

Part 1: General provisions

1. Scope of application of these General Terms and Conditions

- 1.1 These General Terms and Conditions (GTC) apply for all agreements on the basis of which Konica Minolta provides standard software in exchange for payment, whether this involves licensing a version to be installed in the customer's IT environment ("On-Premises Software") or allowing the customer to use a version hosted by Konica Minolta or a third-party provider ("Software as a Service", "SaaS").

This shall be subject to the following conditions:

- a In the event of permanent licensing of On-Premises Software, the "Special Provisions for Purchasing Software" in Part 2 of these GTCs shall also apply in addition to the provisions of Part 1 of these GTCs.
 - b In the event of time-limited licensing of On-Premises Software, the "Special Provisions for Software Rental" in Part 3 of these GTCs shall apply in addition to the provisions of Part 1 of these GTCs.
 - c In the event of regular, time-limited provision of "Software as a Service", the "Special Provisions for Software as a Service" in Part 4 of these GTCs shall apply in addition to the provisions of Part 1 of these GTCs.
- 1.2 In order to distinguish it from individual software, the creation and licensing of which is not covered by these GTCs, standard software within the meaning of these GTCs includes all ready-made software products (i.e. programs, program modules, applications, tools, add-ins, etc.) developed according to the needs of the majority of customers, even if they are or can be configured, parametrised and/or customised to suit a customer's individual needs.
- 1.3 Supplementary contractual conditions, product and/or performance specifications or other documentation referred to in these General Terms and Conditions, can be found on the following website at: www.konicaminolta-agb.de or, if they are unavailable there, requested from Konica Minolta by post, e-mail (recht@konicaminolta.de) or telephone (Tel. no. +49 (0) 511 7404 +49 (0)511 7404 630).

- 1.4 The customer's General Terms and Conditions shall not form part of the contract, even if Konica Minolta has not expressly objected to their applicability at the time the contract was concluded. Any provision to the contrary shall only be valid if and insofar as Konica Minolta has agreed in writing to the inclusion of the customer's General Terms and Conditions.

2. Software functionality and properties

The properties and contractual use of the software as well as the system requirements for its installation and/or use are established in the product description and, if available, the user documentation of the software manufacturer or SaaS provider. The appropriate documents can usually be viewed and downloaded from the website of the software manufacturer or SaaS provider, or requested from Konica Minolta in accordance with Section 1.3 if necessary. Any properties or potential use of the software deviating from the product description or the user documentation are only considered to be agreed or contractually determined if Konica Minolta has affirmed this in writing.

3. Registration, licence and usage terms

- 3.1 The licence terms and terms of use of the software manufacturer or SaaS provider apply when using the software. These can usually be found on the website of the software manufacturer or SaaS provider, or requested from Konica Minolta in accordance with Section 1.3 if necessary.
- 3.3 In case (1) a software manufacturer or SaaS provider does not provide any the licence terms or terms of use, (2) the licence terms or terms of use of a software manufacturer or SaaS provider are not effectively incorporated into the agreement, or (3) the content of the licence terms or terms of use of a software manufacturer or SaaS provider is invalid or shows a regulatory gap, the provisions of these GTCs that are applicable in accordance with Section 1.1 can be used as a supplement or aid.
- 3.4 The installation or use of the software may – depending on the product or type of licence – require a prior activation or registration of the product with the relevant software manufacturer or SaaS provider. In this case, the customer is obliged to carry out the necessary product activation or registration in accordance with his duty to cooperate.

4. Payment, billing and terms of payment

- 4.1 Remuneration for permanent On-Premises Software licensing shall be invoiced to the customer following the delivery or provision of this software. In the event of time-limited licensing or On-Premises Software or "Software as a Service", the invoice shall be issued to the customer in advance at the beginning of the agreed accounting period.

