the time of receipt or subsequently became public through no fault of the receiving party, (2) was already known to the receiving party prior to receipt, (3) was lawfully obtained from a third party not bound by a duty of confidentiality, or (4) must be disclosed due to legal obligations. The burden of proof lies with the party invoking the exception.

### **18 Data Use**

18.1 The CUSTOMER is responsible for all data and content processed using the Contract Software. The CUSTOMER shall ensure that it holds all necessary rights to such data and that its processing does not violate any laws or the rights of third parties.

18.2 To the extent that the Contract Software is a connected product or connected service within the meaning of Regulation (EU) 2023/2854 (“Data Act”), the CUSTOMER has the right to access the product data generated during use. The MANUFACTURER shall provide this data free of charge in a structured, commonly used, and machine-readable format. At the CUSTOMER’s request, the MANUFACTURER shall transfer the data to a third party designated by the CUSTOMER.

18.3 The MANUFACTURER shall inform the CUSTOMER prior to the conclusion of the customer contract regarding the type, format, and scope of the product data, as well as the technical means of access. The MANUFACTURER may restrict access to the data to the extent necessary to protect trade secrets or to safeguard the security and integrity of the contractual software. The MANUFACTURER shall inform the CUSTOMER of the reasons for the restriction.

18.4 In the case of a perpetual license, the right to access data shall remain in effect for the duration of the agreed support period, but for no less than five (5) years from the date the contractual software is provided to the CUSTOMER. In the case of a subscription license, the right to access data shall remain in effect for the term of the customer agreement.

18.5 The CUSTOMER grants the MANUFACTURER and the companies of the Weiss Group the right to use non-personal data to ensure technical processes, to improve the contractual software, and to develop new functionalities. Use for the purpose of gaining competitive advantages at the CUSTOMER’s expense is excluded.

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18.6 To the extent that the MANUFACTURER generates intellectual property based on the use of the data, the CUSTOMER shall acquire no rights thereto. The CUSTOMER's right of access to the data remains unaffected.

### **19 Cybersecurity**

19.1 The MANUFACTURER develops and maintains the contractual software in compliance with applicable cybersecurity requirements, in particular Regulation (EU) 2024/2847 ("Cyber Resilience Act"). The MANUFACTURER shall take appropriate technical and organizational measures to protect the contractual software against unauthorized access, manipulation, and other cyber threats.

19.2 The MANUFACTURER shall provide the CUSTOMER with security updates free of charge. In the case of a perpetual license, this shall apply for the duration of the agreed support period, but for at least five (5) years from the initial provision of the Contract Software to the CUSTOMER. After the support period expires, the MANUFACTURER is not obligated to provide further security updates. The CUSTOMER uses the Contract Software after the support period expires at their own risk. In the case of a time-limited right of use (subscription license), the MANUFACTURER provides security updates during the term of the customer contract.

19.3 The MANUFACTURER maintains a state-of-the-art vulnerability management system. The MANUFACTURER shall immediately inform the CUSTOMER of any significant vulnerabilities in the Contract Software that come to its attention and of the measures required to remedy them. The CUSTOMER shall immediately inform the MANUFACTURER of any vulnerabilities or security incidents related to the Contract Software that come to its attention.

19.4 The CUSTOMER is obligated to install security updates provided by the MANUFACTURER immediately, but no later than fourteen (14) days after they are made available. In urgent cases (particularly in the event of actively exploited vulnerabilities), the MANUFACTURER may set a shorter deadline and notify the CUSTOMER accordingly. If the CUSTOMER fails to install security updates in a timely manner, the MANUFACTURER shall not be liable for any resulting security incidents or damages.

19.5 The MANUFACTURER shall inform the CUSTOMER of the support period for security updates prior to the conclusion of the contract. Upon request, the MANUFACTURER shall provide the CUSTOMER with the technical documentation, conformity information, and other documents required for the contractual software in accordance with applicable regulations (in particular Regulation (EU) 2024/2847).

