General terms and conditions of EasternGraphics GmbH for rental of software "Rental GTCs"
(Status 2022-04-01)

I. Applicability

1) The terms and conditions concerning rental of software ("Rental GTCs") of EasternGraphics Swiss AG, Lerchentalstrasse 27, 9016 St. Gallen, Switzerland („EGR-Swiss ") are applicable to all contractual relationships with customers arising from or associated with any services provided and are to be understood as an integral element of the contract insofar as nothing to the contrary has been individually agreed in writing between EGR-Swiss and the customer.

2) The Rental GTCs are complementary to the General GTCs of EGR-Swiss, which are themselves, besides the Rental GTCs, an integral element of the contract.

II. EGR-Swiss's services

(1) EGR-Swiss shall rent to the customer the software designated in the offer or in the software rental contract (hereinafter referred to as software) and the future updates provided for the software in machine-readable object code for the duration of the software rental contract. The source code is not the subject matter of the contract and is not owed. The software shall be provided on a data carrier or by remote data transmission (e.g. download from the Internet). Documentation or operating instructions for the software are not owed unless this is expressly agreed in writing.

(2) The offer or the service description conclusively states which functions and services the software will have when used in accordance with the contract. Public statements, praise or advertising shall not constitute a performance description.

(3) EGR-Swiss shall not owe any services which go beyond the rental of the software, in particular no installation, no adaptation, no modification, no training, no connection with other software and no data exchange. This also applies if the software contains interfaces. Services that go beyond the rental of the software must be agreed separately.

III. Maintenance services

(1) EGR-Swiss shall take over the maintenance of the software for the duration of the software rental contract by providing the following maintenance services:

- Provision of the current programme version marketed by EGR-Swiss (updates) in accordance with clause IV;
- Elimination of defects in the software in accordance with clause V.

Further services are not owed.

(3) EGR-Swiss shall provide the maintenance services only for the version currently marketed by EGR-Swiss and for the respective previous version of the software. The provision of the maintenance services shall therefore presuppose that the customer has always updated the software to one of the two versions mentioned. This obligation to cooperate on the part of the customer is an essential contractual obligation.

(4) The maintenance services shall only be owed by EGR-Swiss if the software is installed in a system environment approved by EGR-Swiss for this purpose.

IV. Provision of current programme versions (updates)

(1) EGR-Swiss shall provide the customer with the respective current programme version (update) of the software to be maintained, provided that this is currently marketed by EGR-Swiss and is available. This shall not apply to extensions of the software to be maintained which EGR-Swiss offers or markets as a new or independent product and not to new developments of the software with the same or similar functions (upgrades).

(2) The provision of updates within the framework of the software rental agreement shall take place on a data carrier or by remote data transmission (e.g. download from the Internet).

(3) EGR-Swiss shall not be responsible for the installation and set-up of the software or for any necessary adjustments or changes.

V. Elimination of defects in the software

(1) EGR-Swiss shall eliminate the software within a reasonable period.
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(2) A precondition for the elimination of defects shall be that the software is installed by the customer in the version currently marketed by EGR-Swiss or its previous version.

(3) EGR-Swiss shall eliminate a defect by suitable measures of its own choice. The elimination of defects on the customer's premises shall only take place if and insofar as no other measure promises success.

(4) The elimination of defects shall further require that the software is installed on an operating system which is generally still maintained by the manufacturer of the operating system at the time of notification of the defect to EGR-Swiss. Individual maintenance agreements between the manufacturer of the operating system and the customer which go beyond the general maintenance period shall not be taken into consideration. If this is not the case and EGR-Swiss nevertheless remedies the defect, the customer shall bear the resulting costs. In addition, the contracting parties shall have the right of extraordinary termination of the software rental agreement in the event that the operating system on which the customer has installed the software is no longer maintained by the manufacturer. Clause VI. (9) of these Rental GTCs shall remain unaffected by this.

(5) EGR-Swiss shall not be liable for the correctness of third party data on the software and any defects or errors resulting therefrom.

(6) If it turns out that a defect reported by the customer does not in fact exist or is not due to the software, the customer shall pay EGR-Swiss for the work involved in the analysis and processing after charging for these services in accordance with the current price list of EGR-Swiss.