- 4.2 The payment terms are 14 days from the invoice date.
- 4.3 Konica Minolta shall be entitled to use electronic invoicing. The electronic invoice shall be sent as a pdf file to an e-mail address to be specified by the customer. The customer must ensure that the invoices can be sent to this address; technical protection systems (e.g. filter programs, firewalls) must be adapted and/or configured accordingly. No automated, electronic replies (e.g. out-of-office notifications) can be taken into account, and they shall not prevent an effective delivery of the invoice. The customer shall immediately inform Konica Minolta in writing of any change to the e-mail address to which the invoices are to be sent. The mailing of invoices to the e-mail address last notified by the customer shall be deemed to be received if the customer has not given notification of a change to its e-mail address beforehand.
- 4.4 Konica Minolta shall be entitled to charge a separate processing fee for the administrative expenses that arise due to special services that are not contractually owed (e.g. adjustment of the invoicing process, contract transfer to another party (subject to the approval of Konica Minolta), handling of customer-specific invoicing requirements). The amount of the processing fee shall be based on the type and scope of the respective special service and is obtained from a fee catalogue made available to the customer, if required, in accordance with Section 1.2.
- 4.5 If the customer participates in the SEPA Core Direct Debit Scheme, the invoice amount shall be collected by Konica Minolta on the due date at the earliest; the pre-notification period is one day. The customer shall ensure that sufficient funds are available in the account to be debited. Any costs arising for Konica Minolta due to the non-payment or back-posting of a debit entry shall be borne by the customer.

5. Liability

- 5.1 Konica Minolta shall be liable as defined by the statutory provisions for
- a. loss or damage due to deliberate intent or gross negligence on the part of Konica Minolta,
 - b. loss or damage against which Konica Minolta has provided a guarantee,
 - c. loss or damage due to a fraudulently concealed deficiency on the part of Konica Minolta,
 - d. loss or damage for which Konica Minolta is liable under the product liability legislation, and
 - e. loss of life, physical injury or damage to health attributable to Konica Minolta.
- 5.2 With respect to material damage and financial loss caused by slight negligence, Konica Minolta shall be held liable as follows: If the damage is based on the breach of a contractual obligation, without the fulfilment of which due performance of the contract would not be possible, and the adherence to which the customer could have relied on (a so-called cardinal duty), the liability shall be limited to foreseeable damage typical for the contract at the time of concluding the contract, i.e. when applying due diligence. To that extent, liability

- a. for damage to or loss of electronically stored data shall be limited to the expenditure which is or would be necessary for the restoration of the data if the customer had properly backed up the data; in any case
 - b. is limited to the amount covered by Konica Minolta's IT insurance, business liability insurance or product liability insurance – depending on which area the respective damage event is assigned to.
- 5.3 If the property damage or financial loss is due to a slightly negligent breach of a contractual obligation which does not constitute a cardinal duty within the meaning of Section 5.2, no liability will be assumed. The same applies in the event of a time-limited licence of On-Premises Software or "Software as a Service" for damages caused by a defect in the software which already existed or was created at the time of the conclusion of the contract, unless Konica Minolta is at fault or Konica Minolta does not remedy the defect immediately after becoming aware of it and the customer suffers a loss.
- 5.4 Compensation claims for material damage or financial loss within the meaning of Section 5.2 shall expire one year after the date on which the occurrence of the damage became known to the customer.
- 5.5 The aforementioned rules governing liability apply to all the vicarious agents of Konica Minolta and apply accordingly to any claims for damages or compensation for expenses brought by the customer in accordance with Section 284 of the German Civil Code (BGB).

6. Data protection

- 6.1 In the course of signing the contract, Konica Minolta collects the following personal data: Name, address, e-mail address, telephone number and bank details of the customer, as well as the name, address, e-mail address and telephone number of any contact persons on the customer side.
- 6.2 Konica Minolta processes the data mentioned in Section 6.1 insofar as this is necessary for the execution of the contract.
- 6.3 Konica Minolta uses the e-mail address(es) collected during the signing of the contract to inform the holder(s) of the relevant e-mail address(es) via e-mail about similar products/services offered by Konica Minolta. The holder(s) of the relevant e-mail address(es) can object to this at any time without incurring any costs other than the basic costs of transmitting this objection. The objection should be sent to: Konica Minolta Business Solutions Deutschland GmbH, Europaallee 17, 30855 Langenhagen. Alternatively, this objection can also be sent via e-mail; in this case, it should be sent to online@konicaminolta.de.
- 6.4 None of the data mentioned in Section 6.1 will be processed for any other purpose than that specified in Section 6.2 and 6.3 unless the customer consents to this.

7. Final provisions

- 7.1 Amendments or additions to or cancellation of the contract including these Terms and Conditions must be made in writing. This

also applies to lifting the requirement for the written form itself.

