

General Terms and Conditions of ecos systems UK&I Ltd

Part A – General Terms

1. Subject Matter, Contract Components, Defence Clause and Definitions

- 1.1. These General Terms and Conditions (hereinafter "Terms" or "T&Cs") apply to all present and future business relationships between ecos systems Ltd. (hereinafter "Supplier" or "ecos systems") and the customer (hereinafter "Customer"). These Terms apply exclusively to business customers (acting in the course of a trade, business, craft or profession), corporate entities and public bodies. They do not apply to consumers within the meaning of the Consumer Rights Act 2015.
- 1.2. Any conflicting, differing or supplementary terms and conditions of the Customer shall not become part of the contract, unless the Supplier expressly agrees in writing (signed) to their application. These Terms shall apply even if the Supplier carries out the delivery without reservation in the knowledge of conflicting terms of the Customer. The parties exclude the operation of the Contracts (Rights of Third Parties) Act 1999, except where expressly stated otherwise.
- 1.3. The Customer may only assign rights and claims arising from the individual contract to third parties with the prior written consent of ecos systems. ecos systems is entitled to assign rights and obligations under the individual contract, in whole or in part, to affiliated companies (within the meaning of section 1159 Companies Act 2006).
- 1.4. The parties agree that all legal relationships arising from this contractual relationship shall be governed by the laws of England and Wales, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the rules of private international law that would lead to the application of any other law. The courts of England and Wales shall have exclusive jurisdiction in respect of any dispute arising out of or in connection with this contract.
- 1.5. These Terms have a modular structure and consist of a General Part (Framework Agreement) and several Special Parts. Which parts apply to the relevant contract depends on the specific scope of services of the offer accepted by the Customer. In the event of inconsistencies between different contract documents or parts of the Terms, and unless expressly agreed otherwise, the following contract components shall apply in the following order of precedence:
 - the individual contract, which governs services, technical requirements, prices etc.;
 - the annexes to the individual contract;
 - Part A – General Part (Framework Agreement): The provisions of this part apply to all contracts, deliveries and services between ecos systems and the Customer, regardless of their nature;
 - Part B – Hardware Products: This part applies in addition to the General Part where the subject matter of the contract is the sale, rental and/or maintenance of hardware or other physical products;
 - Part C – Software Products: This part applies in addition to the General Part where the subject matter of the contract is the sale, licensing (on-premise) and/or maintenance of software;
 - Part D – Cloud Services: This part applies in addition to the General Part where the subject matter of the contract is the provision of Software-as-a-Service (SaaS), cloud services or hosting services.

The annexes:

Annex DPA: Data Processing Agreement (within the meaning of Article 28 UK GDPR);

Annex SLA: Service Level Agreement (applicable to Part C Software Products and Part D Cloud Services);

Annex SYS: System Environment (applicable to Part C Software Products);

Annex LLA: [optional] Limitation of Liability Agreement.

1.6. Definitions

"Delivery": means the point in time at which the products are handed over to the Customer.

"Operational Responsibility": The functionality of the products is only guaranteed in the system environment required for their operation. ecos systems shall have no responsibility for the functionality of the products outside this system environment or for the functioning of modified products.

"Data": Data that the Customer processes with the product.

"Change": Any modification, addition, extension or other deviation from the scope of services agreed in the individual contract at the time of contract conclusion, requested by the Customer and agreed in writing.

"Documentation": Operating instructions for the "Product". This is provided to the Customer online in the current version at all times.

"Individual Contract": The document "Individual Contract" reflecting the individual agreement entered into between the Customer and ecos systems.

"Product": Means the products that are the subject matter of the contract as named in the individual contract and its annexes.

"Incident": A malfunction of a contractual product where it is unclear whether it concerns a "technical fault" or a defect.

"System": Consists of the relevant product made available together with the system environment required for its operation. The "System" usually consists of databases, interfaces, software and hardware etc.

"System Environment": Technical surrounding systems required for the proper operation of the product. The required and recommended system environment is described in the respective service description of the technical products.

"Technical Fault": Means that the products, services or performance provided to the Customer are unavailable or that the products provide incorrect results without this being the responsibility of ecos systems. A Technical Fault is also deemed to exist if ecos systems legitimately relies on raising the defence of limitation/prescription.

2. Offers and Conclusion of Contract

- 2.1. Every offer made by ecos systems, in whatever form, shall be without obligation in every respect and may be withdrawn within a period of five (5) calendar days after acceptance by the Customer or by ecos systems. Documents and information added by ecos systems form an integral part of the offer.
- 2.2. All offers are based on performance of the contract by ecos systems being possible under normal conditions and during normal business hours.
- 2.3. A contract shall be concluded exclusively in writing, on the day of its signature by both parties or by the dispatch of a written order confirmation by ecos systems. For the purposes of these Terms, "in writing" includes communications by email.

3. Variations

- 3.1. If, in the course of performing the contract, it becomes apparent that, in order to perform the contract properly, the work to be carried out needs to be modified or supplemented, ecos systems shall submit such modifications/additions to the Customer for approval by way of a quotation.
- 3.2. If the Customer wishes to make a change during performance of the contract, ecos systems shall submit to the Customer for approval, by way of a quotation, the consequences of such change (including, without limitation: planning, price, supplies etc.).
- 3.3. If the parties agree that the contract is to be modified or supplemented, this may affect the time of performance of the contract. Performance of the existing contract shall be suspended until such time as the parties have reached a written agreement on possible contract modifications.
- 3.4. Any changes after conclusion of the contract shall be agreed in writing (on the basis of a new offer).

4. Remuneration, Prices, Delivery, Place of Performance

- 4.1. The amount of the remuneration and the reimbursement of other expenses (in particular transport costs, insurance, expenses etc.) shall be determined by the respective individual contract. All payment terms such as partial payments, discounts, cash discounts etc. are governed by the individual contract. The same applies to travel costs and expenses.
- 4.2. All prices are net prices, exclusive of VAT (Value Added Tax) at the applicable statutory rate. All prices are quoted in pounds sterling (GBP), unless otherwise agreed. Unless otherwise agreed, prices are ex works (EXW Incoterms 2020) at the location of ecos systems, excluding packaging, freight, postage and insurance.
- 4.3. ecos systems reserves the right to adjust prices appropriately if, after conclusion of the contract, unforeseeable cost increases occur, in particular due to collective wage agreements, raw material price increases (e.g. copper, gold or other raw materials) or significant exchange rate fluctuations for purchased components. ecos systems shall, on request, provide evidence of such changes to the Customer.

- 4.4. ecos systems shall not be obliged to perform contracts at prices that are evidently based on a printing or clerical error. For order values below GBP 200.00 net, ecos systems reserves the right to charge a small order surcharge or administration fee of GBP 60.00.
- 4.5. Subsequent changes at the request of the Customer or additional work (including, without limitation: compliance checks, acceptances etc.) shall be invoiced separately on a time and materials basis.
- 4.6. The place of performance follows from the nature of the products and the individual contracts.

5. Payment Terms

- 5.1. Invoices are payable within thirty (30) calendar days of the invoice date without deduction. Payment shall be deemed made on the day on which ecos systems is able to freely dispose of the amount. Invoices shall be paid in favour of ecos systems to one of the accounts indicated on the invoice.
- 5.2. The Customer must specify in its payments which debt is being paid. If it fails to do so, payments received shall first be credited against existing ancillary claims (interest etc.) and then against the Customer's oldest debt.
- 5.3. The Customer shall only be entitled to set off or exercise a right of retention if its counterclaims have been finally adjudicated, are undisputed or have been acknowledged by ecos systems. Objections to the amount of the invoice do not postpone the due date.
- 5.4. If the Customer is in default of payment, ecos systems is entitled to charge statutory interest on late payment of commercial debts pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (currently 8% above the Bank of England base rate), together with the statutory fixed sum compensation under that Act (£40 / £70 / £100 depending on the size of the debt) and reasonable costs of recovering the debt. The assertion of any further losses caused by the delay remains unaffected.
- 5.5. If the Customer fails to fulfil its payment obligations on time, ecos systems may – without prejudice to the assertion of further damages – claim losses for delay including interest under the Late Payment of Commercial Debts (Interest) Act 1998 and the statutory fixed sum compensation. If the Customer fails to fulfil its payment obligations despite a reminder setting a reasonable period of grace, ecos systems is entitled – without prejudice to its rights under this clause 5 – to suspend work on all projects currently being carried out for the Customer, to terminate the relevant contract, to repossess goods subject to retention of title and to invoice the Customer for all costs incurred up to that point. The Customer grants ecos systems or appointed third parties access for this purpose and shall assist with any necessary dismantling.
- 5.6. If, after conclusion of the contract, ecos systems becomes aware of circumstances which materially diminish the creditworthiness of the Customer (e.g. payment default, insurance reports, administration order, application for winding-up or other insolvency proceedings under the Insolvency Act 1986), ecos systems is entitled to perform outstanding services only against advance payment or provision of security. In the event of ongoing payment default, ecos systems may suspend further performance of the contract until outstanding receivables are settled.

