

General Maintenance and Service Conditions of the GENIAS GRAPHICS GMBH & Co. KG for the support of standard software

1. Scope of the agreement

1.1 The following general maintenance and service conditions ("General Maintenance Conditions") of GENIAS GRAPHICS shall apply to all services set forth in the contractual documents regarding consulting, planning, organization, support, education and similar services. GENIAS GRAPHICS may render these services through subcontractors.

1.2 The following General Maintenance Conditions are exclusive. Any general terms and conditions and/or terms and conditions of sales by the customer are hereby objected to the amount they contradict the following General Maintenance Conditions. Any contradicting terms and conditions of sales of the customer shall only become part of the agreement if accepted by GENIAS GRAPHICS explicitly and in written form.

1.3 Support by GENIAS GRAPHICS involving software, concerns standard software either developed and manufactured by GENIAS GRAPHICS itself or by a third party ("Software").

1.4 These General Maintenance Conditions shall apply only to business customers, hence in particular merchants, entrepreneurs, corporate bodies organized under public law and special funds under public law.

1.5 An entrepreneur in the context of these provisions is any natural or legal entity or partnership vested with legal capacity who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession (§14 BGB).

2. Scope of services – Services covered in the lump sum payment for support

If not agreed otherwise in the contractual documents, GENIAS GRAPHICS renders the following services in consideration for a support fee as determined by the contractual documents. These services become due with the complete payment of all due invoices.

2.1 **Conditioning of errors:** Conditioning of repeatable errors within the Software and the delivered documentation after a qualified notice by the customer. GENIAS GRAPHICS shall use its best endeavors to inform the customer how to remove or sidestep or temporarily bypass the error. Errors reported by the customer shall be forwarded by GENIAS GRAPHICS to the manufacturer of the software.

2.2 **Use of major updates:** GENIAS GRAPHICS shall provide the customer with the most recent major updates for the respective Software by making it available for download determined by the agreement upon the general release of the major update by the manufacturer of the software. Where required, the customer will be provided access data (username and password) and product activation key.

2.3 **Telephone Support - Hotline:** GENIAS GRAPHICS shall provide the support and consultation of the customer regarding solutions for problems with installation, execution or application of the Software after a detailed report via telephone, telefax or email.

3. Additional services

Any services demanded by the customer from GENIAS GRAPHICS which exceed those embraced by the scope of services set forth in 2. of these Support Conditions must be paid for separately. Services not included are in particular as follows:

3.1 **At home services:** All support services that are being rendered at the customer's location.

3.2 **Advanced support and consultation services:** All services that are being rendered by GENIAS GRAPHICS and that are not embraced by 2. of these Support Conditions.

4. Rendering of services

4.1 GENIAS GRAPHICS renders the services agreed upon on work days from Monday till Friday, except official holidays in the State of Bavaria according to German law, and during the time from 09:00 am till 05:00 pm GMT +1. Services rendered partially or as a whole at other times than the aforementioned ones on the customer's demand are subject to an additional fee according to GENIAS GRAPHICS most recent price list.

4.2 GENIAS GRAPHICS has no duty to render any services as long as the customer is in default of payment.

5. Customer's obligations and duties to cooperate, costs for renewed provision of access data and product activation key

5.1 The customer shall have the obligation to immediately install and examine each new version or update made available by GENIAS GRAPHICS, including the documentation, for the completeness of the software made available for download and manuals and for their operability and to report any apparent defects.

5.2 The customer ensures that all cooperative efforts required by GENIAS GRAPHICS to successfully render their services have been met in time and with no additional costs for GENIAS GRAPHICS.

5.3 The customer shall provide the Software and, if required, additional hard- or software, dataset, qualified employees and computing time, to the amount necessary for the rendering of the contractual services.

5.4 New program versions or updates made available are subject to those provisions of use governing the respective software.

5.5 Access data (username and password) or product activation keys provided by GENIAS GRAPHICS as well as copies made thereof shall be stored at a location and in a way that by reasonable means safeguards against the unauthorized access by third parties.

5.6 The customer has the obligation to notify GENIAS GRAPHICS without delay of the loss of access data, product activation keys or copies.

