

General Terms and Conditions

NC-VISION GmbH

for Standard Software and IT Contractual Services

Stand 2023 March

Scope

In this document "customers" are understood to be the customers of the NC-VISION authorized dealers as well as all other users of the NC-VISION software products. NC-VISION GmbH, hereinafter referred to as NC-VISION, provides all contractual deliveries and services exclusively on the basis of these General Terms and Conditions. They also apply to all contracts, which NC-VISION's authorized dealers conclude with customers in the relationship between the authorized dealer and the customer. As far as license conditions, rights of use and other stipulations of the license model are concerned, these General Terms and Conditions shall also apply in the direct relationship between NC-VISION and the Customer of the authorized dealer.

Customers are in this respect also the customers of the NC-VISION authorized dealers and all other users of the NC-VISION software products.

NC-VISION software are the Toolbox applications and the No-Code software development environment NC-Builder.

The Terms and Conditions shall also apply to future business relations without repeated express agreement. Deviating terms and conditions of the Customer, also in the form of shrink-wrap, click-wrap or other pre-formulated provisions, shall not become part of the contract, unless they are expressly accepted by NC-VISION in writing. The performance of services by NC-VISION does not imply any acceptance of the Customer's terms and conditions.

NC-VISION is entitled to change or amend the General Terms and Conditions. The amended or supplemented General Terms and Conditions shall be brought to the Customer's attention. If the Customer does not object to the amended or supplemented terms and conditions within two weeks after receipt of the notice of amendment or supplement, but at the latest by the time the amended or supplemented terms and conditions come into force, the amended or supplemented

terms and conditions shall become effective. If the Customer objects in due time, NC-VISION shall be entitled to terminate the contract at the point in time when the amended or supplemented terms shall become effective.

Additional or deviating agreements must always be made in writing. This also applies to the amendment of the written form clause.

The following general terms and conditions are structured as follows:

The following General Terms and Conditions are structured as follows:

- Part A: General part
- Part B: Special Terms and Conditions for Software Licensing by Contract Term (For Subscription & SaaS)
- Part C: Special Conditions for Software Licensing for Purchase of Standard Software
- Part D: Special Conditions for Services
- Part E: Special Conditions Support, Maintenance and Helpdesk Services
- Part F: Special Conditions Service Levels (SLAs)

Part A: General Part

1. Conclusion of a Contract

NC-VISION submits a contract offer upon request of the Customer. NC-VISION is bound to this contract offer for two weeks. The contract shall be concluded upon receipt by NC-VISION of the complete contract offer countersigned by the Customer.

Changes and/or additions or the delayed acceptance of the contract offer as well as changes and/or additions to these General Terms and Conditions are considered as a new offer of the Customer. In these cases the contract shall only be concluded upon written acceptance by NC-VISION or upon performance of services. If Services are rendered without order confirmation or contract, the invoice or the delivery bill shall be deemed as order confirmation based on NC-VISION's General Terms and Conditions valid at the time.

All contract documents will be kept by NC-VISION. The Customer will receive copies of the documents upon request.

2. Service Descriptions

For information from NC-VISION regarding software or services and products, the respective current documents and information are generally authoritative. Older documents automatically lose their validity as soon as a more current version is transmitted to the Customer or made available on the Internet.

The functional scope of the software results exclusively from the software documentation in the respective current version.

All information of NC-VISION is only subject matter of the contract if it is contractually agreed.

3. Prices and Terms of Payment

The prices are in principle without value-added tax. All services are charged according to the price list of NC-VISION valid at the time of the conclusion of the contract. All services will be charged on a time and material basis. Invoices are due 14 days after receipt without deduction.

NC-VISION is entitled to make price adjustments after a minimum contract period of 2 years.

In the event of the existence of defects, the customer shall only be entitled to a right of retention to an extent appropriate to the nature of the defect and the impairment of use.

If the payment dates are exceeded, interest on arrears in the amount of 1.5% per month shall be payable without further reminder. In the event of default, all discounts and other rebates granted shall be forfeited.

The Customer may only set off counterclaims that are undisputed, acknowledged or legally established. The assignment of claims of the Customer against NC-VISION to third parties is excluded.

4. Property Rights

NC-VISION is entitled to all rights to the software and the work results. The Customer is not entitled to change or remove copyright notices of NC-VISION.

5. Rights of Use

NC-VISION reserves all rights to individual software ordered by the Customer including all adaptations and extensions of the standard software. They are and remain the exclusive property of NC-VISION.

The following rights of use apply to all standard software, individual programming, services and their work results delivered by NC-VISION, third-party services rendered and all other copyrightable services rendered within the scope of the contractual relationship:

NC-VISION grants to the Customer a non-exclusive, for the duration of the contract irrevocable, locally and factually limited right of use to all works mentioned in paragraph 2, limited to the purpose of the contract.

The scope of the rights of use to the Standard Software shall be determined by the license model pursuant to Section 5.

All licenses are corporate licenses unless a corporate license is expressly granted.