6. Customer's Rights of Retention; Set-off

- 6.1. The exercise of any right of retention which is not based on a right arising from this contractual relationship is excluded.
- 6.2. The Customer is only entitled to exercise a right of retention or to set off insofar as the underlying counterclaim has been finally adjudicated or is not in dispute. Notwithstanding the foregoing, the Customer's right of set-off is not excluded or limited insofar as the claims set off are based on additional costs of defect rectification or completion.
- 6.3. For the provision of maintenance/support services only: ecos systems is entitled to increase the fee by a reasonable amount, but not more than 2.5%, 12 months from the date of conclusion of the contract or from the date of the last increase.

7. Retention of Title; Reservation of Rights of Use and Ownership

- 7.1. The risk of accidental loss or damage shall pass to the Customer upon "Delivery". In the case of dispatch of goods, the risk shall pass to the Customer upon handover of the item to the carrier, forwarding agent or other delivery agent selected by ecos systems in its reasonable discretion. In the case of installation of the goods by ecos systems, the risk of accidental loss or damage shall pass to the Customer upon commissioning or provision.
- 7.2. Physical goods shall remain the property of ecos systems (retention of title) until full payment of the receivables arising from the relevant order. Title shall not pass to the Customer until all sums due in respect of the goods

(and any other sums due to ecos systems under this contract) have been received in cleared funds. The Customer shall store the goods separately and clearly identifiable as the property of ecos systems and shall insure them against loss and damage. ecos systems may, at any time before title passes, recover the goods and the Customer's right to possession shall terminate. The Customer grants ecos systems and its agents a right of entry to any premises where the goods are or may be stored to inspect or recover them.

- 7.3. Until full payment of all receivables existing at the time of "Delivery" arising from this contractual relationship (hereinafter "Fulfilment of Condition"), the Customer shall receive from ecos systems a time-limited right to use the software supplied. If, in the context of a sale or works contract, rights of use in the software are to be transferred definitively, such transfer shall only take place after the "Fulfilment of Condition"; in the case of payment by cheque or bill of exchange, "Fulfilment of Condition" shall be deemed to occur upon clearance. Where rights of use are to be transferred only on a time-limited basis, the reservations of the respective contracts shall apply.
- 7.4. Where rights of use in the "Software" are transferred definitively, the Customer's right to continued use of the "Software" shall lapse upon ecos systems exercising the reservation of title, unless ecos systems notifies the Customer otherwise. All copies of the program made by the Customer must in this case be deleted.
- 7.5. In the event of any seizure, execution, distraint or other possible interference with the rights of ecos systems in the software or the goods delivered within the meaning of this provision, the Customer must immediately draw attention to the prior rights of ecos systems. Furthermore, the Customer is obliged to inform ecos systems immediately by telephone or email and subsequently to notify it in writing of the events that have led or could lead to interference with the rights of ecos systems.

8. Security Notices

8.1. Data Protection in Remote Maintenance

The parties are aware of the high sensitivity of the maintenance services provided by ecos systems with regard to personal data concerned. They have therefore entered into a Data Processing Agreement (Annex DPA) in accordance with Article 28 of the UK GDPR and Part 3 of the Data Protection Act 2018. The DPA is annexed to this contract and applies directly to all services provided in connection with the individual contract.

8.2. Technical Requirements for Remote Maintenance

Remote maintenance (remote service) requires access for ecos systems to the Customer's network, via which a connection to a remote desktop environment to be provided by the Customer is established using the RDP protocol. The remote desktop environment must be set up by the Customer in such a way as to enable ecos systems to use the software and to exchange data bidirectionally for support purposes.

Access to the Customer's network shall be provided by means of a non-proprietary VPN access in accordance with the respective individual contract.

Remote maintenance may be carried out via the solution specified in the relevant individual contract. The sessions shall take place via an encrypted connection. Both supervised remote maintenance (where the Customer starts a remote maintenance program) and unsupervised remote maintenance (where the remote maintenance program is installed by the Customer) are supported.

If the Customer does not permit performance of the service by remote means, additional costs may arise. Time delays and/or delayed fault rectification measures resulting from a deviation from clause 8.2(a) or the absence of remote maintenance shall be at the Customer's expense.

9. Scope of Specific Services, "Changes"

- 9.1. A "Change" shall become the subject of the contract only upon express written confirmation by ecos systems and shall be remunerated separately in accordance with the agreed price list.
- 9.2. The specific services are documented in the individual contract. The subject matter shall be exclusively the IT systems designated in the individual contract in accordance with the functional description and the "Documentation". Statements in test programs, product or project descriptions do not constitute descriptions of the product's condition and do not amount to a warranty as to fitness for purpose, satisfactory quality, or description within the meaning of sections 13–14 of the Sale of Goods Act 1979 or sections 3, 4 and 9 of the Consumer Rights Act 2015 (the latter not being applicable, as these Terms apply only to business customers).

10. Customer Cooperation Obligations

The relevant cooperation obligations of the Customer arise from the relevant individual contract.

11. Liability

- 11.1. Nothing in these Terms shall limit or exclude the liability of either party for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any liability which cannot be limited or excluded by applicable law; or (d) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 11.2. Subject to clause 11.1, ecos systems' total aggregate liability under or in connection with the contract (whether arising in contract, tort (including negligence), under statute, for breach of statutory duty, misrepresentation, restitution or otherwise) shall be limited to the foreseeable damage typical of the type of contract, taking into account the scope of risk that was known or reasonably foreseeable to ecos systems at the time of conclusion of the individual contract. Such limitation shall in no event exceed the total fees paid by the Customer to ecos systems under the relevant individual contract in the twelve (12) months immediately preceding the event giving rise to the claim.
- 11.3. Subject to clause 11.1, ecos systems shall not be liable for any: (a) loss of profits; (b) loss of business; (c) loss of revenue, anticipated savings or contracts; (d) loss of goodwill; (e) loss, corruption or damage to data; or (f) any indirect, special or consequential loss or damage, however caused.
- 11.4. Claims for liability shall be time-barred 12 months after the point in time at which the Customer should, in the absence of gross negligence, have become aware of the circumstances of the loss. This contractual limitation period shall not apply in cases of death or personal injury, fraud, gross negligence or wilful misconduct, breach of an express warranty/guarantee, or claims under the Consumer Protection Act 1987 in respect of defective products. The statutory limitation periods under the Limitation Act 1980 remain otherwise unaffected.
- 11.5. Where claims for damages are asserted as a consequence of warranty claims, the contractual limitation period shall end 12 months after the passing of risk in the case of the sale of a product. In the case of breach of a repair or maintenance contract, the limitation period shall be limited to 12 months calculated from the time of acceptance or completion. Clause 11.4 shall apply accordingly.

12. Force Majeure

If ecos systems is prevented from fulfilling its obligations by the occurrence of unforeseeable, exceptional circumstances which it cannot avert despite exercising the care reasonably required of it, including but not limited to:

- pandemics or epidemics;
- malware attacks or other cyberattacks;
- operational disruptions for which ecos systems is not responsible;
- acts of government or regulatory authorities;
- difficulties affecting communication networks;
- difficulties affecting energy supply;
- war, terrorism, civil unrest, sanctions or trade embargoes;

whether these circumstances occur in the sphere of ecos systems or in that of its suppliers, the delivery period shall be extended by a reasonable amount, but no more than two weeks, provided that the delivery or service does not become impossible. If a service is also excluded after expiry of the foregoing period due to the same continuing event of force majeure, the service shall be deemed to be impossible and either party may terminate the affected contract by written notice.

13. Subcontractors

- 13.1. ecos systems may provide the Customer with a list of the subcontractors with which ecos systems works on a continuous basis. The Customer may withhold consent to the engagement of individual subcontractors. Such refusal must not be unreasonable. ecos systems shall be liable for the fault of an engaged subcontractor as for its own fault and is responsible for compliance with data protection and IT security law requirements.
- 13.2. Under the UK GDPR, ecos systems is obliged to disclose its subcontractors. By entering into an individual contract, the Customer undertakes, for the duration of the contract and a further period of 12 months thereafter, not to enter into a contract with the relevant named subcontractor for the provision of services that are the subject matter of the contract. For each case of breach of this undertaking, the Customer shall pay to ecos systems, by way of agreed liquidated damages, a sum determined by ecos systems in the specific case, which shall not be less than GBP 5,000.00 and not more than GBP 25,000.00 per breach. The parties have negotiated this amount as a genuine pre-estimate of the loss that ecos systems would suffer through the loss of the

subcontractor relationship and the legitimate commercial interest in protecting that relationship. This sum is intended to be enforceable as liquidated damages and not as a penalty within the meaning of Cavendish Square Holding BV v Talal El Makdessi [2015] UKSC 67.

14. Data Protection

14.1. The parties' agreements on data protection are governed separately in Annex DPA, which complies with Article 28 UK GDPR.

