

Standard Software Support Agreement

1. Subject of the Agreement

1.1 Services Covered by Maintenance Fee

imos provides the following maintenance services for the listed standard software within Germany in the German language for the specified fee under the conditions of this agreement.

a) Delivery of new, further developed versions (Section 2)

b) Standard hotline, application support (Section 3)

The maintenance fee covers all standard modules registered with imos. Individual modules/products cannot be removed from maintenance and continued to be used.

1.2 Additional Services

Furthermore, imos offers the customer the following additional services beyond those mentioned in Section 1.1 upon separate order and for a separate fee:

a) Installations

b) Monitoring measures

c) Instructions and training of employees

d) Individual customization of the software

e) Verification of data backups

f) On-site support

1.3 Software and Hardware Environment

A prerequisite for the service is that the customer operates the contractual software in a software and hardware environment that meets the system requirements.

1.4 Customer's General Terms and Conditions

The customer's general terms and conditions will not become part of the contract, even if they are attached to requests for proposals, orders, declarations of acceptance, etc., and are not expressly objected to.

1.5 Divergent Conditions

In the case of divergent or supplementary conditions, an explicit written consent from imos is required for their validity. All orders require written confirmation by imos to be effective. If imos assumes a guarantee for certain properties of the software, such a guarantee is only binding for imos if it has been declared in writing by imos. This requirement for written form can only be waived by a written agreement.

1.6 Conclusion of Contract

All offers from imos are non-binding unless expressly stated otherwise in the offer. Contract conclusions and other agreements only become binding through written confirmations from imos. imos reserves the right to make minor technical deviations from the offer even after acceptance of the offer by the customer.

1.7 Offers

The customer will not disclose the provided offer, either in whole or in part, including in an edited version, without prior written consent from imos.

2. Delivery of New Versions

2.1 Scope of Service

imos provides the customer with new, further developed versions of the contractual software after release by imos. Previous versions will be supported for at least six (6) months after the release of the successor version.

2.2 Content of New Versions

New versions may correct errors of previous versions and/or change and/or improve existing functions or include new functions. imos determines the content of versions at its own discretion. The customer has no claim to the inclusion of additional functionalities and program extensions of the supported products.

2.3 Exclusions

New versions specifically do not include: separately offered additional functions of the contractual software or a new development of the contractual software with the same or similar functions on a different technological basis. Individual modifications to the standard products supplied by imos as well as special programming developed by imos must be adapted for new versions at an additional cost.

2.4 Delivery

Delivery is made by providing the object code on a standard data carrier or via internet download, including written or electronic documentation of the changed functions, to the service location specified in the software support contract. The source code is not part of the contract and will therefore not be delivered.

2.5 Scope of Functions

The scope of functions of the new version is determined by the accompanying "release code."

2.6 Granting of Rights

imos grants the customer the right to use the new version of the contractual software to the same extent as they were entitled to use the original contractual software under the license agreement and any usage extensions.

2.7 Adjustment of the Software Environment

If required for new versions of the software, the necessary adjustments to the hardware and software environment are the responsibility of the customer, particularly with regard to a new version of the operating system or other third-party software required for the application of the new version.

imos is willing, within its operational capabilities and for a separate fee, to assist with this on-site.

2.8 Inspection and Notification Obligation

The customer will promptly install the delivered versions of the software and inspect them for any defects. If the customer identifies any defects, they will notify imos immediately.

3. Hotline

imos provides a hotline for reporting defects and for user support. This hotline is available at the number specified in the appendix from Monday to Friday, excluding legal and customary holidays at the customer's location, from 9:00 AM to 5:00 PM CET.

The goal of the hotline support is to enable the customer to properly execute individual use cases and to resolve or circumvent problems independently. However, a problem resolution is not guaranteed, nor is general instruction or training in the use of the supported products. Therefore, the hotline support can only be utilized by appropriately qualified employees of the customer who are experienced in handling the supported products and the corresponding system environment.