The rights of use are granted to the customer in principle only for its own operational purposes and within the scope of the purpose of the contract. The rights of use may not be licensed under any circumstances. A transfer of rights and obligations to third parties is excluded.

The Customer is not entitled to provide services for third parties with the software products of NC-VISION, to rent or lease the software products, or to grant sublicenses. Third parties are also group companies. Excluded from this are applications and which the Customer has created with NC-Builder and related services.

Any other form of marketing, digitization, online provision or other public disclosure of the work results for purposes other than those stipulated in the contract is excluded.

For services and software of third parties provided by NC-VISION, e.g. cloud services or standard software, the terms of use and license conditions of the respective third-party provider shall apply exclusively.

Any editing, reworking and/or other processing of the software is prohibited. The provision of the source code is excluded and no rights to the source code are granted. Any form of reverse engineering, translation or disassembly of the software as well as any attempt to determine the source code of the software is prohibited.

The customer may copy the software within the scope of the agreed contractual purpose in all forms of backup and recovery systems in accordance with the state of the art. All copies are also subject to the license provisions of these General Terms and Conditions.

NC-VISION is entitled to revoke the rights of use granted in this clause for good cause. An important reason is in particular if the Customer uses the Software contrary to the contract, violates this rights of use clause despite warning, or is in default with the payment of a not insignificant part of the remuneration. In case of revocation of the rights of use, the Customer shall immediately stop using the Software and return all existing copies. Upon NC-VISION's request, the deletion and the surrender of all copies shall be confirmed in writing.

In case of insolvency of the customer, the license expires.

6. License Model

The license model for software created individually for the customer results from the commissioned offer and the associated contract documents.

1. License model Standard Software:

The license model for standard software is based on the measurement of the intensity of use and the complexity of the software used by the customer. The measurement criteria for calculating the license usage fee are as follows:

Number of named users: Named users actively created in the system who can use the software. All users must be registered with NC-VISION with user ID and password.

Number of endpoints: Number of endpoints defined in the customer's system instance that can exchange data with the system. Endpoints can be interfaces that use protocols such as REST, Socket, TCP/IP, FTP, PCL, etc. or hardware that is integrated via the network, such as scanners or terminals.

Functional scope and complexity of the software used: This can be measured on the basis of modules, applications, bundles (e.g. Smart Work Stations) or products such as NC Builder. This results in a price for the software used.

Server fee standard software.

2. Runtime license NC-Builder-based customer applications

This refers to software created by the customer with NC-Builder. The measurement criteria for the calculation of the license usage fee are as follows:

Number of named users: Named users actively created in the system who can use the software. All users must be registered with NC-VISION with user ID and password.

Number of endpoints: Number of endpoints defined in the customer's system instance that can exchange data with the system. Endpoints can be interfaces that use protocols such as REST, Socket, TCP/IP, FTP, PCL, etc., or network-attached hardware such as scanners or terminals.

Functional scope and complexity of the software used: This can be measured on the basis of modules, applications, bundles (e.g. Smart Work Stations) or products such as NC Builder.

Server fee Runtime fee

Supplementary, customer-specific, deviating agreements can be made.

The measurement criteria can be applied individually or in combination. The performance certificate specifies the measurement criteria applicable to the customer and regulates the customer's licensing.

7. Open-Source Software

NC-VISION reserves the right to use open-source software in the software development for the purpose of fulfilling the contract. However, this is only permissible if the license conditions of the respective Open Source Software (OSS) allow the use and do not contradict the license conditions of this contract.

8. Subcontractors

NC-VISION is entitled at any time to engage subcontractors for the performance of the services even without the Customer's consent. NC-VISION will give due consideration to an objection of the Customer, as far as legitimate competitive interests of the Customer are affected or another conflict of interest exists, which does not exclude the risk of an improper performance of the contract.

9. Cooperation Obligations of the Customer

The Customer is obliged to actively support NC-VISION in the execution of the contract. This includes the continuous and timely provision of all necessary information and the provision of the required cooperation services. Likewise, the Customer shall ensure and comply with the operating conditions and system requirements specified by NC-VISION for the hardware and software used by it, including the workstation computers, routers, data communication means and IT infrastructure of the versions of the NC-VISION Software used by it.

For the purpose of error analysis the Customer is obliged to document occurring problems comprehensively, in detail and in writing and to enable NC-VISION remote access to the test, integration and productive systems. If access to the productive system is not possible, the Customer shall ensure the reproducibility of the reported error on the test or integration system.

In addition, the Customer shall name responsible contact persons for access to the systems and for support cases. These can be reached by telephone or e-mail in accordance with the "single point of contact" principle.

The users authorized by the customer to use the user software must be familiar with and trained in the operation of the software. The system must be commissioned without errors and operated and maintained professionally.

The configuration of the Customer's EDP systems, which serve the use of NC-VISION's software, is the responsibility of the Customer. NC-VISION shall support the Customer in this respect. The configuration and operation of the standard software in the Customer's IT infrastructure is the responsibility of the Customer.