14.2. Where required, the parties may enter into a separate Non-Disclosure Agreement (NDA).

15. Entire Agreement

This contract (together with the individual contract, its annexes and these Terms) constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, representations and understandings between them, whether written or oral, relating to that subject matter. Each party acknowledges that, in entering into this contract, it has not relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract. Nothing in this clause shall limit or exclude liability for fraud or fraudulent misrepresentation.

16. Severability

If any provision (or part-provision) of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this contract. If any provision (or part-provision) is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. Waiver

No failure or delay by a party to exercise any right or remedy provided under this contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Notices

Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), or sent by email to the address specified by that party in writing. Notice shall be deemed to have been received: (a) if delivered by hand, at the time of delivery; (b) if posted, at 9:00 am on the second business day after posting; or (c) if sent by email, at the time of transmission, provided no bounce-back is received. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. Third Party Rights

A person who is not a party to this contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

20. Governing Law and Jurisdiction

This contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

21. Anti-Bribery and Modern Slavery

Each party shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and to modern slavery, including the Modern Slavery Act 2015. Each party shall

maintain in place throughout the term of this contract its own policies and procedures to ensure compliance with these laws and shall enforce them where appropriate.

Section II – Support and Managed Services

22. ecos systems Personnel

- 22.1. ecos systems undertakes to deploy only qualified and reliable personnel for the provision of the services owed by it. The selection and assignment of "Personnel" is the responsibility of ecos systems. Service provision, induction and task-related training of "Personnel" shall be carried out under the responsible management of ecos systems. The "Personnel" of ecos systems shall be subject exclusively to the disciplinary instructions of ecos systems, regardless of the place of work. Nothing in this contract shall create an employment relationship between the Customer and ecos systems' Personnel.
- 22.2. The "Personnel" of ecos systems shall, for the duration of their activity with the Customer, have the right to be present on the Customer's premises during normal working hours. The Customer is entitled, for important reasons, to refuse individual "Personnel" of ecos systems access to its premises. Unless the refusal is based on an important reason for which only ecos systems is responsible, ecos systems is entitled to demand an adjustment of the agreed deadlines and remuneration, to the extent necessary and reasonable due to the refusal of access.
- 22.3. Technical supervision of the "Personnel" of ecos systems shall rest exclusively with ecos systems itself. If the Customer requests, stating a reasonable and objectively comprehensible reason, the replacement of a member of "Personnel", ecos systems shall be obliged to replace them within a reasonable timeframe.
- 22.4. ecos systems is solely responsible for the fulfilment of contractual, statutory, official and trade-association obligations vis-à-vis the persons it deploys to provide services. ecos systems shall indemnify the Customer against any claims asserted against it in this respect. This includes in particular all wage and salary payments and all other payment obligations arising from employment or service relationships, such as PAYE income tax, National Insurance contributions, pension contributions and other statutory deductions. It is the sole responsibility of ecos systems to make the arrangements and take the measures governing its relationship with the persons it deploys to provide services.

23. Provisions for Contracts for Work and Services ("Works Contracts")

Where the content of the services of ecos systems qualifies as work and services to be delivered to a specific result (akin to a contract for services with a defined deliverable under the Supply of Goods and Services Act 1982), the following provisions apply:

- 23.1. Acceptance shall take place in accordance with the provisions of the individual contract. Acceptance shall be recorded in writing or by email. If the Customer puts the services of ecos systems into operation without asserting material defects, ecos systems shall assume that implied acceptance has taken place. However, ecos systems must inform the Customer of this separately in writing. For certain recurring services, completion shall replace acceptance.
- 23.2. ecos systems shall remedy defects in the first instance by way of supplementary performance. For this purpose, ecos systems shall, at its option, provide the Customer with a new, defect-free state of service or remedy the defect; supplying replacement solutions which avoid the impact of the defect shall also constitute defect rectification, where their use is reasonable for the Customer.
- 23.3. If a reasonable number of attempts at supplementary performance appropriate to the severity of the defect fail and are not carried out within a reasonable time, the Customer shall be entitled to assert further remedies (price reduction, termination or damages). The right to terminate due to the existence of a minor defect is excluded.
- 23.4. The right of self-help (self-rectification at ecos systems' expense) is excluded.
- 23.5. The warranty period is 12 months and begins with acceptance of the agreed services. Claims for damages are subject to a limitation period of 12 months. The contractual limitation period does not apply to liability for death or personal injury, fraud, gross negligence or wilful misconduct, or breach of an express warranty/guarantee; in these cases the statutory limitation periods under the Limitation Act 1980 apply. Claims for reimbursement of expenses are subject to limitation on the same conditions. Claims arising from breach of remediation obligations are time-barred from the time of acceptance.

24. Provisions for Service Contracts (Time and Materials)

- 24.1. The provisions of this clause apply where ecos systems is commissioned on the basis of a service to be provided on a reasonable care and skill basis without an agreed specific outcome (compliant with section 13 of the Supply of Goods and Services Act 1982).

24.2. If several service defects exist at the same time, the Customer is entitled to specify the priorities for rectification to ecos systems. ecos systems shall keep the Customer informed of the status and success of the rectification. If a service defect cannot be remedied within a reasonable period, ecos systems shall provide a workaround if requested by the Customer.

24.3. Deadlines and periods, as well as termination options, shall be governed by the relevant individual contract or, in the absence of such provision, by statute.

25. Helpline

In accordance with the relevant individual contract, ecos systems shall provide brief telephone advice in the event of technical faults, application problems or other difficulties in connection with the program runs of the "Products" provided. Support tasks shall be carried out Monday to Friday from 08:00 to 12:00 and from 13:00 to 17:00. No helpline is operated on Saturdays, Sundays or English public holidays (Bank Holidays in England and Wales). All times are stated in UK local time (GMT/BST as applicable).

- The clarification of content-related and organisational questions, as well as instruction in the functionality of the "Products", does not form part of the helpline's duties.
- Before using the helpline, the Customer shall attempt to solve the problem itself within reason. In particular, it shall observe the user documentation and help function.

26. Support

Unless otherwise agreed in the individual contract, the following services shall be provided:

26.1. Response to fault notifications and attempt to remedy "technical faults".

a) Incident Reporting and Response Times.

Following the report of an incident, ecos systems shall begin work on remedying incidents and analysing the cause of the incident within the agreed "Incident Response Times". The analysis of the cause of the incident and the attempt to remedy it shall be governed by service contract law if the incident turns out to be a "technical fault" or if ecos systems legitimately invokes the defence of limitation.

b) Attempt to remedy "technical faults".

Whether a "defect" or a "technical fault" exists shall be determined by the outcome of the analysis phase, which takes place within the incident response time from the moment the incident is reported.

If a defect exists, the legal consequences shall be determined by statute and these Terms. Where the carrying out of supplementary performance is reasonable, ecos systems shall first have the right of supplementary performance within reasonable periods of time.

If a "technical fault" exists, the provisions of paragraph (d) below shall apply.

26.2. If a "technical fault" exists, ecos systems shall support the Customer in accordance with the provisions set out in Annex SLA. However, in such cases ecos systems does not warrant any specific outcome of the remediation of the "technical fault".

Part B – Sale, Rental and Maintenance of Hardware Products

Section I – Sale of Products

Where the Customer purchases, rents or has "Hardware Products" maintained, the following provisions shall apply in addition to the provisions set out in the General Part.

1. Subject Matter – Sale of Products

- 1.1. The Customer acquires the "Hardware Products" specified in the individual contract (collectively also referred to as Hardware Product).
- 1.2. For the product, the Customer receives the documentation provided and supplied by the manufacturer.
- 1.3. Delivery by ecos systems is made on condition that ecos systems itself is correctly and timely supplied and that the unavailability of the "Hardware Products" is not its responsibility. The Customer may only claim damages for non-performance after setting a period of grace with a threat of refusal.
- 1.4. The nature of ecos systems' business means that prices may deviate from the original sums named in the individual contract. These are price increases that cannot be influenced and arise from trade practices. Price increases to the Customer's detriment may only be made if material or personnel costs have increased since the time of order and ecos systems is not responsible for this. This also includes unforeseeable changes in tariffs, import and export duties, customs duties, foreign exchange controls etc.
- 1.5. In the absence of specific instructions, dispatch shall take place on the basis of the freight/packaging cost flat rates applicable at the time. The costs of express dispatch at the Customer's request shall be charged on a time and materials basis. All outgoing deliveries are insured by ecos systems. The insurance is included in the purchase price. In the event of loss or damage, the purchaser is obliged to obtain all necessary documents so that claims can be made against the insurer. The costs of normal packaging are included in the freight and packaging cost flat rates. If special packaging is required or, in the circumstances and at ecos systems' discretion, is necessary, this shall be charged in accordance with a separate agreement.

2. Delivery Dates

Delivery times are to be taken from the individual contract.