- 7.2 The contractual language shall be German, i.e. any versions of these General Terms and Conditions in a foreign language shall serve merely for information purposes and shall be legally non-binding. Solely the German version and use of the German language shall be decisive for determining the content and meaning of individual provisions or terminology.
- 7.3 These General Terms and Conditions and all contracts into which they are incorporated shall be subject solely to German law, to the exclusion of the provisions on the conflict of laws and the United Nations Convention on the International Sale of Goods (CISG).
- 7.4 For all legal disputes arising from contractual relationships that include these General Terms and Conditions, the specific place of jurisdiction shall be the registered office of Konica Minolta.
- 7.5 If one provision of these General Terms and Conditions is or becomes invalid or unenforceable, the validity of the other provisions and of the contract concluded on the basis of these General Terms and Conditions shall not be affected thereby.

Part 2: Special provisions for purchasing software

Insofar as the subject of the contract is the permanent provision of On-Premises Software against payment, the following provisions also apply in addition to the provisions of Part 1 of the GTC:

1. Delivery/provision

- 1.1 Konica Minolta may choose to deliver the software either (1) in physical form on a machine-readable data carrier, or (2) in non-physical form, i.e. by making it available for download from the Internet. The download link and any additional access or retrieval information will be communicated to the customer after conclusion of the contract.
- 1.2 The software will be supplied as a machine-readable object code. The customer has no claim to the surrender, disclosure or use of the source code, unless it is provided by the respective software manufacturer for technical reasons.
- 1.3 The software will be delivered within the agreed delivery deadline or on an agreed delivery date. If no delivery term or date has been agreed upon, the delivery shall be carried out three weeks after the conclusion of the contract at the latest.
- 1.4 The timely delivery of the software is subject to timely delivery from Konica Minolta's suppliers. Should a delivery be delayed due to delivery problems on the part of Konica Minolta's suppliers, Konica Minolta shall notify the customer of this immediately. If there are problems with Konica Minolta's suppliers that cause a delivery delay of more than four weeks, both parties may withdraw from the contract. In this case, Konica Minolta is obliged to reimburse the customer for services already rendered without delay.

2. Rights of use

- 2.1 Subject to any deviations in the licence or usage conditions of the respective software manufacturer (cf. Sections 3.2 and 3.3 of the GTC), the customer is granted – subject to the condition precedent of full payment of the agreed remuneration – the unlimited and non-exclusive right to use the software for its own business purposes. The content and spatial design of the right of use corresponding to the respective licence type or licence model (e.g. single user licence, named user license, multiple, network or volume licence) must be observed.
- 2.2 The customer is not entitled to remove or circumvent any existing protective mechanisms the software may have in place against unauthorised use, unless this is necessary to enable it to be used without issue. Copyright notices, serial numbers and other features that serve to identify the software must not be removed or modified. The same applies to suppressing the display of corresponding features.
- 2.3 The customer may make a backup copy of the software to be stored on a data carrier. This must be marked as such and fur-

nished with the copyright notice of the respective software manufacturer. If the purchaser can prove that the original version no longer works or cannot be located, this backup copy may be used instead of the original.

- 2.4 If a third party operates or will operate the software on behalf and under the control of the customer for the exclusive use of the customer (IT outsourcing, hosting), this requires the prior written consent of Konica Minolta.

4. Licensing the software to third parties

- 4.1 Passing on the software and transferring the rights of use to a third party - whether in exchange for payment or free of charge - is (only) permitted if the customer

- gives up his own rights and opportunities to use the software,
- permanently transfers the software, and
- passes on the software in the scope and configuration in which it was acquired by the customer. The software must only be handed over to the third party as a complete unit (including all documentation and other related materials).

As a result, it is not permitted to grant rights of use to a third party without the customer relinquishing their own rights of use, to transfer the software to a third party for a limited time (e.g. to lend or lease the software), to transfer only a part of specific components of the software to a third party, or to transfer the software to multiple third parties, unless this is legally admissible in this specific case (e.g. spin-off of volume licences).

- 4.2 If the software is transferred to a third party in accordance with Section 4.1, the customer must ensure and, upon request and at Konica Minolta's discretion, must provide proof and/or confirm in writing that

- the third party has undertaken to comply with these contractual conditions and the rights of use granted therein and any restrictions thereto;
- the software (incl. all documentation and other related materials) is transferred to the third party including all copies, updates and previous versions;
- the customer deletes the installed software and does not retain any copies (including the backup copy).