If the Customer does not comply with its duties to cooperate and if NC-VISION incurs additional costs as a result, NC-VISION shall be entitled to charge such costs to the Customer in accordance with NC-VISION's applicable fee table. A breach of the duty to cooperate shall furthermore result in the fact that agreed response times and SLAs shall cease to apply and shall be extended accordingly by the time delay caused by the breach of the duty to cooperate. Furthermore, all warranty, liability, and other promises and guarantees shall lapse. In case of repeated or serious breach of duty, NC Vision shall be entitled to terminate the individual contract within a period of one month. The contractual relationship shall end at the end of the following month.

10. Performance Dates

Dates defined by time intervals start at the earliest with the conclusion of the contract. NC-VISION shall be in default without reminder only if a binding delivery date agreed upon in writing is exceeded on a certain calendar day. For this case the Customer has to grant a reasonable grace period of at least 4 weeks.

Delivery and performance periods shall commence at the earliest after clarification of all delivery specifications and fulfillment of all contractual obligations to cooperate on the part of the customer.

Events of force majeure, unforeseeable circumstances and other unforeseeable disturbances of NC-VISION or its suppliers, which cannot be prevented by NC-VISION or its suppliers despite reasonable care according to the circumstances of the case, postpone the delivery dates by a reasonable period of time, including a reasonable start-up period.

In these cases NC-VISION is released from the obligation to perform if the delivery is not possible within a reasonable period of grace.

If NC-VISION has concluded a corresponding congruent hedging transaction with service providers for performance with due diligence, NC-VISION is not obliged to deliver if the sub-supplier cannot deliver and NC-VISION is not responsible for this. NC-VISION has to inform the Customer immediately about these circumstances and, if applicable, has to refund paid fees without delay.

NC-VISION may refuse delivery if after the conclusion of the contract facts become known which make the Customer's counter-performance appear to be at risk due to the Customer's lack of ability to perform and/or creditworthiness. In this case the delivery shall only be made if the Customer makes advance payments or provides adequate securities. NC-VISION is entitled to set the Customer a reasonable deadline for advance performance or provision of securities and to withdraw from the contract after expiry of such deadline. The setting of a deadline is not necessary if the Customer has fraudulently or negligently concealed the facts already known or not known to him at the time of the conclusion of the contract.

11. Information by the Customer to NC-VISION

The customer shall be liable for the correctness and timeliness of its details and other information for the preparation of offers, specifications and requirement specifications and/or other specifications. Additional costs incurred due to incorrect or late information shall be borne by the customer, even if the customer is not responsible for them.

12. Retention of Title

Until the complete settlement of all claims resulting from the current business relationship, NC-VISION reserves the right of ownership of the delivered products in case of license purchase. If the Customer is in default of payment, NC-VISION may - without prejudice to any other rights - withdraw from the contract and demand the return of the delivered Products. The Customer is not entitled to pledge the Products owned by NC-VISION or to assign them as security. The Customer is obliged to inform NC-VISION immediately about any access of third parties, e.g. in case of seizure. All rights of use are granted under the resolutive condition of the complete and timely payment of the agreed and due license price.

13. Extraordinary Right of Termination for Continuing Obligations

Either party may terminate a continuing obligation, e.g., a software contract for Subscription or SaaS, without notice for good cause.

The possibility of extraordinary termination due to a slight, minor breach of duty under the contract shall remain unaffected. Termination without notice must be preceded by a warning with a reasonable deadline, provided that the reason for termination can be remedied. In the case of serious breaches of duty, termination shall not require a warning.

If the contracting party entitled to termination has knowledge of the circumstances justifying extraordinary termination for more than 30 working days, it may no longer base the termination on these circumstances.

14. Contract Rescission

If the Customer does not accept a proper performance or if he declares before its completion, literally or analogously, also by silence on a corresponding written request, which contains a corresponding reference to the legal consequences of this paragraph, that he will not accept the performance, NC-VISION may withdraw from the contract without setting any further deadline and claim damages instead of the performance.

In case of a withdrawal of NC-VISION from the contract caused by the Customer, in particular due to default of payment or any other cancellation of the contract caused by the Customer, NC-VISION is entitled to claim damages and compensation for the incurred and futile expenses.

NC-VISION shall be entitled to liquidated damages for non-performance in the amount of 100 % of the services already rendered at that point in time according to the prices stated in the order plus additional costs. The services will be charged according to NC-VISION's price list valid at the time.

15. Acceptance

As soon as the ordered installation of the standard software is available, the implementation into the system environment has taken place and the individual adjustments and/or programming have been completed, NC-VISION notifies the Customer that the service is ready for acceptance.

The customer then has the possibility within 14 working days to check the readiness for acceptance or to request an acceptance date.

If the Customer does not give written notice of any technical or functional defects of the installed Standard Software within 30 days after notification of readiness for acceptance by NC-VISION and/or does not request a formal acceptance date, the performance shall be deemed accepted.

If an acceptance test is carried out and defects are detected, NC-VISION is entitled to remedy the defects according to the rules according to clause 17 of these General Terms and Conditions, General Part. Only defects of defect classes 1 and 2 according to Part G Service Level (SLA) for which NC-VISION is responsible shall prevent acceptance. Defects of class 3 shall be documented in the acceptance protocol, shall be remedied by NC-VISION in a timely manner and shall not prevent acceptance.