5.7 GENIAS GRAPHICS reserves the right to demand an appropriate expense allowance for the renewed provision of access data.

5.8 In the event of loss of the product activation key before its use or in the event of a necessary reinstallation a renewed provision of a product activation key will only be executed against payment of an administration fee of 1 percent of the list price of the respective software at the time of purchase, but at least 200,- €. The renewed provision does not extend the scope of rights granted by the original agreement.

6. Payment, due date of the support fee, default of payment – prohibition of offsetting, right of retention, reservation of rights of use

6.1 The annual support fee amounts to the sum determined by the most recent version of the price list and is applicable to each single license for a Software.

6.2 In the event that GENIAS GRAPHICS renders additional services not covered by the lump sum support fee, the customer has to pay for these services according to the respective separate agreement. The due amount shall include the respective sales tax according to German law.

6.3 The support fee shall be paid as an annual lump sum fee including the respective sales tax according to German law and other compulsory charges. This support fee becomes due in advance.

6.4 When the customer is in default of his payments (two weeks after the billing) he must pay an interest of 8 percent points above the basic interest rate on the due amount. Furthermore the customer has to pay 10.00 Euros flat for each 2 reminders required.

6.5 If the customer has not or not completely paid due bills until 90days after default, GENIAS GRAPHICS reserves the right to cancel the support agreement.

6.6 GENIAS GRAPHICS reserves the right to prove the amount of detriment caused by the customer's default and the damages he must therefore reimburse. However, if the customer can prove that his default has caused significantly less or no detriment, he must only reimburse GENIAS GRAPHICS for said amount.

6.7 The customer may only offset outstanding amounts if his counter claim is uncontradicted, res judicata or has been admitted by GENIAS GRAPHICS.

6.8 The customer has a right of retention only if it arises from the same agreement.

6.9 GENIAS GRAPHICS reserves rights to use the software made available until the payment of all bills receivable at the date the software was made available.

6.10 The customer is obliged to report any access of third parties to the Software immediately to GENIAS GRAPHICS.

6.11 The assertion of claims arising from an infringement of rights to use according to a non-acquisition of rights pursuant to paragraph 6.9 by GENIAS GRAPHICS shall not be deemed a withdrawal from the agreement in the event of delayed payments caused by the customer or significant infringements of his duties of care and custody, except otherwise notified by GENIAS GRAPHICS.

6.12 GENIAS GRAPHICS may adapt the support fee to the most recent price list at the beginning of each agreement year. GENIAS GRAPHICS shall notify the customer upon billing of any

change of this amount for the new agreement year in written form.

7. Duration of the agreement, Cancellation of the agreement

7.1 The support agreement runs for one year.

7.2 The duration of the support agreement shall be extended for another year unless a party to the agreement cancels it at least 3 months prior to the end of the contract year in written form.

7.3 The parties' right of extraordinary cancellation of the contract shall remain unaffected.

7.4 GENIAS GRAPHICS may in particular cancel the agreement on extraordinary grounds in the event that the customer is in default of the support fee (see 2. of these Support Conditions) for 90 days or more.

7.5 If GENIAS GRAPHICS adapts the support fee at the beginning of a contract year as set forth in 6.12 and raises the amount by more than 10 % compared to the previous year, the customer has the right to cancel the support agreement within one month following upon the receipt of the invoice.

7.6 The customer is not obliged to return the software purchased (updates) in case of the cancellation of the support agreement.

7.7 Upon resumption of a support agreement the customer must pay for the accumulated support fees since the cancellation of the prior support agreement. That means this payment shall equal the amount due for the intervening period so that the support agreement has persisted without interruption since the purchase of the license or of the new version.

7.8 The customer is not entitled to demand a resumption/extension/new agreement of a support agreement.

8. Assignment of titles

The customer may only assign titles arising from this agreement to third parties if prior to this GENIAS GRAPHICS consents in written form.

9. Defects, notice of non-conformity

9.1 In the event that the customer should notice an apparent defect during the examination according to 5.1 he must report this defect to GENIAS GRAPHICS within 8 work days by certified mail. The notice of non-conformity shall contain a detailed description of the defect to the customer's best endeavors.