If use of the software is dependent on prior product activation or registration with the respective software manufacturer, the customer must ensure that the serial number and/or the corresponding licence key is transferred to the third party.

- 4.3 Transferring the software in accordance with the aforementioned conditions does not automatically mean that warranty claims are also reassigned, and it does not involve the transfer of a maintenance contract related to the software, if such a contract exists.

5. Warranty

- 5.1 Konica Minolta's warranty obligation presupposes that the customer duly complies with its obligations to inspect and inform Konica Minolta of defects in accordance with Section 377 of the

German Commercial Code (HGB). If and insofar as this is the case, Konica Minolta will remedy existing software defects within a reasonable period of time after being informed of defects.

5.2 Functional impairments which are based on one of the following causes or which otherwise fall within the customer's area of responsibility or risk shall not constitute a defect:

- Failure to adhere to the system requirements for operating the software;
- Using defective hardware;
- Incompatibility with other software products (operating systems and/or application programs), if and insofar as the incompatibility has not been expressly agreed upon or approved by Konica Minolta;
- Improper installation, configuration or operation of the software.

5.3 Defects can be corrected using one of the following methods at the discretion of Konica Minolta:

- By providing a non-defective software version or a patch that eliminates the error, whereby the installation of the corresponding software or patch must be carried out by the customer;
- By changing the software by remotely accessing the customer's IT system;
- By setting up a process or a technical procedure to bypass the error (known as a workaround), if this is reasonable for the customer.

If defects are not critical and only have a minor impact on the use of the software, these defects can be removed by providing a corresponding patch or a non-defective software version at the next suitable time, at which Konica Minolta or the relevant software manufacturer will provide other expansions and/or modifications to the software in accordance with their release schedule. Konica Minolta will inform the customer if this is more than three months in the future.

5.4 If it turns out that a defect indicated by the customer does not exist or is not due to the software (so-called apparent defect), the customer must reimburse Konica Minolta for the expenses incurred in the course of the error analysis and other processing. This does not apply if the customer was unable to recognise the existence of an apparent defect even when exercising the necessary care.

5.4 If the customer is an entrepreneur as defined by Section 14 of the German Civil Code (BGB), the warranty period shall be one year.

6. Services not owed

Unless otherwise agreed, Konica Minolta does not generally owe the following services:

- a. Installing, configuring, parametrising or otherwise customising the software;

- b. Care and support services (e.g. providing updates, insofar as these updates are not for the purpose of eliminating any defects);
- c. Establishing the compatibility or interoperability of the software with the hardware or software environment provided by the customer or subsequently modified by the customer;
- d. Instructing the customer regarding how the software works and implementing application training;
- e. Carrying out or checking data backups;

7. Duties and obligations of the customer

- 7.1 The customer is responsible for setting up and maintaining the hardware and software environment necessary to run the software.
- 7.2 The customer must notify Konica Minolta immediately of any defects in the software and provide all known information relating to this. They are also obliged to take all reasonable measures to assist Konica Minolta, upon request, in carrying out an analysis of the defect or discovering the cause of the defect.
- 7.3 At Konica Minolta's request, the customer must allow remote access to their IT system, in order to analyse or correct defects, via a connection that is protected against unauthorised access by third parties. The remote desktop environment is designed in such a way by the customer that Konica Minolta can use the software and that bidirectional data exchange is possible.
- 7.4 The customer must back up the most up-to-date data and operating system required to run the software immediately before installing the software. If required by Konica Minolta, this backup process must also be performed before remote access to the customer's IT system for the purpose of analysing or correcting defects.
- 7.5 The customer must allow Konica Minolta, with timely prior notice, to conduct an inspection and functional test of the system during normal business hours.