16. Guarantees

Insofar as employees or sales partners provide guarantees and other assurances of characteristics, these shall only be effective if they are confirmed as valid in writing by the management of NV-Vision.

17. Warranty

NC-VISION warrants that all contractual services, in particular the entire software, comply with the recognized rules of the art of programming and the current state of the art. The warranty period and the period for assertion of other claims due to defective performance shall be 1 year. This period begins with the completion of the service provision, alternatively with the successful commissioning.

For all continuing obligations, including SaaS and subscription contracts, the provisions of the corresponding section of the General Terms and Conditions shall apply. The warranty is excluded insofar as the customer makes changes to the software, the customizing work and/or the system environment, unless the customer proves that the changes are not the cause of the defects complained about.

The warranty is limited, at NC-VISION's option, to removal of defects or replacement delivery. A release change is also permissible as a replacement delivery. A waiting period is reasonable for the Customer if a release change is imminent within a reasonable period of time. If an attempt of subsequent performance fails, the Customer shall grant NC-VISION three further attempts of subsequent performance within a reasonable period of 40 working days each.

The customer shall notify us in writing of any complaints due to incomplete or incorrect performance or complaints due to obvious or recognizable defects no later than 14 days after receipt of the software. If the customer fails to notify us in due time, this shall be deemed as unconditional approval. The customer shall bear the full burden of proof for the defect, for the time of discovery of the defect and for the timeliness of the notice of defect.

If attempts at subsequent performance remain unsuccessful, the subsequent performance shall be deemed to have failed. The right of withdrawal shall be excluded if there is only an insignificant defect. An insignificant defect shall be assumed if the costs of subsequent performance amount to less than 20% of the total price of the IT system.

Further claims of the Customer, in particular any kind of claims for damages, especially for consequential harm caused by a defect, are excluded with the exception of personal injury, unless NC-VISION has acted grossly negligent. NC-VISION is therefore not liable for damages that have not occurred to the delivery item itself.

The warranty is void in its entirety if the software is not used as intended or under unusual operating conditions, system requirements are not met, improper maintenance or improper customizing has occurred, or the software is otherwise improperly handled or used and this leads to malfunctions.

NC-VISION is entitled to refuse the rectification of defects until the Customer has paid a reasonable part of the total purchase price, in particular that of the defect-free parts, taking into account the existing defect. If the Customer notifies NC-VISION of a defect which is not a defect or which the Customer is responsible for, the Customer shall be liable to NC-VISION for the costs incurred thereby.

Further rectifications, in particular after expiry of the one-year period, shall only be owed if a support and maintenance contract or a subscription contract has been concluded. NC-VISION may claim reimbursement of its expenses if NC-VISION

has acted on the basis of a defect report without the existence of a defect or if the Customer has not created the prerequisites for troubleshooting or if the Customer is responsible for the defect.

18. Liability

NC-VISION's liability for damages and for reimbursement of futile expenses, regardless of the legal reason, is regulated as follows:

For damages caused by intent or gross negligence of the organs, legal representatives, employees or other vicarious agents of NC-VISION, NC-VISION shall be liable without limitation to the foreseeable damage typical for the contract.

NC-VISION is not liable in case of simple negligence of its organs, legal representatives, employees or other vicarious agents, as far as it is not a violation of essential contractual obligations.

Material contractual obligations are the obligations to provide the services in a timely manner, to ensure that they are free from defects of title and material defects that impair their functionality or usability to a more than insignificant extent, as well as consulting, protection and care obligations that are intended to enable the customer to use the services in accordance with the contract or to protect the life and limb of the customer's personnel or to protect the customer's property from significant damage.

In case of a simple negligent breach of essential contractual obligations by NC-VISION the obligation to compensate is limited to the contract-typical, foreseeable damage. Foreseeable damage typical for the contract is the damage which NC-VISION foresaw as a possible consequence of a breach of contract at the time of the conclusion of the contract or which NC-VISION should have foreseen by exercising due diligence. Indirect damages and consequential damages, which are the consequence of defects of the service, are furthermore only compensable, as far as such damages are typically to be expected in case of intended use of the service.

The contracting parties assume that the typical damage foreseeable at the time of the conclusion of the contract does not exceed the amount of one annual turnover between the contracting parties. If, in the Customer's opinion, the foreseeable contractual risk exceeds this maximum liability amount not only insignificantly, NC-VISION is prepared to agree upon a reasonably higher liability amount against a corresponding increase of the contractual remuneration regulation for the assumption of risk, provided that insurance coverage can be agreed upon for this purpose.

Liability for personal injury, i.e. for injury to life, body or health, is unlimited. A legally mandatory liability, e.g. according to the Product Liability Act, remains unaffected.

NC-VISION shall only be liable for the loss or destruction of data, if NC-VISION caused the destruction/loss intentionally, by gross negligence or by breach of an essential contractual obligation. NC-VISION's liability is limited to the amount of the damage that would have occurred even if the Customer had properly backed up the data.