4. Remote Access via Internet

If the customer agrees to the corresponding service, the following conditions apply:

- a) imos will only perform remote maintenance work based on an explicit instruction from the customer.
- b) imos is entitled to have the work carried out by subcontractors.
- c) The connection for remote maintenance is generally established by the customer.
- d) With the explicit consent of the customer, imos may transfer the necessary data to its own IT system via file transfer or download for the purpose of error analysis and correction.
- e) The customer is entitled to monitor the work on a screen and to terminate it at any time.
- f) The customer can request imos to delete personal data obtained during remote maintenance.
- g) If imos provides support services through data transmission techniques, the customer will provide and maintain the appropriate devices and programs at their own expense.

5. Remuneration

5.1 Prices

The maintenance fee and the billing periods are determined by the currently valid general price list. All prices and fees are exclusive of the applicable statutory VAT.

5.2 Additional Purchased Modules

For modules purchased subsequently, the maintenance fee according to the list price will be charged starting from the month following the purchase.

It is not permitted to use individual modules unless they are covered by the maintenance contract. All activated modules must be included in the maintenance contract to ensure continuous maintenance, functionality, and support.

5.3 Due Date

The maintenance fee is due on the first business day of the billing period. The compensation for additional services is due upon invoicing.

5.4 Price Adjustments

imos is entitled to adjust the maintenance fee and the price list at the beginning of a billing period according to its current price list. imos will notify the customer of any change in the fee at least 3 months in advance in writing. If the fee increases by more than 10% above the inflation index, the customer is entitled to terminate the software support contract at the end of the current billing period within one month of receiving the increase notice.

6. Material and Legal Defects

6.1 Material Defects

A material defect exists if the contractual software or its documentation, when used in accordance with the contract, does not provide the services contained in the functionality description and this significantly affects the suitability for the contractually agreed use.

6.2 Defect Documentation and Notification by Customer

The customer must document any defects that occur in a manner that is as comprehensible as possible for imos and notify imos immediately upon their discovery.

6.3 Legal Defects

A legal defect exists if the customer cannot be effectively granted the rights required for the contractual use of a support service.

If a third party claims an infringement of property rights against the customer due to the use of the maintenance service, the customer will inform imos immediately and, as far as possible, leave the defense against these claims to imos. The customer will provide imos with all reasonable support. In particular, the customer will provide all necessary information about the use and any modifications of the programs in writing as far as possible and hand over the necessary documents.

If third-party rights are infringed, imos may, at its discretion, remedy the situation by:

- a) obtaining a sufficient usage right for the customer from the holder of the property right for the purposes of this contract, or
- b) modifying the infringing software without or with only acceptable effects on its functionality for the customer, or
- c) replacing the infringing software with software that does not infringe any property rights and has no or only acceptable effects on its functionality for the customer, or
- d) delivering a new program version that does not infringe any third-party property rights when used in accordance with the contract.

6.4 Form of Defect Rectification

imos will rectify any defect that becomes known to it at its discretion by one of the following measures:

- a) Providing a patch/bugfix that the customer installs,
- b) Providing a new program version that no longer contains the defect,
- c) Providing instructions to the customer to circumvent the problem or to rectify the defect. The customer will implement these instructions through competent personnel, as far as it is reasonable for them.

6.5 Reduction or Termination with Compensation

If the rectification of the material or legal defect by imos is not successful within a reasonable period, the customer is entitled to set a final deadline for imos with the threat that, if the deadline expires unsuccessfully, they will either reduce the maintenance fee or terminate the contract without notice. Such extraordinary termination is only possible in the case of a significant defect.

In the event of such a justified extraordinary termination due to unresolved significant defects, the customer is also entitled to compensation for the damage incurred due to the poor performance by imos. The limitation of the amount of compensation is governed by Section 7.

6.6 End of Contract

imos is not obligated to rectify material or legal defects reported after the termination of this software support contract.

6.7 Fraudulent Intent / Warranty

In cases of fraudulent intent and in cases where imos has provided a warranty, the statutory warranty provisions remain unaffected.