VI. Customer's duty of cooperation

(1) The customer shall install the software in a suitable system environment. The system environment required for proper operation of the software shall be specified in the software rental agreement or on the website of EGR-Swiss or shall be communicated to the customer at his request.

(2) Before using the software productively, the customer shall be obliged to test all the functions of the software in the system environment provided for this purpose. If the customer detects defects, he shall inform EGR-Swiss of these immediately in writing, by e-mail or in a ticket system that may be provided by EGR-Swiss for this purpose.

(3) The customer shall be obliged to enable EGR-Swiss remote access (e.g. VPN) to the software for the provision of the maintenance services. The customer shall be responsible at his own expense for setting up, activating and maintaining the online access required for remote access, including the hardware and software required for this.

(4) The customer shall keep the software in the version currently marketed by EGR-Swiss or in the previous version.

(5) The customer shall name to EGR-Swiss in writing a technically competent, German-speaking contact person and, if necessary, his representative, who shall have all the decision-making powers and authority required for the purposes of the performance of the contract.

(6) If the performance of the service requires on-site work at the customer's premises, the customer shall grant EGR-Swiss and its employees access to the premises, the hardware and the software at least during normal business hours, if possible, by prior agreement.

(7) If it is unclear which component of the system environment is causing an error or defect, the customer shall first carry out an analysis of the software environment together with EGR-Swiss and - if necessary - commission third parties with the necessary know-how to analyze the software environment at his expense.

(8) During the analysis of notified defects and their elimination, the customer shall provide EGR-Swiss at his own expense with a competent contact person who can provide information about the customer's system environment and the use of the software as well as the defect asserted and carry out tests.

(9) Insofar as this is necessary for the creation and/or use of a new version of the program, the customer shall provide new versions of the operating system, the databases or other third-party means necessary for the use of the software, ready for operation, at his own expense.

(10) The customer is obliged to prevent unauthorized access to the software and to any original data carriers supplied.

(11) The duty of cooperation described above shall constitute an essential contractual obligation. If the customer is in breach of his duty of cooperation, EGR shall be under no obligation to provide its services. EGR shall have the right to terminate the software rental contract to the end of a month with two weeks' notice if the customer is in repeated or grossly negligent breach of obligation; in the event of willful breach of duty, termination without notice is possible.

VII. Rights of use (license)

(1) The owner of all rights to and manufacturer of the software is EasternGraphics GmbH, Albert-Einstein-Straße 1, 98693 Ilmenau, Germany ("licensor"). With the software rental contract between EGR-Swiss and the customer on the basis of these General Terms and Conditions of Rental and of the Copyright Act (UrhG) of the Federal Republic of Germany, the customer shall be granted by the licensor the right of use limited in time to the duration of the software rental contract in accordance with the pCon software license terms of the licensor. This right of use is subject to the timely and complete payment of the license purchase price.

(2) The customer shall be obliged to inform EGR-Swiss immediately of any use exceeding the license. The customer shall pay EGR-Swiss the rent in arrears for the period of use in breach of contract and shall pay compensation amounting to 20% of the rent in arrears. If EGR-Swiss becomes aware of the use in breach of contract without the customer having previously notified EGR-Swiss of this, the customer shall pay EGR-Swiss a contractual penalty amounting to 50% of the rent in arrears in addition to the rent in arrears.

IX. Use of technical protection mechanisms

(1) EGR-Swiss expressly reserves the right to provide the software or updates with a technical protection mechanism (copy protection), e.g. in the form of a dongle or license key.

(2) EGR-Swiss shall replace a defective dongle to the customer that customer must return. The customer shall not be entitled to replacement in the event of loss of the dongle.

(3) The circumvention or elimination of technical protective measures shall violate the rights of EGR-Swiss and may be liable to prosecution.

X. Liability for defects

(1) The legal provisions shall apply to the rights of the customer in the event of defects in the software and updates provided, unless otherwise stipulated in the following.

(2) EGR-Swiss guarantees that the software, when used in accordance with the contract, corresponds to its performance description and is not afflicted with defects which more than insignificantly impair its suitability for the contractually agreed use. The customer is aware that, according to the current state of the art, software of the present complex type cannot be developed absolutely error-free. Therefore, insignificant deviations from the performance description shall not be deemed to be defects.