The strict liability of NC-VISION according to § 536a para. 1, 1st alt. BGB (German Civil Code) due to a defect already existing at the time of the conclusion of the contract is excluded, as far as the defect does not concern a characteristic guaranteed by NC-VISION.

Claims for damages and claims for reimbursement of futile expenses of the customer shall become statute-barred after one year; § 199 para. 1 BGB shall apply to the commencement of the limitation period.

NC-VISION shall not be liable for any loss, damage, delay or interruption in the performance of Services due to circumstances beyond NC-VISION's reasonable control (Force Majeure). These include, but are not limited to, natural disasters, war, riots, civil commotion, acts of governmental or public authorities, fire, floods, explosions, strikes, burglary, labor unrest or other labor disputes, or telecommunications or data infrastructure failures or other causes. Upon the occurrence of such events, NC-VISION will resume performance as soon as practicable and will endeavor to find reasonable alternatives to minimize the impact of such events.

NC-VISION shall not be liable for any loss or damage caused by burglary, theft or other loss at the place of use of the Software. NC-VISION shall not be liable for any failure, interruption or delay in the performance of any order or contract caused directly or indirectly by fire, flood, acts of nature, accident, riot, war, labor disturbance or strike, embargo, shortage of labor, materials, fuel or power, shortage of transportation, compliance with governmental requirements, laws, ordinances or regulations, or any other cause beyond NC-VISION's reasonable control....

This one-year period shall not apply to claims for damages and claims for compensation of futile expenses in cases of injury to life, body or health, in case of claims under the Product Liability Act as well as in case of a breach of a warranty of quality. Furthermore, this does not apply to claims based on an intentional or grossly negligent breach of duty by NC-VISION or a legal representative or vicarious agent of NC-VISION.

Should liability claims of the Customer exist according to this clause, they shall be limited in amount to the business liability insurance existing with NC-VISION GmbH. Upon the Customer's request, NC-VISION GmbH shall provide the Customer with the relevant insurance certificates.

19. Change Request

The Customer may request changes and additions to the agreed scope of services as well as changes and additions to the Standard Software only in writing from NC-VISION. The implementation must be reasonable and possible for NC-VISION.

If the implementation of the change request has an impact on the contractual scope of services, in particular on remuneration, deadlines, project plan and subject matter of services, NC-VISION shall submit a supplementary or additional offer to the Customer on the basis of the previous contractual price calculation. If a change request of the Customer leads to additional expenses and if a mutual agreement on the additional costs cannot be reached, NC-VISION may refuse the implementation of the change or supplement request.

If necessary, a correspondingly adjusted project plan shall be agreed. The Customer shall confirm the change or supplement offer. A confirmation shall also be deemed to be given if NC-VISION actually performs the Services and the Customer does not object to the performance of the Services.

Changes will invalidate agreed completion dates and other deadlines and processing times.

A change of the contract comes into effect by order confirmation of an offer ordered by the Customer or alternatively, if the Customer does not object to the new offer and NC-VISION performs the service.

20. Secrecy and Copyrights

The customer is obligated to treat all information and knowledge obtained in the course of the cooperation, in particular company and business secrets, e.g. of a technical, commercial or organizational nature, as strictly confidential and not to disclose them to third parties or make them accessible in any other way for the duration of or after termination of the contractual relationship.

As far as protected documents, objects and other information are handed over or made accessible within the scope of the business relationship with NC-VISION, they are protected by copyright. NC-VISION is entitled to all copyrights to the services rendered, products and documentation created.

The Customers of NC-VISION undertake to treat the protected documents and other information of NC-VISION strictly confidential, not to copy, duplicate, pass on, distribute, make accessible to third parties in any other way and/or to bring them to the knowledge of third parties in any other way. Excluded from this is the use of the services and products provided within the scope of the agreed contractual purpose. Third parties within the meaning of this clause shall also include group companies of the Customer.

This obligation shall also apply after termination of the business relationship for a period of 5 years. In case of legal or official disclosure obligations the Customer has to inform NC-VISION immediately.

All documents provided by NC-VISION, which are not expressly issued to the Customer in writing, shall also remain the physical property of NC-VISION.

21. Data Protection

NC-VISION observes the provisions of data protection law and collects, processes and uses data of the Customer only insofar as this is permitted or ordered by law or another legal provision. By placing an order the Customer agrees that NC-VISION may use the data for purposes of contract execution, processing after termination of the contract or, if applicable, for order processing by subcontractors. NC-VISION is entitled to use the business relationship with the Customer for marketing purposes until revoked by the Customer.

NC-VISION undertakes to secure all information and data of the Customer effectively against unauthorized access, modification, destruction or loss, unauthorized disclosure, other unauthorized dissemination and other misuse according to

the state of the art. When securing the customer's data, all precautions and measures will be taken according to the respective recognized state of the art.

As far as the Customer's data is located on systems of NC-VISION, NC-VISION is responsible for the data backup. However, the Customer is responsible for the data backup on his own computers.

All further regulations regarding data protection result from NC-VISION's privacy policy, which is available on the company's website and to which reference is hereby expressly made.