Part 3: Special provisions for software rental

Insofar as the subject of the contract is the time-limited provision of On-Premises Software against payment, the following provisions shall also apply in addition to the provisions of Part 1 of the GTC:

1. Delivery/provision

- 1.1 Konica Minolta may choose to deliver the software either (1) in physical form on a machine-readable data carrier, or (2) in non-physical form, i.e. by making it available for download from the Internet. The download link and any additional access or retrieval information will be communicated to the customer after conclusion of the contract.
- 1.2 The software will be supplied as a machine-readable object code. The customer has no claim to the surrender, disclosure or use of the source code, unless it is provided by the respective software manufacturer for technical reasons.
- 1.3 The software will be delivered within the agreed delivery deadline or on an agreed delivery date. If no delivery term or date has been agreed upon, the delivery shall be carried out three weeks after the conclusion of the contract at the latest.
- 1.4 The timely delivery of the software is subject to timely delivery from Konica Minolta's suppliers. Should a delivery be delayed due to delivery problems on the part of Konica Minolta's suppliers, Konica Minolta shall notify the customer of this immediately. If there are problems with Konica Minolta's suppliers that cause a delivery delay of more than four weeks, both parties may withdraw from the contract. In this case, Konica Minolta is obliged to reimburse the customer for services already rendered without delay.

2. Rights of use

- 2.1 Subject to deviating licence terms or terms of use on the part of the respective software manufacturer (see Sections 3.2 and 3.3 of Part 1 of the GTC), the customer is granted the non-exclusive and non-transferable right, limited to the term of the contract, to use the software for their own business purposes. The content and spatial design of the right of use corresponding to the respective licence type or licence model (e.g. single user licence, named user license, multiple, network or volume licence) must be observed.
- 2.2 The customer is not entitled to remove or circumvent any existing protective mechanisms the software may have in place against unauthorised use, unless this is necessary to enable it to be used without issue. Copyright notices, serial numbers and other features that serve to identify the software must not be removed or modified. The same applies to suppressing the display of corresponding features.
- 2.3 The customer may make a backup copy of the software to be stored on a portable data carrier. This must be marked as such and furnished with the copyright notice of the respective software

manufacturer. If the purchaser can prove that the original version no longer works or cannot be located, this backup copy may be used instead of the original.

- 2.4 If a third party operates or will operate the software on behalf and under the control of the customer for the exclusive use of the customer (IT outsourcing, hosting), this requires the prior written consent of Konica Minolta.

3. Third-party use

The customer must not – whether in exchange for payment or free of charge – make the software available to third parties or allow it to be used by third parties (e.g. through time-sharing use or application service providing as part of a computer centre or outsourcing operation) or use it to train persons who are not the customer's employees or workers.

4. Warranty

- 4.1 Konica Minolta will keep the software in a condition suitable for the use covered by the contract, for the duration of the contract, and will remedy any defects within a reasonable time-frame.
- 4.2 Functional impairments which are based on one of the following causes or otherwise fall within the customer's area of responsibility or risk shall not constitute a defect:
 - Failure to adhere to the system requirements for operating the software;
 - Using defective hardware;
 - Incompatibility with other software products (operating systems and/or application programs), if and insofar as the incompatibility has not been expressly agreed upon or approved by Konica Minolta;
 - Improper installation, configuration or operation of the software.
- 4.3 Defects can be corrected using one of the following methods at the discretion of Konica Minolta:
 - By providing a non-defective software version or a patch that eliminates the error, whereby the installation of the corresponding software or patch must be carried out by the customer;
 - By changing the software by remotely accessing the customer's IT system;
 - By setting up a process or a technical procedure to bypass the error (known as a workaround), if this is reasonable for the customer.

If defects are not critical and only have a minor impact on the use of the software, these defects can be removed by providing a corresponding patch or a non-defective software version at the next suitable time, at which Konica Minolta or the relevant software manufacturer will provide other expansions and/or modifications to the software in accordance with their release schedule. Konica Minolta will inform the customer if this is more than three months in the future.

- 4.4 If it turns out that a defect indicated by the customer does not exist or is not due to the software (so-called apparent defect), the customer must reimburse Konica Minolta for the expenses incurred in the course of the error analysis and other processing. This does not apply if the customer was unable to recognise the existence of an apparent defect even when exercising the necessary care.

5. Services not owed

Unless otherwise agreed, Konica Minolta does not generally owe the following services:

- a. Installing, configuring, parametrising or otherwise customising the software;
- b. Care and support services (e.g. providing updates, insofar as these updates are not for the purpose of eliminating any defects);
- c. Establishing the compatibility or interoperability of the software with the hardware or software environment provided by the customer or subsequently modified by the customer;
- d. Instructing the customer regarding how the software works and implementing application training;
- e. Carrying out or checking data backups.