3. Warranty on Sale of Products

- 3.1. The Customer must inspect the "Hardware Products" without delay for material defects and completeness and notify ecos systems of any complaints. In the case of installation of the "Hardware Products" by ecos systems, the Customer shall carry out an acceptance procedure together with ecos systems. The content of the procedure is determined by the individual contract.
- 3.2. In the event of claims for defects, ecos systems shall first have the right to make a reasonable number of attempts at supplementary performance within a reasonable period. After failure of supplementary performance, the Customer shall, in principle, be entitled, at its option, to reduce the purchase price, to terminate the contract and/or to claim damages, subject always to clause 11.
- 3.3. The Customer is aware at the time of conclusion of the contract that ecos systems exclusively tests and warrants the functioning of the "Hardware Products" supplied by ecos systems in the system environment specified in the individual order, without warranting the functioning of the "Hardware Products" in the systemic interconnection with other components not specified therein. The Customer bears the responsibility for such functioning itself or may separately commission ecos systems with the verification of system compatibility.
- 3.4. In the case of minor defects, the right to terminate the contract or to claim damages is excluded. The right to claim price reduction remains unaffected.
- 3.5. The right to assert warranty claims is also excluded if the defect is caused by the intended use of the "Hardware Products" as a result of normal wear and tear.
- 3.6. The Customer bears the burden of proof that the defect is the responsibility of ecos systems, insofar as the incident is based on the Customer having made changes to the "Products" and/or the system environment without ecos systems' consent, having used or repaired the "Hardware Products" improperly or having operated or maintained the "Hardware Products" not in accordance with ecos systems guidelines.
- 3.7. The warranty period is 12 months from the time of "passing of risk" of the "Hardware Products". This does not apply to claims for damages where ecos systems has caused the defect by gross negligence or wilful

misconduct, or where the defect has caused death or personal injury, and/or in cases where the damaging event also involves a breach of an express warranty/guarantee. Claims arising from breach of a remediation obligation are also time-barred from the time of passing of risk. Claims under the Consumer Protection Act 1987 remain unaffected.

- 3.8. Any additional expenditure incurred by ecos systems due to the "Hardware Products" being moved by the Customer to a location other than the Customer's registered office mentioned in the individual contract shall be borne by the Customer.

Section II – Maintenance of Hardware Products

4. Subject Matter – Maintenance of Hardware Products

The subject matter is the assumption of the maintenance of the "Hardware Products" listed in the individual contract through the services listed in the individual contract.

5. Service Times

Service times are derived from the relevant individual contract.

6. Place of Performance and Relocation

- 6.1. The place of performance for the maintenance of the "Hardware Products" shall be the Customer's place of business named in the individual contract and the installation location specified therein. If necessary, ecos systems is entitled to carry out maintenance work in one of its workshops; in such a case, ecos systems shall provide the Customer with a replacement device free of charge.
- 6.2. The relocation of "Products" to a place of performance other than that specified in the individual contract must be notified to ecos systems in writing by the Customer at least two months in advance. Any relocation of "Products" must be carried out by ecos systems.
- 6.3. The Customer is obliged to inform ecos systems in writing of any initiated relocation of "Products" to a place of performance other than that originally agreed, e.g. in the course of a relocation of the registered office. In such case, ecos systems shall continue maintenance if this involves no increased expense, e.g. if the new installation site is within an area in which ecos systems already supports similar "Hardware Products". If the relocation affects the expense of providing the service, ecos systems is entitled to make its consent to the relocation of the "Hardware Products" to a place of performance other than that originally agreed conditional on payment of remuneration appropriate to the changed circumstances.
- 6.4. If the relocation leads to unreasonable additional expense for ecos systems, ecos systems shall refuse its consent thereto in writing in good time in advance. ecos systems' obligation to maintain the contract devices affected by the relocation shall, in such case, end on the day of relocation. The Customer remains obliged to pay the remuneration until the end of the contract.
- 6.5. The inclusion of further "Hardware Products" in the event of subsequent system extensions in the scope of services under this contract requires a renewed written order confirmation.
- 6.6. The Customer is not entitled to make unauthorised changes or additions to "Products"; planned modifications to the "Hardware Products" must be notified to ecos systems in writing in advance. If, in ecos systems' opinion, these have a material effect on the maintenance expense or are unreasonable for ecos systems, ecos systems shall inform the Customer of this without delay and, at the Customer's request, submit a new offer. If no agreement is reached on this, the contract shall continue unchanged until the end of its term.

7. Repair

- 7.1. The Customer is obliged to describe occurring faults, the course of system failures, product failures and/or other problems (in short: "Incidents") as precisely as possible. ecos systems shall remedy reported Incidents within a reasonable period; following receipt of the fault notification, ecos systems shall inform the Customer when and within what timeframe it will remedy the reported Incident. If a description comprehensible to ecos systems is not provided, ecos systems shall point out to the Customer the deficiencies of the fault description and, after completion of its own analysis, state a new timeframe for fault rectification.
- 7.2. If ecos systems cannot restore the functionality of the "Product" by repair within a reasonable period, it shall procure a replacement device free of charge.

- 7.3. If fault rectification proves to be more time-consuming than assumed, ecos systems is entitled to provide the Customer with a replacement or workaround solution.
- 7.4. The obligation to carry out repair work and to provide a replacement or workaround solution shall lapse if the fault or incident cannot be rectified or can only be rectified with an unreasonably high level of effort. Effort shall be deemed unreasonable if it would exceed the annual consideration under this contract by at least double. In such case, ecos systems is entitled to terminate the contract extraordinarily for good reason.
- 7.5. At the Customer's request, ecos systems offers connection of the Customer to its remote diagnosis and maintenance facilities; the costs of installing the necessary technical facilities will be communicated to the Customer by ecos systems on request and the connection will be made on the basis of a separate order and invoice. The provision of remote diagnosis and maintenance itself shall be carried out on the basis of the provisions of this clause and is covered by the maintenance remuneration.

8. Servicing

- 8.1. The subject matter of the servicing measures shall be work which serves to maintain the functionality of the "Hardware Products" through product care, as well as the replacement of defective or no longer safely functioning wear parts. Replaced wear and spare parts shall become the property of ecos systems.
- 8.2. Within the scope of the agreed maintenance flat rate, ecos systems shall also undertake any configuration or installation work that does not exceed 4 hours per month. Necessary configuration and installation work which would cause a time expenditure exceeding this shall be notified by ecos systems to the Customer; in doing so, ecos systems shall – insofar as possible and reasonable for it – submit to the Customer an offer for taking over the activities, which describes the service to be provided and the time and material expenditure in detail and contains a non-binding cost estimate.
- 8.3. The obligation to carry out servicing shall lapse if this is associated with unreasonable work for ecos systems. Unreasonableness shall be indicated if the personnel costs required for the adaptation of the "Hardware Products" in the year in which the adaptation service is to be provided are 10% higher than at the time of conclusion of the contract, the increased personnel costs cannot be compensated by higher profits or other cost savings, and at least one year has passed since the start of the maintenance service. In such a case, the adaptation shall only be carried out against appropriate additional remuneration, or the parties shall agree to terminate the contract.
- 8.4. Further adaptations to usage requirements arising from individual requirements of the Customer are not part of the service owed under this provision, unless they are listed in the individual contract.
- 8.5. The Customer may refuse the service if it does not have the same compatibility and functionality as the "Hardware Products" replaced, i.e. deviates significantly from the agreed target state in accordance with the service description agreed in the individual contract, to the detriment of the Customer. The right of refusal shall also apply if the conversion to the new "Products" offered would involve unreasonable costs for the Customer that arise directly from the conversion of the "Hardware Products".
- 8.6. ecos systems shall carry out preventive routine inspections in accordance with the relevant product manufacturer's instructions.

9. Customer Cooperation Obligations

The Customer's cooperation obligations are derived from the relevant individual contract.

10. Acceptance

- 10.1. It is in the nature of the matter that, for recurring services, no repeated declaration of acceptance by the Customer occurs. In these cases, completion shall replace acceptance. The Customer shall be informed by ecos systems by email or otherwise in text form that ecos systems has provided certain services. It is incumbent on the Customer to inform itself within the periods agreed in the individual contract whether the services of ecos systems have been duly provided. If the Customer does not lodge complaints within the intervals set out in the individual contract, the services of ecos systems shall be deemed to have been duly provided. A separate acceptance shall only be required if this is agreed between the parties in the individual contract.
- 10.2. In cases where, in accordance with the provisions of the individual contract, acceptance is to take place, the following shall apply: Acceptance is to be recorded in writing or by email. If the Customer puts the services of ecos systems into operation without asserting material defects, ecos systems shall assume that implied acceptance has taken place. However, ecos systems must inform the Customer of this separately in writing.