(3) The customer shall be obliged to notify EGR-Swiss of defects immediately in writing, by e-mail or a ticket system which may be provided by EGR-Swiss for this purpose, stating and describing how the defect presents itself, what its effects are and under what circumstances it occurs. Claims for defects shall only exist if the reported defects are reproducible or can be shown by machine-generated output.

(4) EGR-Swiss shall remedy the defect duly reported by the customer by way of supplementary performance, i.e. by repair or subsequent delivery, within a reasonable period. EGR-Swiss shall have the right to choose the type of supplementary performance. The right of EGR-Swiss to refuse

supplementary performance under the legal conditions shall remain unaffected. Insofar as this is reasonable for the customer, EGR-Swiss shall be entitled to provide the customer with a new version of the software (e.g. "update", "release/patch") for the purpose of remedying the defect, which no longer contains the defect complained of or eliminates it, or to develop an alternative solution.

(5) As long as the supplementary performance has not failed, the right of termination of the tenant due to non-granting of use shall be excluded.

(6) EGR-Swiss shall not be liable for defects which occurred after a change in the conditions of use or operation, after a change in the system environment, after installation or operating errors, after interventions in the software, such as changes, adaptations, connection with other programs and/or after use contrary to the contract, unless the customer proves that the defects were already present when the software was handed over or that they have no causal connection with the events mentioned above.

(7) EGR-Swiss shall not be liable for the correctness of the customer's or third party's data on the software and any defects resulting therefrom.

(8) EGR-Swiss's liability without fault for defects already existing at the time of conclusion of the contract is expressly excluded.

(9) The customer must not enforce a reduction in rent by deduction from the agreed rent. Claims for enrichment and damages shall remain unaffected.

(10) If it turns out that a defect reported by the customer does not actually exist or is not due to the software, the customer shall pay EGR-Swiss for the expenditure incurred with the analysis and processing after charging for these services in accordance with the respective current price list of EGR-Swiss.

XI. Rental price, terms of payment

(1) The rental price for the use of the software shall result from the offer, the order confirmation or the software rental contract.

(2) Unless otherwise agreed, the rent is due in advance, on the third day of each month for the current month.

(3) The rent shall include remuneration for the provision of the software as well as for its maintenance.

(4) EGR-Swiss shall be entitled to increase the remuneration from the respective next contractual year with a notice period of six months. On receipt of the statement from EGR-Swiss about the increase in remuneration the customer shall have the right to terminate the software maintenance contract with a notice period of five months to the end of the current contract year. If the customer does not exercise this right, he thereby declares his consent to the increase of the remuneration as of the next contract year.

XII. Commencement, duration and termination of the software rental agreement

(1) Unless otherwise agreed in the software rental agreement, the agreement shall commence on the first day of the calendar month following the provision of the software and shall run for an indefinite period. The contract may be terminated with three months' notice to the end of a contractual year, at the earliest to the end of the second contractual year. The right to terminate in accordance with clause XI. paragraph (4) remains unaffected.

(2) Notice of termination shall be given in writing.

(3) The right to extraordinary termination for good cause shall remain unaffected. EGR-Swiss shall have the right of extraordinary termination in particular if the customer is more than two months in arrears with payment of the rent.

(4) On termination of the contractual relationship, all items provided, as well as other materials and documents provided within the framework of the rental relationship, shall be returned by the customer to EGR-Swiss. The customer shall bear the costs and transport risk of returning the items to EGR-Swiss. The customer shall be responsible for ensuring that the items provided are not in a worse condition than that which corresponds

to the contractual use of the rented item; this shall apply during the rental period as well as at the time of termination of the contract.

(5) Upon termination of the contract, the customer shall immediately delete the software completely from the hardware on which it is installed or stored. He shall either destroy the backup copy(s) and prove the destruction to EGR-Swiss or hand them over to EGR-Swiss.

(6) The customer shall be expressly advised that he may not use the software after termination of the contract and that in the event of use he shall infringe the copyright of EGR-Swiss.

XIII. Rights of use to updates
EGR-Swiss shall grant the customer the same rights of use to the updates provided as to the software. The provisions of these Rental GTCs rent shall apply accordingly to updates.

XIV. Applicability of the General GTCs
The General GTCs of EGR-Swiss shall supplement these Rental GTCs and shall apply subordinately in the event of contradictions.