6. Duties and obligations of the customer

- 6.1 The customer is responsible for setting up and maintaining the hardware and software environment necessary to run the software.
- 6.2 The customer must notify Konica Minolta immediately of any defects in the software and provide all known information relating to this. They are also obliged to take all reasonable measures to assist Konica Minolta, upon request, in carrying out an analysis of the defect or discovering the cause of the defect.
- 6.3 At Konica Minolta's request, the customer must allow remote access to their IT system, in order to analyse or correct defects, via a connection that is protected against unauthorised access by third parties. The remote desktop environment is designed in such a way by the customer that Konica Minolta can use the software and that bidirectional data exchange is possible.
- 6.4 The customer must back up the most up-to-date data and operating system required to run the software immediately before installing the software. If required by Konica Minolta, this backup process must also be performed before remote access to the customer's IT system for the purpose of analysing or correcting defects.
- 6.5 The customer must allow Konica Minolta, with timely prior notice, to conduct an inspection and functional test of the system during normal business hours.
- 6.6 The customer is obliged to delete or destroy all original data carriers, any backup copies and all documentation, materials and other papers at the end of the contract, or return them to Konica Minolta upon the request of Konica Minolta. Furthermore, the

customer is obliged to completely and irrevocably delete the program installation(s). The customer should confirm the fulfilment of the aforementioned obligations in written form if requested by Konica Minolta.

7. Price adjustment

- 7.1 After a contractual period of one year, Konica Minolta is entitled to increase the agreed remuneration by giving a written notice three calendar months' in advance from the end of the month, if and insofar as this is justified by an overall increase in the costs Konica Minolta has to pay for providing the contractual services.
 - 7.2 Once the contract has been in force for one year, Konica Minolta shall be obliged to reduce the agreed price if and insofar as the total costs of providing the services in the meaning of Section 7.1 have fallen.
 - 7.3 A price increase under Section 7.1 must only be applied once per calendar year and, regardless of the actual overall increase in costs, must not in any case exceed 5% of the previous price. A price increase beyond that amount shall only be permissible if the Consumer Prices Index for Germany (VPI) has also risen by more than 5% in this period since the last price adjustment. In such cases, a price adjustment up to the rate of increase of the VPI is permissible if and to the extent that it is simultaneously justified by a rise in the overall costs as defined by Section 7.1.
 - 7.4 Notwithstanding the provisions of Sections 7.1 and 7.3, a price adjustment shall always be permissible and possible without observing a period of notice if and to the extent that it is made in order to take account of a change in the statutory rate of value added tax.
- ## 8. Non-assignment clause and rent reduction
- 8.1 The customer shall not be entitled to assign rights and obligations from this contract to third parties.
 - 8.2 A rent reduction is only admissible if and insofar as the defective nature of the software is indisputable or has been established with legal effect.

9. Term and termination of the contract

- 9.1 The beginning and the term of the contract shall be determined by the relevant contractual agreement.
- 9.2 If the contract is concluded for a specific period of time, the contract must not be terminated via the ordinary termination process before the agreed term has expired or, if the contract is automatically extended, before the current extension period has expired.
- 9.3 The rights of both parties to extraordinary termination of the agreement without notice where good cause exists shall remain unaffected.
- 9.4 It is considered an important reason entitling Konica Minolta to terminate the contract without notice, if
 - a. the customer gave false or incomplete information regarding their creditworthiness, before or at the time of concluding the contract;
 - b. the customer fails to provide agreed securities or these cease to exist later without any substitution;
 - c. the insolvency of the customer is imminent or occurs;
 - d. the customer is more than a month late paying a sum equivalent to two (net) months' rent;
 - e. the contractual relationship between Konica Minolta and its software manufacturer comes to an end, resulting in Konica Minolta no longer being in a position to fulfil its contractual obligations to the customer (in this case, the contract may be terminated if this situation relates to a specific software product)
 - f. the customer repeatedly violates its contractual obligations in a serious manner or, despite being warned, repeatedly violates them.
- 9.5 Notice of termination must be given in writing.