11. Warranty for Maintenance Services

11.1. For works contracts, the following provisions shall apply:

- a) A service shall not be deemed defective if ecos systems offers the Customer a reasonable, equivalent alternative solution in place of defect rectification. ecos systems is entitled to modify the defective "Hardware Products" for the purposes of supplementary performance, provided that the performance characteristics and operation of the "Hardware Products" do not change for the Customer and no costs are associated with the modification for the Customer.
- b) If ecos systems does not succeed in remedying existing defects within the reasonable period, the Customer shall be entitled to assert the other warranty rights. The right to terminate or claim damages shall not exist insofar as the functioning of the "Hardware Products" is not materially impaired.
- c) The Customer is not entitled to remedy faults itself and to demand reimbursement of the necessary expenditure as long as ecos systems is willing to remedy the fault and further supplementary performance is reasonable for the Customer.
- d) Modifications to the maintained "Hardware Products" or the system environment lead to the Customer having to prove that the Incident was caused by a defect. If this proof fails, the Customer shall be charged both the costs of carrying out the analysis phase and the costs of the attempt to remedy the "technical fault". The hourly and travel cost rates of ecos systems applicable at the time shall apply.
- e) Warranty claims are time-barred twelve months after acceptance or completion of the service. This does not apply to claims relating to death or personal injury, fraud, gross negligence or wilful misconduct, or breach of an express warranty/guarantee, in which cases statutory limitation periods under the Limitation Act 1980 apply. Claims under the Consumer Protection Act 1987 remain unaffected.
- f) If it turns out that services provided by ecos systems are not covered by the warranty, the Customer shall bear the costs including any travel costs and expenses in accordance with ecos systems' general cost rates. In the case of reimbursement of costs by the Customer, the hourly and travel cost rates of ecos systems applicable at the time shall apply.
- g) Supplementary performance may, at ecos systems' option, be effected either by repair or by replacement delivery. The Customer is entitled, for its part, to demand a particular type of supplementary performance if the other form of supplementary performance is unreasonable for it. Any additional expenditure incurred by ecos systems due to the "Hardware Products" being moved by the Customer to a location other than the Customer's registered office mentioned in the individual contract shall be borne by the Customer.

12. Special Remuneration Rules

- 12.1. The maintenance flat rate is based on the assumption that ecos systems must expend a minimum of 4 hours/person-day for repair work and a minimum of 4 hours/person-day for servicing work. If this expenditure is undershot or exceeded by more than 10%, the agreed flat rate shall be adjusted.
- 12.2. For a period of one year from installation and commissioning of the "Hardware Products" by the Customer, no remuneration shall be payable for repair work.
- 12.3. The maintenance fees shall be payable annually in advance in a lump sum at the beginning of a contract year. At ecos systems' option, they may also be paid by direct debit (BACS Direct Debit).
- 12.4. After a period of two years from conclusion of the contract, increases of up to 5% per annum are possible due to general cost increases in the total maintenance fees to be paid. The Customer shall be informed at least three months before the entry into force of the increase.
- 12.5. If ecos systems can prove, in respect of reported faults or maintenance services availed of, that no maintenance or warranty case existed, the expenditure for fault finding and the services of ecos systems for fault rectification shall be at the Customer's expense.
- 12.6. If both fault rectifications take place for the Customer which are covered by the flat-rate maintenance fee and those which are charged separately, the service reports of ecos systems employees and/or the incident documentation of ecos systems/customer support shall serve as the basis for invoicing.

13. Contract Term and Termination

- 13.1. The individual contract becomes effective upon its signature. Its term and the options for ordinary termination are determined by the relevant individual contract.

13.2. The right to extraordinary termination remains unaffected. If the Customer terminates on the grounds of an important reason for which ecos systems is responsible, the maintenance fee already paid shall be refunded on a pro rata basis.

Section III – Rental of Hardware Products

14. Subject Matter – Rental

14.1. The subject matter is the rental of the "Hardware Products" listed in the individual contract.

14.2. The products are provided to the Customer together with LTE communications for the term of the relevant individual contract and additional services are provided in connection with the operation of the product. Details are derived from the relevant individual contract.

14.3. The provisions of clause 1, paragraphs 2 to 5 of these Terms apply.

15. Term and Termination – Rental

15.1. Individual contracts may be terminated by either party at the earliest after 12 months. After expiry of this period, each individual contract may be terminated at any time on three months' notice expiring on 31 December of the year. The right of extraordinary termination remains unaffected for both parties.

15.2. Extraordinary Termination

15.3. An important reason entitling ecos systems to extraordinary termination shall, in particular, exist where:

- a. the Customer is more than 30 days in arrears with more than two payments and there is no justification for the relevant default;
- b. the Customer does not fulfil one of the agreed cooperation obligations incumbent on it, ecos systems has called on the Customer to cooperate and the Customer fails to cooperate despite this request, so that the provision of services by ecos systems is jeopardised or impossible;
- c. the Customer enters administration, has a receiver appointed, makes a voluntary arrangement with its creditors, or undergoes any analogous event in any jurisdiction (under the Insolvency Act 1986 or otherwise).

15.4. If ecos systems is entitled to terminate for good cause, the right of termination shall extend to the contracts directly affected by the good cause and to all indirectly affected contracts which ecos systems would not have concluded without the contract directly affected by the good cause.

15.5. Before extraordinary termination, this must be threatened in writing. The warning must be issued in writing and the Customer must be given an opportunity to remedy the circumstances giving rise to the good cause within thirty (30) calendar days of receipt of the warning. However, a warning is not required if special circumstances exist which, on balancing the interests of both parties, justify the declaration of extraordinary termination.

16. Delivery and Return of "Hardware Products"

16.1. ecos systems shall hand over the "Hardware Products" at the place of delivery specified in the individual contract and at the times specified therein.

16.2. Verification of the scope of delivery: It is incumbent on the Customer to check whether the "Hardware Products" have been damaged during transport or whether parts are missing. This must be notified to ecos systems without delay. ecos systems shall then redeliver promptly.

16.3. Before delivery of the "Hardware Products", the Customer shall create the spatial and technical conditions communicated to it by ecos systems in good time in the individual contract, which are necessary for the operational readiness of the "Hardware Products". These conditions are derived from the relevant individual contract.

17. Use of the "Hardware Products"; Sub-letting

The rental of the "Hardware Products" is for the exclusive use of the Customer. The "Hardware Products" may only be used for the purposes specified in the individual contract. Without ecos systems' permission, the Customer is not entitled to transfer the "Hardware Products", including the software supplied under this contract, to a "third party", in particular to rent or lend them. Use by employees of the Customer is permitted within the scope of the contractual use.

18. Customer's Duties of Care and Permission

- 18.1. The Customer must treat the "Hardware Products" with care and protect them from damage. The Customer shall ensure the proper use and proper operation of the "Hardware Products" by sufficiently qualified personnel. The Customer shall comply with the maintenance, care and use instructions of ecos systems, in particular the instructions contained in the operating manual supplied and in the documentation, to the extent reasonable. Markings on the "Hardware Products", in particular plates, numbers or inscriptions, must not be removed, altered or made illegible.
- 18.2. The Customer shall grant ecos systems employees free access to the "Products" during normal business hours for servicing and repair work. In doing so, the legitimate security interests of the Customer must be respected.

19. Modifications to the "Product"; Change of Installation Location

- 19.1. ecos systems is entitled to make modifications to the "Product" insofar as these serve to maintain it. Improvement measures may only be carried out if they are reasonable for the Customer and the contractual use of the "Product" is not impaired thereby. ecos systems shall inform the Customer of any such measures in good time in advance.
- 19.2. Modifications and add-ons to the "Products" by the Customer require the prior consent of ecos systems. This applies in particular to attachments or installations as well as to the connection of the "Hardware Products" to other devices, IT installations or networks. Upon return of the "Hardware Products", the Customer shall, at ecos systems' request, restore the original condition.
- 19.3. The provisions of clause 7 of these Terms apply.

20. Repair and Servicing Services – Rental

The provisions of clauses 8 to 10 and the individual contract apply.

21. Warranty – Rental

- 21.1. The remedying of "Defects" shall be at ecos systems' option in the first instance by way of free repair or replacement delivery.
- 21.2. Termination by the Customer on the grounds of non-provision of the contractual use shall only be permissible after ecos systems has been given sufficient opportunity to remedy the defect and this has failed. A failure of defect rectification shall only be deemed to exist if it is impossible, if it is refused by ecos systems or unreasonably delayed, if there are justified doubts as to the prospects of success, or if there is unreasonableness for the Customer for other reasons.
- 21.3. The provisions of clause 12, paragraphs (c) and (d) apply.
- 21.4. The Customer is obliged to notify ecos systems of defects in the "Product" without delay. In doing so, the Customer shall take into account ecos systems' instructions on incident analysis to the extent reasonable and shall forward all information available to it which is necessary for the remedying of the defect to ecos systems.
- 21.5. Warranty claims are time-barred 12 months after the point in time at which the Customer became aware of the existence of a defect in the "Product" or after the point in time at which the Customer should, in the absence of gross negligence, have become aware of the circumstances of the defect and should have reported it. This does not apply to claims relating to death or personal injury, fraud, gross negligence or wilful misconduct, or breach of an express warranty/guarantee, in which cases statutory limitation periods under the Limitation Act 1980 apply. Claims under the Consumer Protection Act 1987 remain unaffected. Claims arising from breach of remediation obligations are time-barred, subject to the foregoing, 12 months after the moment of knowledge or grossly negligent ignorance of the damaging event.