22. Termination of the Contract

Upon termination of a business relationship the Customer is obliged to return all objects, documents and other things which the Customer has received from NC-VISION in connection with the execution of a contract and the transfer of which was not subject of the contractual agreement. Upon termination of the contract all rights of use granted by NC-VISION in connection with the contract to the aforementioned documents and other copyrightable works shall also terminate, unless rights of use have been granted expressly and in writing for an unlimited period of time.

An obligation of NC-VISION to support the Customer in the migration of data is only given if this is contractually agreed in the contract. Provided that NC-VISION has the corresponding personnel capacities available, NC-VISION shall submit a corresponding offer to the Customer.

23. Contact Person Escalation Levels

Upon request, the contractual partners shall name in writing an appropriate contact person for escalation management, for example in the event of disruptions in the performance structure. This contact person can make legally binding declarations for the respective contractual partner.

If an agreement is not reached at the level of the contact person within 14 working days of notification of the facts and the need for a decision, the matter shall immediately be submitted to the respective management of the contracting parties or to the representatives designated by them for a decision. This escalation level shall make a final decision within a further period of 12 working days from receipt of the case.

The above specified escalation period shall not suspend any of the response, execution, recovery or other deadlines agreed upon in this Agreement

24. Non-Solicitation

The contractual partners mutually undertake not to actively entice away any employees of the respective other contractual partner. Solicitation in this sense shall be deemed to exist if a contractual partner approaches an employee of the other contractual partner and makes him an offer to transfer to his own company. However, enticement in this sense shall not be deemed to exist if an employee of a contractual partner applies to the other contractual partner on his own initiative and without prior request. In the event of a breach of this obligation, the breaching contractual partner undertakes to pay the other contractual partner a contractual penalty, the amount of which shall be determined by the other contractual partner and, in the event of a dispute, shall be reviewed by the competent court.

25. Marketing Considerations

The Customer grants NC-VISION the right to include the Customer's name and the fact that the Customer is a customer of NC-VISION in its promotional material. The Customer may deny NC-VISION this right by sending a written request by email to info@nc-vision.com to be removed from the promotional material. Acknowledgement of such refusal by reply email will be made within 30 days, and NC-VISION will make no further reference to Customer in its Promotional Materials from that time forward.

26. Applicable Law, Place of Jurisdiction, Partial Invalidity, Assignment

These Terms and Conditions and the entire legal relationship between NC-VISION and the Client shall be governed by the laws of the Federal Republic of Germany. The place of jurisdiction is Stuttgart, Germany. However, NC-VISION reserves the right to bring an action at the Customer's place of business.

Without limiting the generality of the foregoing, the parties expressly exclude all provisions of the UN Convention on Contracts for the International Sale of Goods from the substantive and procedural law with respect to all proceedings between them. This Agreement supersedes all prior representations and agreements and may only be modified by a written notice signed by authorized officers of NC-VISION. If a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be unenforceable, such provision shall be construed and applied to the maximum extent permissible so as to **effectuate** the original intent of the parties. The remaining portion of this Agreement shall remain in full force and effect.

In disputes concerning mandatory consumer protection rights, the law of the Member State in which the customer has his habitual residence shall apply.

The German version of the General Terms and Conditions shall take precedence over an English or **any** other translation of the General Terms and Conditions in the event of differences in interpretation due to language.

The client may assign rights and claims arising from the individual contract to third parties only with the prior written consent of NC Vision. NC Vision is entitled to assign rights and obligations arising from the individual contract as a whole or individual services to companies affiliated with it within the meaning of Section 15 of the German Stock Corporation Act (AktG).

27. General Duty to Inform According to § 36 VSBG

Online dispute resolution platform and consumer dispute resolution:

The European Commission provides a platform for online dispute resolution, which can be found at <http://ec.europa.eu/consumers/odr/>.

28. Export Rules

Customer agrees to comply with all applicable export and import laws and regulations of the European Union, the United States of America and other applicable governments. Customer agrees not to export or re-export the Software or the License Keys in violation of such laws and regulations. Customer further agrees to comply with all applicable laws and regulations governing the importation into and use of the Software in various countries. In addition, Customer agrees to comply with all legal requirements applicable to its use of the Software and its activities under this Agreement.

29. Special Conditions

For Subscription, SaaS, Standard Software Purchase, Individual Programming and Customizing Work, Support and Maintenance and IT Services, separate contractual services shall be provided as a matter of principle. For the aforementioned services the following Special Terms and Conditions of NC-VISION shall additionally apply and take precedence over the preceding provisions, if they deviate from them.

Part B: Special Terms and Conditions Standard Software Licensing by Contract Term (Subscription & SaaS)

1. Subject Matter of the Contract

Subject of the contractual performance is the licensing of standard software from own development of NC-VISION as well as of standard software products of other manufacturers for the duration of the contract.

Services for support, maintenance or helpdesk are part of this contract.

2. Delivery and Services

NC-VISION provides the standard software to the Customer under the license terms of these General Terms and Conditions. No further services such as customizing, individual programming are owed in connection with the delivery of the standard software, unless these are contractually agreed.