9.2 Defects, not noticeable during the aforementioned mandatory examination must be reported within 8 work days after their discovery in compliance with the terms set forth in 9.1.

10. Warranty

10.1 Warranty claims become statute-barred after twelve months unless the defect has been maliciously concealed by GENIAS GRAPHICS.

10.2 Defects of the new program version made available respectively of the update, including the manual or other documentation, shall be resolved by GENIAS GRAPHICS without delay upon notice by the customer within the warranty period of 12 months starting at the time the respective version was first made available to the customer, unless the defects affect the contractually agreed condition merely insignificantly. GENIAS GRAPHICS can opt for either rectification of the defect or the making available of a revised version.

10.3 The customer may withdraw from the agreement or reduce the fee accordingly if GENIAS GRAPHICS is either incapable of an immediate rectification of the defect or of a making available of a revised version or refuses this or exceeds the customer's appropriate respite or fails in other ways to do so.

11. Liability

11.1 GENIAS GRAPHICS is liable for intent and gross negligence without restraint

11.2 Regarding entrepreneurs the liability for slight negligence in the event of an infringement of essential contractual duties is limited to that amount of detriment that was foreseeable when entering into the agreement and that is typical for the type of agreement and barred from the rest. Essential contractual duties are the basic, elemental duties arising from the agreement whose adherence is pivotal to a successful implementation of the agreement, whose infringement imperils the goal of the agreement as such and on whose adherence the customer reasonably relies and may rely on.

11.3 As far as GENIAS GRAPHICS merely negligently infringes essential contractual duties liability is limited to the amount of detriment that was foreseeable when entering into the agreement and that is typical for this type of agreement.

11.4 The aforementioned exclusions of liability do not apply to infringements of life, body and physical integrity as well as claims pertaining to the product liability code and claims due to expressed guarantees by GENIAS GRAPHICS.

11.5 The exclusions of liability aforementioned also apply to the benefit of GENIAS GRAPHICS' legal agents and servants or assignees.

11.6 Liability for the lack of expressly warranted features or qualities as a consequence of malice or defective titles shall not be affected.

11.7 The customer's contributory negligence regarding any caused damages, e.g. non-sufficient cooperation, organizational errors or insufficient data backup shall be taken into account in the event that GENIAS GRAPHICS is hold liable.

11.8 GENIAS GRAPHICS is only liable for data recovery if the customer has met all common and adequate data backup precautions and if the customer took care that the data from the data material, kept in machine readable form, can be reconstructed with passable effort.

11.9 The customer shall report any damages within the means of the aforementioned liability provisions immediately to GENIAS GRAPHICS in written form, to ensure that the damage investigation can be conducted together with the customer at an early stage.

12. Copy rights and confidentiality

12.1 If GENIAS GRAPHICS makes available new program versions, respectively updates or documentation to the customer in compliance with its contractual duties it grants the customer the right to use the software to the amount agreed upon with the first purchase of the Software.

12.2 The customer must accept the terms and conditions of license/use of the respective manufacturer of the software. This also applies to terms and conditions of license/use of newer program versions or updates.

12.3 GENIAS GRAPHICS shall keep in strict confidence any nonpublic information and data revealed to it within the scope of this support agreement that is designated as being confidential. Furthermore the customer is responsible for his/her compliance with statutes and rules regarding data protection and data security.

13. Written form

All agreements that require an alteration, amendment or specification of these provisions or narrow these provisions must be in written form. This also applies to any alteration of the aforementioned requirement of the written form.

14. Venue, place of fulfillment

Venue for all disputes arising from this agreement is Regensburg. Place of fulfillment is the location of GENIAS GRAPHICS' head office.

15. Applicable legislation

This agreement is governed by German legislation, in particular the BGB and the HGB. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

16. Severability clause

The invalidity of one or multiple terms within this agreement shall not affect the validity of this agreement as a whole. The parties covenant to substitute the invalid term with a valid one, which comes closest to the economic goals pursued with the invalid term. Until such a term was set forth a term should apply that comes closest to the whole purpose of the invalid term. The same rule shall govern any missing terms or loopholes in the agreement that require further regulation.

Date of these support conditions: 01.01.2017