22. Rights of Use in Software – Rental

The Customer shall, for the term of the relevant individual contract, receive the non-exclusive and revocable right to use the software employed within the scope of the rented "Hardware Products" or for the performance of the Managed Services for its own use within the scope of its business operations, i.e. it shall receive the right to install the software made available and load it into the main memory. The right is granted on a time-limited basis for the duration of the relevant individual contract, and, like the number of rights of use, is derived from the relevant individual contract.

23. Return of Products

- 23.1. Upon termination of the contractual relationship, the Customer shall return the "Hardware Products" to the supplier in proper condition.
- 23.2. On return of the "Hardware Products", a protocol shall be drawn up in which any existing damage and defects of the "Hardware Products" shall be recorded. The Customer shall reimburse the costs of restoration in the case of damage or defects for which it is responsible.
- 23.3. Unless otherwise agreed in the individual contract, the Customer shall bear the costs of dismantling, packaging and return transport of the "Hardware Products".

Part C – Sale and Maintenance of Software Products

These Terms shall be incorporated where software is purchased or maintenance contracts (release contracts) for software are concluded and these Terms are incorporated into the individual contracts.

In addition to the definitions of the General Part, the following definitions apply:

- "Delivery": means the handover or making available of the software or "Releases" to the Customer. Delivery has occurred when the Customer has received documents with the necessary information that enable it to obtain the software by download.
- "Custom Software": software created or modified for the "Customer".
- "Release": collective term for "Updates" and "Upgrades".
- "Release Contract": the contract under which Updates or Upgrades are delivered to the Customer.
- "SLA": (Service Level Agreement) the rules governing processes in the event of the occurrence of "Incidents" or "technical faults".
- "Standard Software": software not created or modified for the "Customer".
- "Software": common term for "Standard Software" or specially adapted "Custom Software" manufactured or supplied by ecos systems.
- "Incident": collective term for a malfunction of the "Software" qualified either as a "Defect" or a "technical fault".
- "System": the technical system of the Customer on which the "Software" or "Hardware" is to be operated.
- "System Environment": the technical surrounding systems – in particular interfaces, operating system etc. – required for the proper operation of the "Software".
- "Support Work": work performed within the scope of Section II of the framework agreement aimed at remedying the "technical fault" that has occurred or at providing an acceptable workaround.
- "Technical Change": modification of the "Software" or the "System Environment".
- "Updates": serve to maintain the functionality of the Standard Software within the contractually agreed scope. Updates are delivered under the rental or release contract.
- "Upgrades": serve to extend the functionality of the Standard Software.
- "Contract Conclusion": the signing of the relevant individual contract by both parties.
- "Version": the release status of the "Software".

1. Individual Contract – Software

- 1.1. The subject matter of the contract shall be exclusively the services and products specified in the individual contract with the characteristics, features, intended uses and uses specified in the functional description and the "Documentation".
- 1.2. The functioning of the software is warranted for the unaltered software in the prescribed system environment.
- 1.3. A "Change" shall become the subject of the contract only by express written confirmation by ecos systems, where it is documented in the individual contract at least in text form, and shall be remunerated separately in accordance with the agreed price list.

2. Delivery Times, Force Majeure

"Delivery" takes place at the times resulting from the relevant individual contract.

3. Remuneration; Customer's Rights of Retention; Set-off – Software

- 3.1. The amount of the remuneration is determined by the individual contract. All payment terms such as partial payments, discounts, cash discounts etc. are governed by the individual contract. The same applies to travel costs and expenses.
- 3.2. All prices are net prices and are payable plus the applicable rate of VAT.
- 3.3. ecos systems reserves the right to assert retention rights against the Customer in the event of payment arrears arising from the same contractual relationship of the individual contract. The Customer shall be given an appropriate warning regarding the availability of the "Software" if ecos systems reserves the usability of the "Software" and makes it dependent on payment of outstanding items. Alternatively, the Customer may, in the

event of payment arrears, also be informed by telephone and/or post of the blocking of the "Software" in the event of non-payment of outstanding items.

4. Rights of Use in the "Software"

- 4.1. The Customer shall receive the number of rights of use to the Standard Software specified in the individual contract, which entitle it to temporarily or permanently reproduce the software. For software from third-party manufacturers, further contractual provisions may apply, which result from the relevant EULA (End User Licence Agreement). Other rights of use than those expressly mentioned here shall not be transferred to the Customer. The provisions of section 50A and 50BA of the Copyright, Designs and Patents Act 1988 (rights of lawful user to make back-up copies and to decompile for interoperability) remain unaffected.
- 4.2. If the Customer installs new "Releases" which replace earlier ones provided to it by ecos systems under a release contract, the right of use in the replaced releases shall expire 2 weeks after their "Delivery" and installation.
- 4.3. Parts of the software are based on Free and Open Source modules. The licence terms of these modules, and the resulting consequences for the Customer, are deposited on the ecos systems website.

5. Customer's Cooperation and Information Obligations – Software

- 5.1. Customer cooperation obligations are derived from the relevant individual contract. The cooperation obligations are main performance obligations which stand in synallagma (reciprocal exchange) with ecos systems' performance obligation.
- 5.2. If the Customer breaches its cooperation obligations, ecos systems is not obliged to provide services. In the event of repeated or serious breach of duty, ecos systems is entitled to terminate the individual contract on one month's notice. The contractual relationship ends at the end of the following month.

6. Functional Test

After completion of the installation of the "Software", the parties shall carry out a functional test. If, after the test, defects preventing acceptance still exist, the provisions of clauses 4 and 6 of the General Part shall apply, with the proviso that the rights mentioned therein to assert price reduction, damages or termination may only be asserted after supplementary performance has failed. This does not apply if the "Software" is merely delivered and installed by the Customer itself.

7. Warranty for New "Software" and "Upgrades"

The following provisions apply to the warranty for "Standard Software" or Upgrades:

- 7.1. ecos systems is entitled to modify defective "Software" for the purposes of supplementary performance, provided that the performance characteristics and operation of the "Software" do not change for the Customer and no costs are associated with the modification for the Customer. This is done, in particular, by delivery and installation of new "Upgrades". If the Customer has not concluded a "support contract" with ecos systems, the Customer shall pay for the new installation and configuration of the "Releases".
- 7.2. If ecos systems does not succeed in remedying existing defects within a reasonable period, the Customer is entitled to assert warranty rights. The right to terminate or claim damages shall not exist insofar as the functioning of the "Software" is not materially impaired.
- 7.3. Warranty in the event of a "technical change":
 - If the Customer (or third parties/persons named in the Customer's individual contract) carries out a "technical change" to which ecos systems has not expressly consented, it is incumbent on the Customer to prove that the occurring "Incident" is to be qualified as a "Defect" and not as a "technical fault".
 - If a "technical fault" exists, the Customer shall bear the costs for the analysis of the Incident. The same applies in the case of avoidable incorrect operation.
 - If a "technical fault" exists and a Support SLA has been concluded, ecos systems shall attempt to remedy the "technical fault". The amount of remuneration may be set out in an individual contract. If no provision is documented in an individual contract, the remuneration shall be in accordance with the price list applicable at the time. The duration of the services shall be coordinated between the parties.
- 7.4. Warranty claims for delivered "Standard Software" and/or Upgrades shall be time-barred twelve months after "Delivery". This contractual limitation period does not apply in cases of death or personal injury, fraud, gross negligence or wilful misconduct, or breach of an express warranty/guarantee. Claims under the Consumer

Protection Act 1987 remain unaffected. Claims arising from breach of a remediation obligation shall be time-barred from the moment of "Delivery".

8. Liability – Software

Liability shall be governed by clause 11 of the General Part.

Section II – Maintenance or Release Contract

9. Releases

9.1. Delivery of "Updates"

- a) Security notices: The large number of possible combinations entails uncertainty factors that cannot be assessed in advance, so that proper functioning of the "Standard Software" delivered to the Customer under this release contract can only be warranted in a contractually agreed or previously tested "System Environment". The current ecos systems notices [maintenance notes] on the "System Environment", which are named in Annex SYS, must be observed. This annex is contained in the documentation of the individual "Releases".
- b) Service: ecos systems shall, during the term of the individual contract and, if applicable, during the warranty period from this contractual relationship, adapt the maintained programs to changing legal or technical norms within a reasonable period and in accordance with the individual contract. The maintained programs shall also be adapted to the versions of the required software environment named in Annex SYS. Exempt from this are ecos systems' obligations arising from the fact that ecos systems is statutorily obliged to provide support services that enable the Customer to fulfil its obligations under the UK GDPR. Such services, and all other services that must be provided by ecos systems for the Customer under the UK GDPR, shall be invoiced on a time and materials basis. Details are set out in the price list applicable at the time.

Further adaptations to usage requirements arising from individual requirements of the Customer are not part of the service owed under this provision but are to be commissioned separately.

ecos systems may determine in its reasonable discretion whether the programming services are provided by delivery of new "Standard Software" or by instructions to the Customer's personnel for entering program changes or by changes to program parameters.