3. Right of Use

All rights of use are limited to the term of the contract.

4. Contract Duration/Termination

The duration of the contract and the notice periods are specified in the contract and the contract's performance certificate.

If the Customer is in default of payment of the usage fee for 2 months, NC-VISION is entitled to terminate the contract without notice.

Part C: Special Conditions for the Purchase of Standard Software

1. Subject Matter of the Contract

The subject of the contractual service is the licensing of standard software from NC-VISION's own development as well as for standard software products of other manufacturers.

NC-VISION is only obliged to provide support, maintenance or helpdesk services if a corresponding support and maintenance contract has been concluded.

2. Delivery and Services

NC-VISION provides the standard software to the Customer under the license terms of these General Terms and Conditions. No further services such as customizing, individual programming are owed in connection with the delivery of the standard software, unless these are contractually agreed.

3. Right of Use

The right of use is granted for an unlimited period of time under the condition of a valid support and maintenance contract. Upon termination of the support and maintenance contract by the customer, the license and the right of use shall end simultaneously.

Part D: Special Conditions for Services

1. Subject Matter of the Contract

These special provisions of NC-VISION shall apply to Individual Programming, Customizing, Configuration, Implementation at the Customer's site, other customization work of Software as well as its derivatives such as documentation, specifications and the like as well as to the installation of Software, training and other services in connection with the Software.

2. Scope of Services

The scope of services according to item 1 results from the commissioned offer and the project documents referenced therein. Project documents represent the project description for the definition of the services to be provided under the contract. These specify the functional and technical specifications for the functionality of the services of the subject matter of the contract. These are, e.g., solution proposal, solution concept, requirement specification or functional specification.

These documents are only binding if they have been confirmed by NC-VISION and are part of the contract.

Other documents containing information on the specification of the scope of services shall only become part of the contract and shall only be decisive for the contractual performance if they are expressly confirmed in writing by NC-VISION as contractual specification of the contractual performance.

Services not confirmed by NC-VISION in project documents or other performance specifications are not owed by NC-VISION.

3. Prices

Services such as customizing, configuration of the software as well as its installation are generally not included in the license price of the software, in the purchase, SaaS, subscription or support and maintenance contract.

Billing is based on time and effort, either according to NC-VISION's fee price list or according to the prices specified in the contract.

Invoicing is done monthly according to effort with hourly statement. If the estimated effort or the total cost calculation is exceeded, NC-VISION will inform the Customer in due time.

There is no claim for compliance with the cost estimate or the cost estimate, unless NC-VISION has acted grossly negligent in the cost estimate.

In case of a fixed price agreement, the following regulation shall apply:

If in the course of a project it turns out that the ordered service or service specification is only feasible for NC-VISION with disproportionate effort and if this was not recognizable for NC-VISION despite application of reasonable care in the individual case, NC-VISION shall be entitled to submit a supplementary offer as contractual additional agreement. This supplementary agreement shall also come into effect if the Customer does not object to the offer within a reasonable period of time, at the latest within 2 weeks, and NC-VISION has implemented the relevant specification.

4. Service Provision

NC-VISION will carry out the IT project according to the specifications of the project documents of the assignment. The recorded requirements are taken into account and suitable technical and functional solutions are developed to ensure that the contractual service meets the customer's requirements.

The Customer itself is obliged to check the made specifications for compliance with legal regulations or official requirements, unless this obligation has been explicitly transferred to NC-VISION by contract.

If the project documents or other specifications prove to be incomplete or incomplete, they shall be supplemented in accordance with the current state of the art and the usual requirements. If this results in additional costs and/or additional expenditure, the customer shall be obliged to bear these, even if a fixed price for the software has been agreed

5. Customizing

Customizing and configuration services are dictated by the structures and functionalities of the standard software, in particular its maintenance and servicing requirements.

6. Performance Dates

Binding completion dates are only those that have been expressly agreed in writing as fixed dates. In case of failure of the Customer's obligation to cooperate, these dates are no longer valid. NC-VISION is explicitly not responsible for insufficient professional planning of the Customer, only for the non-achievement of certain goals or the adherence to deadlines, which are ordered at NC-VISION.

All other schedules, in particular milestones, are envisaged project steps that are fundamentally non-binding.

7. Warranty

NC-VISION is entitled to change defective services for the purpose of rectification, provided that no costs are associated with the change of services for the Customer.

The right to declare withdrawal from the contract or to claim damages does not exist if the functionality of the manufactured work is not significantly impaired.

There is no warranty in case of a support case

If a change has been made to the software or its configuration by the Customer, which NC-VISION has not expressly agreed to, it is the Customer's responsibility to prove that an occurring error is a software error for which NC-VISION is responsible. If it turns out that the error message is not a software error for which NC-VISION is responsible, the Customer shall bear the costs for NC-VISION's analyses and support services to process the Customer's error message and to eliminate the error.