Part 4:

Special provisions for Software as a Service (SaaS)

Insofar as the subject of the contract is the time-limited provision of Software as a Service in exchange for payment, the following provisions also apply in addition to the provisions of Part 1 of the GTC:

1. Delivery/supply

- 1.1 The latest version of the software shall be provided to the customer on a host server operated by Konica Minolta or a third party. The customer can access and use the software in this way by means of client software provided or with a web browser.
- 1.2 Konica Minolta is responsible for the provision of the software at the data centre router output from where the host server is operated (known as the "Handover Point"), but not for establishing and maintaining the data connection between the customer's IT systems and the Handover Point.

2. Further development of the software

Depending on the product, the software may be subject to further development and potential changes in performance (e.g. through updates and upgrades or the use of newer or different technologies, systems, procedures or standards). The customer will be informed in a timely manner of any considerable changes to performance. If a change in performance presents considerable disadvantages for the customer, the customer has the right of extraordinary termination of the contract on the date of the change. The customer must terminate the contract within two weeks of receiving the notice of changes to performance.

3. Rights of use

- 3.1 Subject to deviating licence terms or terms of use on the part of the respective SaaS provider (see Sections 3.2 and 3.3 of Part 1 of the GTC), the customer is granted the non-exclusive and non-transferable right, limited to the term of the contract, to access the software via the Internet for its own business purposes.
- 3.2 Because the software is not being provided as an object code or source code but "as a service", the customer shall not be granted any copyright usage or exploitation rights for the software, apart from the right to use the software for its intended purpose on a computer's main memory.
- 3.3 The customer must not permanently save all or part of the software (unless it is necessary for its intended use), reproduce it, decompile it, disassemble it or reverse-engineer it in any other way. Furthermore, they are not permitted to use all or part of the software to create a separate application.
- 3.3 The customer grants Konica Minolta or the relevant SaaS provider the right to process the data transferred in the context of using the software, and to save and/or reproduce it if necessary to fulfil the contractual service(s).

4. Third-party use

The customer must not – whether for payment or free of charge – make the software available to third parties or allow it to be used by third parties (e.g. through time-share use) or use it for training persons who are not employees or workers of the customer.

5. Availability

The degree of availability for the software is 98%.

The degree of availability describes the amount of time the software can be used in an unrestricted manner on all working days (with the exception of public holidays) in the time from 09:00 until 18:00, related to a period of 12 months from the beginning of the contract.

The maximum outage time of 2% is calculated based on all fault-clearing periods within 12 months from the beginning of the contract. Maintenance periods in which the software is optimized, its performance is upgraded or any malfunctions are eliminated, Konica Minolta or the respective SaaS provider are responsible for, are not included in this.

6. Warranty

- 6.1 Konica Minolta will keep the software in a condition suitable for the use covered by the contract, for the duration of the contract, and will remedy any defects within a reasonable time-frame.
- 6.2 Functional impairments which are based on one of the following causes or otherwise fall within the customer's area of responsibility or risk shall not constitute a defect:
 - Failure to adhere to the system requirements for operating the software;
 - Using defective hardware;
 - Incompatibility with other software products (operating systems and/or application programs), if and insofar as the incompatibility has not been expressly agreed upon or approved by Konica Minolta;
 - Incorrect use of the software.
- 6.3 Defects can be corrected using one of the following methods at the discretion of Konica Minolta:
 - By providing a non-defective software version;
 - By setting up a process or a technical procedure to bypass the error (known as a workaround), if this is reasonable for the customer.

If defects are not critical and only have a minor impact on the use of the software, these defects can be removed by providing a corresponding patch or a non-defective software version at the next suitable time, at which Konica Minolta or the relevant SaaS provider will provide other expansions and/or modifications to the software in accordance with their release schedule. Konica Minolta will inform the customer if this is more than three months in the future.
- 6.4 If it turns out that a defect indicated by the customer does not exist or is not due to the software (so-called apparent defect), the

customer must reimburse Konica Minolta for the expenses incurred in the course of the error analysis and other processing. This does not apply if the customer was unable to recognise the existence of an apparent defect even when exercising the necessary care.