The Customer may refuse the service if it does not have the same compatibility and functionality as the program it replaces. The right of refusal shall also apply if the conversion to the offered error-free version would involve unreasonable costs for the Customer that arise directly from the conversion of the "Standard Software".

- c) Limits of service: There is no obligation to supply "Software" that establishes compatibility with any "System Environment" present at the Customer's. The same applies if the Customer wishes to change the system environment present at its premises, unless this is evidently necessary for reasons of IT security.
- d) Process: Only "Software" that establishes compatibility with the "System Environment" specified in the individual contract shall be delivered. There are software versions of the system environment that appear technically insufficiently mature. ecos systems will therefore communicate at the beginning of a calendar year when it will produce and deliver which releases for the "Standard Software" to be maintained, which establishes compatibility with the changed "System Environment". Details are governed by the relevant individual contract.
- e) Default: Claims for the delivery of "Updates" shall only exist after ecos systems has sufficiently tested and evaluated its own "Standard Software". Claims arising from default may only be asserted with regard to the release plan published by ecos systems for each calendar year, otherwise for delivery dates separately agreed in each case. The software shall be "delivered" to the Customer in the manner described in the individual contract.
- f) Cost limit: The obligation to deliver new, compatible "Standard Software" shall also lapse if this is associated with unreasonable costs for ecos systems, namely if the lump sum agreed in the individual contract is by far no longer sufficient. Unreasonableness is indicated if the costs required for the adaptation of the program have increased by at least 10% in a period of 24 months from the time of conclusion of the contract or from the time of the last increase of the lump sum, and the increased costs cannot be compensated by higher profits or other cost savings. In such a case, ecos systems has a claim to the parties entering into talks on an adjustment of the remuneration or service. If such talks do not take place or do not lead to a consensus within a period of 3 months, ecos systems has the right to terminate the individual contract on six months' notice.
- g) End of life: The "Standard Software" delivered by ecos systems, as well as the "Software" from other manufacturers named in the individual contract, exists in some cases for several years. It is not possible to

"deliver" "Updates" for any older versions of this "Standard Software". "Updates" shall be delivered to the Customer for a "release status" that was made available to the Customer 36 months previously. ecos systems shall give at least 24 months' notice of the discontinuation of the delivery of "Updates". Deviations from this provision are possible in individual cases depending on the announcements of the respective manufacturers. Notice may be given separately from the other services of the contract.

If the Customer wishes, after expiry of this period, to use "Standard Software" the maintenance of which is no longer offered as standard on the market by ecos systems, the maintenance of this "Standard Software" shall no longer be covered by the maintenance flat rate but shall be agreed separately.

9.2. Delivery of "Upgrades"

- a) Services: ecos systems shall provide the Customer with "Upgrades" of the originally delivered "Standard Software" after they have been released by ecos systems and unless otherwise specified below.

If the operation of the program changes or new functions are added, the operating instructions of the program shall also be updated. These are available in the form of online help. In principle, the Customer may make suggestions for possible further developments. ecos systems shall seriously examine the Customer's suggestions. However, there is no claim to the realisation/implementation of these suggestions.

- b) Limits of service and services not included: The provisions above on "Limits of service" and "Cost limit" apply.
- c) End of life: The "Standard Software" delivered by ecos systems exists in some cases for several years. It is not possible to "deliver" "Upgrades" for any older versions of this "Standard Software". Upgrades shall be delivered to the Customer for a "release status" that was made available to the Customer 18 months previously. ecos systems shall give at least 12 months' notice of the discontinuation of the delivery of "Upgrades". Deviations from this provision are possible in individual cases depending on the announcements of the respective manufacturers. Notice may be given separately from the other services of the contract.
- d) Default: Default shall occur if ecos systems does not "deliver" the "Standard Software" to the Customer within a period of 6 months after it has been completed and released by ecos systems.

10. Additional Remuneration Rules

10.1. The agreed lump sum for the provision of the services mentioned under clause 52 "Releases" is payable in advance in a lump sum at the beginning of the agreed billing period.

10.2. The remuneration obligation begins at the moment when the Customer can productively use the "Standard Software" named in the individual contract, i.e. in the case of the provision of the "Standard Software" upon delivery, in the case of the delivery of adapted "Standard Software" upon its acceptance.

10.3. ecos systems is entitled to an appropriate increase of the agreed lump sum, but not more than 2.5% from the date of conclusion of the contract or 12 months from the date of the last increase, provided that the increase of the costs is reasonable for the Customer.

11. Warranty for "Updates"

The following provisions apply to the warranty for "Updates":

11.1. ecos systems is entitled to modify defective "Updates" for the purposes of supplementary performance, provided that the performance characteristics and operation of the "Standard Software" do not change for the Customer and no costs are associated with the modification for the Customer. This is done, in particular, by delivery and installation of new "Updates". If the Customer has not concluded a "support contract" with ecos systems, the Customer shall pay for the new installation and configuration of the "Releases".

11.2. If ecos systems does not succeed in remedying existing defects within a reasonable period, the Customer is entitled to assert warranty rights. The right to terminate or claim damages shall not exist insofar as the functioning of the "Software" is not materially impaired.

11.3. Warranty in the event of a "technical change":

- a) If the Customer (or third parties/persons named in the Customer's individual contract) carries out a "technical change" to which ecos systems has not expressly consented, it is incumbent on the Customer to prove that the occurring "Incident" is to be qualified as a "Defect" and not as a "technical fault".
- b) If a "technical fault" exists, the Customer shall bear the costs for the analysis of the Incident. The same applies in the case of avoidable incorrect operation.
- c) If a "technical fault" exists and a Support SLA has been concluded, ecos systems shall attempt to remedy the "technical fault". The amount of remuneration may be set out in an individual contract. If no provision is

documented in an individual contract, the remuneration shall be in accordance with the price list applicable at the time. The duration of the services shall be coordinated between the parties.

- d) Warranty claims for delivered "Updates" shall be time-barred twelve months after "Delivery" or completion. This contractual limitation period does not apply in cases of death or personal injury, fraud, gross negligence or wilful misconduct, or breach of an express warranty/guarantee. Claims under the Consumer Protection Act 1987 remain unaffected. Claims arising from breach of a remediation obligation shall be time-barred from the moment specified in clause 45.

12. Warranty for "Upgrades"

Warranty for "Upgrades" shall be governed by clause 50 "Warranty for new Software and Upgrades".

13. Contract Term, Termination – Software Maintenance

13.1. The individual contract becomes effective upon its signature. Its term and the options for ordinary termination are determined by the relevant individual contract.

13.2. The right to extraordinary termination remains unaffected. If the Customer terminates on the grounds of an important reason for which ecos systems is responsible, the maintenance fee already paid shall be refunded on a pro rata basis.

Part D – Cloud Services

These Terms shall be incorporated where "Products" or "Software" are rented via the cloud and these Terms are incorporated into the "Individual Contracts".

In addition to the definitions of the General Part, the following definitions apply:

- "Data Processing": Data processing within the meaning of Article 28 UK GDPR. The required documentation is set out in the relevant individual contract.
- "Third Party": any other person to whom ecos systems has not granted rights to use the "Software".
- "Documentation": Operating instructions for the "Software", made available to the Customer online together with the "Software" on the ecos systems server in the current version at all times.
- "Individual Contract": the document Individual Contract reflecting the individual agreement entered into between the Customer and ecos systems. The contract consists of the relevant individual contract together with its annex(es) and these Terms.
- "Node Point": interface or handover point from the relevant ecos systems data centre to data networks, or into data networks, that legally do not belong to ecos systems, such as in particular the internet or data networks of the Customer.
- "Platform": the system on which the application data of the Customer created with the "Software" is stored. The Software, together with the Platform, is referred to as the "technical system".
- "Release": collective term for new software versions made available to the Customer.
- "Software": the sum of "Standard" and "Custom Software".
- "Standard Software": "Software" that has been created or subsequently produced independently of a contractual relationship with the Customer.
- "Technical System" or "Product": collective term for combinations of "Software" and provided hardware. The individual components of the relevant "technical system" are described in the relevant individual contract and its annexes.
- "Update": program status developed to correct or work around "technical faults", made available to the Customer by ecos systems.
- "Upgrade": new program status which contains an increase in performance and/or functionality compared with the preceding program status of the software.

1. "Availabilities", Backup and Maintenance Windows

- 1.1. The "availability" of the "Software" or the "technical system" is the period during which the Customer can use the "technical system" as agreed.
- 1.2. During the periods designated as backup and maintenance windows, ecos systems does not warrant the availability of the "technical system" to the agreed extent, but functional restrictions or unavailability may occur here.
- 1.3. The statements on availabilities made in clause 3 of the SLA do not concern the periods during which the "technical system" is unavailable due to causes of force majeure.