Warranty claims for work performances shall become statute-barred twelve months after acceptance. This limitation period shall not apply in cases in which a defect in a work performance has led to damage to life, limb or health and/or a warranty promise has been violated by the defect and/or the defect has been caused intentionally or by gross negligence. Claims under the Product Liability Act shall remain unaffected. Claims arising from the breach of an obligation to rectify defects shall become statute-barred from the moment of "acceptance" of the work.

8. Rights of Use

For all services rendered by NC-VISION the rights of use according to the General Part of these General Terms and Conditions Clause 4 apply. These apply to all results and intermediate results of the contractual services, in particular the service descriptions, specifications, concepts, documentations, manuals, reports, documents, diagrams on the created individual software, the software adaptations and parameterizations.

9. Acceptance

The more extensive provisions in the General Section of these General Terms and Conditions shall apply.

10. Defects and Deficiencies in Performance

Due to the complexity of the software, especially in the interaction of different systems, open source software and interfaces, it is unavoidable that programming errors occur during the individual software development. Minor programming errors or errors of class 3 according to Part G SLA's that do not affect the use of the programming service or customizing work, therefore, do not constitute a defect in the software contract service.

Part E: Special Conditions Support, Maintenance and Helpdesk Services

1. Subject Matter of the Contract

These special provisions of NC-VISION apply to all support, maintenance and helpdesk services. The regulations part G apply.

2. Rights of Use

For the copyrightable works provided within the scope of support and maintenance services, the rights of use according to the General Section Clauses 4 and 5 shall apply.

3. Compensation and Liability

The liability clause General Section No. 17 of these General Terms and Conditions shall apply to claims for damages due to breach of duty of the contract including defective services.

4. Duration and Termination

The duration of the contract and the notice periods are specified in the contract and the contract's performance certificate.

If the Customer is 2 months in arrears with the payment of the usage fee, NC-VISION is entitled to terminate the contract without notice.

5. Warranty in Case of Support Case

Support and helpdesk services are not covered by warranty.

Part F: Service Level (SLA)

Support hours:

The Service Provider shall provide the Support during the agreed hours, which are 8 hours a day, 5 days a week, excluding pre-approved German holidays. The support is available during German working hours.

Support channels:

The customer can report incidents or seek assistance through the following channels:

- E-mail: support@nc-vision.com
- Phone: +49 151 720 45759
- Online ticket system [:https://nc-vision.atlassian.net/servicedesk](https://nc-vision.atlassian.net/servicedesk)

Incidents are sorted into 3 severity categories.

Errors of error class 1 must be reported by the customer by phone. NC-VISION creates the support ticket.

Errors of error class 2+3 must be opened by the customer through a support ticket. A customer can call the support with reference to the ticket.

Each error is assigned to one of the following error categories:

Defect Class 1:

This class represents the highest severity level in terms of system errors. This indicates that the basic availability of the system is completely impaired. A business-critical core function that directly affects the customer's core business cannot be executed and no workarounds are available. This means that essential operations or use cases of the platform are not possible. For example, if the platform cannot be accessed at all or key functions such as application deployment or the platform editor do not work, this falls into failure class 1.

Defect Class 2:

This class is a severe degradation of system operation, but only affects a portion of the platform. While the entire platform may be functioning properly, there is a specific area or functionality that is experiencing problems. The error can be worked around or circumvented, but this requires significant effort. In this case, non-mainstream use cases or secondary functionality of the platform may be affected. For example, if a certain area of the platform cannot be accessed, causing delays in the development of new applications, this falls into error class 2.

Defect Class 3:

This class represents defects or problems that are less critical than those of classes 1 and 2. The severity of the defect is determined by mutual agreement between the Customer and the service provider NC-VISION. This means that the defect does not have a direct, severe impact on the Customer's core business or the essential functionalities of the platform. The specific examples or features of Error Class 3 are not listed in the specified text and may vary depending on the agreement between the involved parties.

The elimination of malfunctions not caused by NC-Builder (e.g. caused by malfunctions such as network, hardware, server, VM, operating system, database, other systems) is not included in the NC-Builder maintenance. The resulting (analysis) costs incurred by NC-VISION can be charged to the Customer on the basis of our price list for services as helpdesk service. In addition to the General Terms and Conditions, the Support and Maintenance Agreement shall apply.

SLA (Service Level Agreement) per failure class

Failure class	Workdays	Working hours	Response time	Expected problem bypass time
Defect class 1	Monday Friday	09:00 - 17:00	1 day	2 days
Defect class 2	Monday Friday	09:00 - 17:00	2 days	4 days
Defect class 3 (not 1 or 2)	Monday Friday	09:00 - 17:00	5 days	10 days

Without national holidays

The reaction time specifies the time period within which error analysis should be started during working hours at the latest.

The response time specifies the time period in which the support team detects or resolves the incident. Incidents are only responded to during the defined working hours for the SLA service class. Bypass times cannot be guaranteed.

Examples:

Failure class	Problem with the input customer	Last response time	Expected problem bypass time
1	Monday 7:00	Tuesday 9:00	Wednesday 9:00
1	Monday 11:00	Wednesday 11:00	Friday 11:00
3	Monday 7:00	Monday 9:00	Monday 9:00