7. Duties and obligations of the customer

- 7.1 The customer is responsible for setting up and maintaining the hardware and software environment necessary to run the software.
- 7.2 Any access data needed to use the software must be stored securely by the customer or the authorised users of the software and protected against access by unauthorised third parties. The customer must inform Konica Minolta immediately if the access data is lost, used by unauthorised third parties or if there is a tangible danger of misuse or unauthorised use.
- 7.3 The customer must notify Konica Minolta immediately of any defects in the software and provide all known information relating to this. They are also obliged to take all reasonable measures to assist Konica Minolta, upon request, in carrying out an analysis of the defect or discovering the cause of the defect.
- 7.4 Any use of the software that may compromise the security and integrity of the software or the server on which it is operated is prohibited. In this respect, the customer is specifically obliged to check in advance all the data it transmits for processing by the software for viruses or other harmful components. The latest anti-virus software must be installed for this purpose.
- 7.5 The customer must make backup copies of all data transmitted via the software for processing.
- 7.6 The software and any additional storage space that may be made available must only be used within the scope of the statutory provisions. Transmitting, processing, storing or distributing any content in violation of statutory regulations, official requirements or the rights of third parties is prohibited.

8. Revoking access and indemnity against liability

- 8.1 If there is a reasonable suspicion that the access data required to use the software is being misused or used by unauthorised third parties, or if the customer violates its obligations in accordance with Section 7.4 or 7.6, Konica Minolta has the right to block access to the software as well as, if necessary, the additional memory space provided.

Konica Minolta must immediately inform the customer that their access has been revoked and inform them of the reason why. The access will be restored as soon as the suspicion is proven false or, in the case of an actual breach of duty by the customer or a user authorised by the customer, all damages arising from the breach of duty have been compensated by the customer.

- 8.2 If Konica Minolta blocks access to the software as well as, if applicable, the additional memory space provided in accordance with Section 8.1, Konica Minolta is not responsible for any deficiency or failure of performance resulting from this and shall not reduce or waive the remuneration owed by the customer.
- 8.3 The customer indemnifies Konica Minolta against all claims made by a third party against Konica Minolta due to a breach of duty committed by the customer or attributable to the customer in accordance with Section 7.4 or 7.6.

9. Price adjustment

- 9.1 After a contractual period of one year, Konica Minolta is entitled to increase the agreed remuneration by giving a written notice three calendar months' in advance from the end of the month, if and insofar as this is justified by an overall increase in the costs Konica Minolta has to pay for providing the contractual services.
- 9.2 Once the contract has been in force for a year, Konica Minolta is obliged to reduce the agreed price if and insofar as the costs of providing the services in the meaning of Section 9.1 have fallen.
- 9.3 A price increase under Section 9.1 must only be applied once per calendar year and, regardless of the actual overall increase in costs, must not in any case exceed 5% of the previous price. A price increase beyond that amount shall only be permissible if the Consumer Prices Index for Germany (VPI) has also risen by more than 5% in this period since the last price adjustment. In such cases, a price adjustment up to the rate of increase of the VPI is permissible if and to the extent that it is simultaneously justified by a rise in the overall costs as defined by Section 9.1.
- 9.4 Notwithstanding the provisions of Sections 9.1 and 9.3, a price adjustment shall always be permissible and possible without observing a period of notice if and to the extent that it is made in order to take account of a change in the statutory rate of value added tax.

10. Term and termination of the contract

- 10.1 The beginning and the term of the contract is determined by the relevant contractual agreement.
- 10.2 If the contract is concluded for a specific period of time; the contract must not be terminated via the ordinary termination process before the agreed term has expired or, if the contract is automatically extended, before the current extension period has expired.
- 10.3 The rights of both parties to extraordinary termination of the agreement without notice where good cause exists shall remain unaffected.
- 10.4 It is considered an important reason entitling Konica Minolta to terminate the contract without notice, if
- a. the customer gave false or incomplete information regarding their creditworthiness, before or at the time of concluding the contract;
 - b. the customer fails to provide agreed securities or these cease to exist later without any substitution;
 - c. the insolvency of the customer is imminent or occurs;
 - d. the customer is more than a month late paying a sum equivalent to two (net) months' usage fees;
 - e. the contractual relationship between Konica Minolta and its SaaS or hosting provider comes to an end, resulting in Konica Minolta no longer being in a position to fulfil its contractual obligations to the customer (in this case, the contract may be terminated if this situation relates to a specific software product)
 - f. the customer repeatedly violates its contractual obligations in a serious manner or, despite being warned, repeatedly violates them.
- 10.5 Notice of termination must be given in writing.