The technical data, specifications, performance descriptions, and performance commitments contained in this contract and its annexes are exclusively understood as quality descriptions within the meaning of § 434 para. 1 sentence 1 BGB or § 633 para. 2 sentence 1 BGB and not as independent warranties, quality guarantees, or durability guarantees.

Independent warranty promises, quality guarantees, or durability guarantees in the legal sense only exist if they are expressly and in writing designated as independent warranties, quality guarantees, or durability guarantees.

6.8 Calculation of Effort for Unjustified Defect Reports

If it turns out that a defect reported by the customer does not actually exist or is not attributable to software created by imos, imos is entitled to charge the customer for the effort incurred in analyzing and otherwise

handling the report according to the current price list for services at imos, provided that the customer is at fault for the report due to intent or gross negligence.

6.9 Limitation Period

Warranty claims that the customer is entitled to from the provision of services by imos under these conditions expire within one year.

7. Limitation of Liability

7.1 Application of the Regulation

imos is liable for damages on any legal grounds to the extent specified in these provisions.

7.2 Intent and Gross Negligence

imos's liability for damages caused by imos or one of its agents or legal representatives with intent or gross negligence is unlimited.

7.3 Personal Injury

For damages resulting from injury to life, body, or health, liability is also unlimited in the case of simple negligence by imos or one of its legal representatives or agents.

7.4 Organizational Fault and Warranty

Liability is also unlimited for damages resulting from serious organizational fault by imos, as well as for damages caused by the absence of a guaranteed quality.

7.5 Breach of Essential Contractual Obligations

In the event of a breach of essential contractual obligations, imos is liable, if none of the cases specified in sections 7.2 to 7.4 apply, up to the amount of the contract-typical foreseeable damage.

7.6 Exclusion of Liability

Any further liability for damages is excluded, particularly liability without fault.

7.7 Product Liability Act

Liability under the Product Liability Act remains unaffected.

7.8 Contributory Negligence

If a damage is attributable to both a fault of imos and a fault of the customer, the customer must have their contributory negligence taken into account.

7.9 Data Backup

The customer is responsible for regularly backing up their data. In the event of data loss caused by imos, imos is only liable for the cost of duplicating the data from the backup copies to be created by the customer and for restoring the data that would have been lost even if the data had been properly backed up.

8. Term of the Contract

8.1 Commencement

The contract begins on the start date specified in the order documents.

8.2 Termination

Termination must be in text form to be effective. The notice period for ordinary termination is 3 months to December 31 of any calendar year. The contract can only be terminated after the expiration of a full calendar year.

The right to extraordinary termination for good cause remains unaffected. Good cause exists in particular in the following cases:

- Termination by the customer in the event of sustained poor performance by imos in accordance with section 6.5
- Termination by imos if the customer is more than one month in arrears with payment of the fee
- If the contracting party becomes insolvent, an insolvency proceeding is applied for or rejected due to lack of assets, or an application for deletion or liquidation of the contracting party in the commercial register is filed or entered.

9. Miscellaneous

9.1 Assistance of Third Parties

imos is entitled to use the assistance of third parties to fulfill its contractual obligations. The responsibility of imos under this agreement remains unaffected.

9.2 Force Majeure

In the event that a party is unable to perform the owed service due to force majeure (especially war, strike, natural disasters, and power outages), it is released from its performance obligations for the duration of the hindrance. If imos is unable to fulfill a significant contractual obligation for more than five working days due to force majeure, the customer has the right to extraordinary termination.

9.3 Set-off

The customer can only set off claims against imos with undisputed or legally established claims.

9.4 Governing Law

This contract is governed by German law. The UN Convention on Contracts for the International Sale of Goods is excluded.

9.5 Jurisdiction and Place of Performance

The place of jurisdiction and performance is Herford.

9.6 Amendments

Amendments and supplements to this contract must be in writing. This also applies to changes to this provision.

9.7 Invalid Clauses and Contract Gaps

Should individual provisions of this contract be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions of this contract shall not be affected. The same applies if the contract contains a gap.

9.8 Assignment

The customer may only assign claims from this agreement with the prior written consent of imos.