2. Customer's Performance Obligations – Cloud

- 2.1. The Customer shall support ecos systems by fulfilling the performance obligations named in the relevant individual contract.
- 2.2. If the Customer fails to perform the duties named in the service description, the Customer shall be in default of acceptance.
- 2.3. Should incidents occur during use of the product, the Customer shall notify ecos systems of such incidents without delay. The Customer's incident notification must contain the following information:
 - Customer name,
 - Current contact person and contactability,
 - Place of performance (street, number, postcode, town),
 - Serial number or number of the first valid order confirmation,
 - Description of the incident (sporadic or permanent),

- Impact on services.
- 2.4. The Customer shall, for the duration of the contractual relationship, name on an ongoing basis a person authorised to make legal declarations together with a deputy. Likewise, a technically competent contact person together with a deputy shall be named on an ongoing basis for the duration of the contractual relationship.
 - 2.5. The Customer is obliged to provide and maintain the LTE (radio communication) measures necessary between the technical system and the cloud server, and not to change them during the term of the relevant individual contract. Details are derived from the relevant individual contract. As redundancy, an internet connection shall be guaranteed in case of doubt.
 - 2.6. Before commencement of the service owed by ecos systems, the Customer shall ensure that it is in possession of a complete and current data backup.

3. Remuneration – Cloud

- 3.1. The amount of the remuneration is determined by the relevant individual contract and is payable without deduction in accordance with the mode regulated therein. The amounts mentioned therein are net amounts.
- 3.2. Ongoing costs apply from the moment of the availability of the "technical system" in the case of rental or the provision of the relevant "Managed Services".
- 3.3. ecos systems is entitled to change the amount of remuneration by an appropriate amount, but not more than 2.5%, 12 months from the date of conclusion of the contract or from the date of the last increase, on condition that this increase is reasonable for the Customer and has been communicated to the Customer in writing no later than six weeks before the entry into force of the change.
- 3.4. In addition, the Customer is obliged to pay the usage fee that has arisen as a result of authorised or unauthorised use of access by "third parties" to the "technical system", unless it is not responsible for the use. The burden of proof that it is not responsible for the use rests with the Customer.

4. Liability – Cloud

The provisions of clause 11 of the General Part apply.

5. Contract Term and Termination – Cloud

- 5.1. In principle, the commencement and ordinary termination options of the relevant contractual relationship are derived from the relevant individual contract.
- 5.2. Unless otherwise agreed in the relevant individual contract, the following applies: The relevant individual contract is concluded for an indefinite period. Unless one of the two "contracting parties" terminates in writing three months before the relevant end of the term, the agreement shall be extended tacitly by a further 12 months and the period up to 31 December of the year in which the contract would terminate without extension. The following terms shall then commence on 1 January and end on 31 December of a year.
- 5.3. The right of each contracting party to terminate the relevant individual contract extraordinarily and without notice on the grounds of good cause remains unaffected. Good cause for ecos systems shall exist in particular in any case where:
 - a) the Customer is in default for a period of more than three months;
 - b) the Customer is unable to pay its debts as they fall due (within the meaning of section 123 Insolvency Act 1986), enters administration, has a receiver appointed, makes a voluntary arrangement with its creditors, undergoes any analogous event in any jurisdiction; however, following an application to open insolvency/administration proceedings over the Customer's assets, ecos systems may not terminate on the grounds of default with payment of remuneration that occurred in the period before the application, or on the grounds of a deterioration in the Customer's financial circumstances;
 - c) the Customer materially breaches contractual obligations and does not remedy this breach without delay even after warning or notification of the blocking of contents by ecos systems.

6. Subject Matter – Rental of the Platform

- 6.1. The Customer shall be rented the platform named in the relevant individual contract, e.g. the hardware in combination with the "Software" named in the relevant individual contract. The interface to public data networks such as the internet specified in the relevant individual contract is also rented. The supply services required for the operation of the rented "technical systems" (e.g. electricity, cooling etc.) are also provided.

- 6.2. The Platform is the system on which the application data of the Customer created with the "Software" is stored. The Software, together with the Platform, is referred to as the technical system.
- 6.3. ecos systems shall service and repair the "technical systems" during the term of the relevant individual contract. "Availabilities" and maintenance windows are derived from the relevant individual contract or its annexes.
- 6.4. The extension of functions of the rented "technical systems" generally, or the maintenance of compatibilities with changing factual or technical requirements of the Customer, are not the subject matter of the services owed.

7. Subject Matter – Rental of the "Standard Software"

- 7.1. ecos systems rents the "Standard Software" to the Customer. The service description forms part of the individual contract. Owed is only the provision of those functions which have been expressly documented in the service description and those functions which, although not expressly mentioned, are technically required for the intended use of the "Standard Software". Further functional requirements other than those mentioned above are not owed.
- 7.2. Transferred is the right under sections 17 and 50A of the Copyright, Designs and Patents Act 1988, which enables the Customer to allow a numerically limited number of users simultaneous access to the "Standard Software" via public data networks. The right is transferred in the number derived from the individual contract, time-limited to the duration of the individual contract and regionally for the territory of the United Kingdom. No further rights of use shall be transferred.

8. Updates of the "Standard Software"

- 8.1. Delivery of "Standard Software" to establish compatibility
 - Security notices, service, process and other provisions are as set out in clauses above, mutatis mutandis.
 - Delivery of improved software: ecos systems provides the Customer with "Upgrades" of the "Standard Software" after they have been released by ecos systems and unless otherwise specified below. These "Upgrades" contain extensions and improvements to the "Standard Software". However, there is no claim to improvement.
 - Operating instructions: If the operation of the "Standard Software" changes or new functions are added, the operating instructions of the program shall also be updated.

9. Special Provisions for Trial Provision of "Standard Software"

- 9.1. The trial provision of "Software" is free of charge. The "Software" is therefore loaned for the term of the contracts. No warranty is assumed. The Customer is responsible for its own data backup of the data.
- 9.2. The purpose of the trial provision of the "Software" during the trial phase is for the Customer to be able to satisfy itself of the quality of the "Software". The software may neither be used by the Customer itself for commercial purposes nor be made available to "third parties" for commercial purposes.

10. Warranty – Cloud

ecos systems assumes the warranty for the "technical system" in accordance with the following provisions:

- 10.1. If the Customer changes the "Software" or the "System Environment", it shall bear the burden of proof that a "Defect" exists.
- 10.2. The remedying of "Defects" shall be at ecos systems' option in the first instance by way of free repair or replacement delivery.
- 10.3. Termination by the Customer on the grounds of non-provision of the contractual use shall only be permissible after ecos systems has been given sufficient opportunity to remedy the defect and this has failed. A failure of defect rectification shall only be deemed to exist if it is impossible, if it is refused by ecos systems or unreasonably delayed, if there are justified doubts as to the prospects of success, or if there is unreasonableness for the Customer for other reasons.
- 10.4. The Customer is not entitled to remedy "Defects" itself and to demand reimbursement of the necessary expenditure as long as ecos systems is willing and able to provide the service.
- 10.5. The Customer is obliged to notify ecos systems of defects in the "technical systems" without delay in the form of clause 3. In doing so, the Customer shall take into account ecos systems' instructions on problem analysis to

the extent reasonable and shall forward all information available to it which is necessary for the remedying of the defect to ecos systems.

10.6. Warranty claims are time-barred 12 months after the point in time at which the Customer became aware of the existence of a defect in the "technical system" or after the point in time at which the Customer should, in the absence of gross negligence, have become aware of the circumstances of the defect and should have reported it. This does not apply to claims relating to death or personal injury, fraud, gross negligence or wilful misconduct, or breach of an express warranty/guarantee, in which cases statutory limitation periods under the Limitation Act 1980 apply. Claims under the Consumer Protection Act 1987 remain unaffected.

11. Licence Terms – Cloud

11.1. The Customer shall, for the term of the relevant individual contract, receive the non-exclusive and revocable right to use the rented "Software" for its own use within the scope of its business operations, i.e. it shall receive the right of access via public data networks from places and at times of its choice. The granting of access to the rented "Software" to "third parties" for commercial use is only permitted with ecos systems' express consent. The right is granted on a time-limited basis for the duration of the relevant individual contract, the duration of which, like the number of respective simultaneous access and use entitlements, is derived from the relevant individual contract. The subject matter of these provisions is the rented "Software" in the version current at the time of conclusion of the contract, including all "Releases" required to maintain the functionality of the "Software".

11.2. Licence terms for hosting: If the Customer rents firmware, operating systems, firewalls, virus scanners and other products, the transfer of rights of use shall be governed by paragraph (a). If the General Terms and Conditions of the relevant manufacturers give rise to special restrictions, the respective EULAs (End User Licence Agreements) shall be made available to the Customer upon conclusion of the contract and thus form part of the contract.

11.3. The provisions for the transfer of rights of use agreed between the parties for "Standard Software" also apply to "Custom Software". The parties may, in accordance with the provisions of the individual contract, make an arrangement whereby ecos systems shall not make the "Custom Software" available to specifically named competitors of ecos systems for a period of 12 months, calculated from the date of acceptance (works contract) or provision (service contract), for commercial purposes.

12. Place of Performance – Cloud

The place of performance and the place of payment are derived from the relevant individual contract.