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### **20 Force Majeure**

- 20.1 Neither party shall be obligated to fulfill its contractual obligations in the event of and for the duration of force majeure. In particular, the following circumstances shall be deemed force majeure: (1) Accidents, misfortunes, pandemics, and disasters for which the party is not responsible, as well as war, blockades, and embargoes; (2) labor disputes lasting more than four weeks; and (3) general disruptions to telecommunications and the Internet.
- 20.2 Each party must immediately notify the other in writing of the occurrence of a force majeure event.

### **21 Assignment, Retention, Set-off**

- 21.1 The MANUFACTURER may transfer the Customer Agreement, as well as individual rights and obligations arising therefrom, in whole or in part, to its affiliated companies (Sections 15 et seq. of the German Stock Corporation Act (AktG)).
- 21.2 The CUSTOMER may transfer the Customer Agreement and individual rights and obligations arising therefrom to third parties only with the MANUFACTURER's written consent. Affiliated companies (Sections 15 et seq. of the German Stock Corporation Act (AktG)) and third parties are only entitled to use the Contract Software if the Customer Agreement expressly provides for this.
- 21.3 Set-offs and rights of retention on the part of the CUSTOMER are excluded, unless they are expressly agreed upon by the parties or the underlying counterclaim of the CUSTOMER has been acknowledged or legally established.

### **22 Export Restrictions**

- 22.1 The CUSTOMER may not use the Contract Software in any country where its use is prohibited under the export control and trade sanctions regulations of the United States, the European Union, the Federal Republic of Germany, or other applicable export control and trade sanctions regulations.
- 22.2 The CUSTOMER shall indemnify the MANUFACTURER against all claims, fines, penalties, and costs incurred by the MANUFACTURER as a result of the CUSTOMER's violation of export control and trade sanctions regulations.

## General Terms and Conditions of Software Use

### **23 Term of the Agreement and Termination**

- 23.1 These Terms and Conditions apply to one-time services (e.g., software provision as a perpetual license, work services) and to continuing obligations (e.g., software provision as a subscription license, SaaS, and maintenance). For continuing obligations, the contract term, including any trial periods, is governed by the customer contract. Upon expiration of the minimum term, the Customer Agreement shall be extended for the same term, unless terminated in writing by either party with thirty (30) calendar days' notice prior to the end of the respective contract term. Any provisions regarding the contract term of the Customer Agreement that differ from these Terms and Conditions shall take precedence over these Terms and Conditions.
- 23.2 Either party may terminate the Customer Agreement for cause. For the MANUFACTURER, cause exists in particular if the CUSTOMER (1) materially breaches essential contractual obligations despite a warning and the setting of a reasonable deadline, (2) uses the Contract Software beyond the agreed scope of use, (3) infringes the MANUFACTURER's intellectual property rights, (4) is insolvent, or (5) is more than sixty (60) days in arrears with payment of the remuneration.
- 23.3 Notices of termination must be in writing. Extraordinary termination for cause generally requires a prior written warning with a reasonable deadline, unless such a warning is unnecessary or unreasonable under the circumstances.
- 23.4 Upon termination of the customer contract—regardless of the reason—the CUSTOMER shall owe payment for the services rendered in accordance with the contract up to the date of termination. In the case of continuing obligations, the payment obligation ends upon the termination taking effect; payments already made in advance shall be refunded on a pro-rata basis.
- 23.5 After termination of the customer contract, the MANUFACTURER may offer the CUSTOMER support services for migration to other products or providers. The nature, scope, and remuneration for such services shall be agreed upon separately.

### **24 General Provisions**

- 24.1 Amendments and additions to the Customer Agreement must be made in writing. Any waiver of the formal requirement must also be made in writing.
- 24.2 If any provision of the Customer Agreement or these General Terms and Conditions is invalid or unenforceable, the remainder of the agreement shall remain in full force and effect. In

## General Terms and Conditions of Software Use

place of the invalid provision, these General Terms and Conditions shall apply, and, to a lesser extent, the applicable statutory provisions.

- 24.3 The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict of laws provisions. The exclusive place of jurisdiction for all disputes arising from or in connection with the Customer Agreement is Giessen, Germany, provided that the CUSTOMER is an entrepreneur, a legal entity under public law, or an agency managing a special fund under public law.