General Terms and Conditions of Use for the Online Service
of VDMA Services GmbH

1. Subject matter and scope

1.1. The subject of these General Terms and Conditions of Use ("GTC") for Software as a Service is the granting of online use of software as described in more detail in the contract and/or in the product description ("**SaaS Software**") via the Internet by (i) VDMA Services GmbH (hereinafter referred to as "VS"), Lyoner Str. 18, 60528 Frankfurt am Main and the storage of data of the Purchaser. The Purchaser shall be granted the technical possibility and authorization to access the SaaS Software, which is hosted directly or indirectly by VS, via the Internet and to use the functionalities of the SaaS Software within the scope of this Agreement ("**SaaS**").

1.2. These GTC SaaS VS shall also apply to subsequent bug fixes, patches, updates and upgrades, or similar (hereinafter collectively referred to as "Updates") of the SaaS Software provided to the Purchaser, unless otherwise agreed upon at the time the update is provided.

1.3. If supplementary services (e.g. consulting, training) are provided in connection with SaaS, these are the subject of separate contractual agreements.

1.4. All general terms and conditions of VS are available on the website of the respective VDMA branch or via [https://www.vdmaservices.de].

1.5. Deviating, conflicting or supplementary General Terms and Conditions of the Purchaser shall not become part of the contract, even if VS is aware of them, unless their validity has been expressly agreed to in writing.

1.6. If and to the extent that the SaaS software contains so-called "open source software", the respective license terms of the open source software also and primarily apply to these software components. VS assumes no warranty for the Open Source Software, neither for the absence of defects nor the merchantability, the fitness for a particular purpose or the absence of defects of title. Claims for damages are excluded to the extent permitted by law. The granting of rights of use is based exclusively on the respective open source software license terms. For details, please refer to the respective Open Source Software license terms in the documentation, the "Readme" files and/or reference files for the Open Source Software, which are made available to the customer.

2. Provision of SaaS

2.1 The SaaS provided may include, for example, cloud or software services, application programs, the provision of product data, electronic media, information and other content. The scope of the SaaS provided is regulated in the contract, in the product description or the description of the services under [https://www.mic40.org]. Incidentally, the scope of services results from the currently available functionalities of the services.

2.2 VS shall make the SaaS available to the Purchaser for use via the Internet from the agreed date for the duration specified in the contract and/or in the product description and shall enable access. For this purpose, VS hosts the SaaS software directly or indirectly. The SaaS is accessible to the customer via the Internet, e.g. via browser or app.

2.3 If necessary, VS will provide the Purchaser with the necessary access data required for the use of the SaaS. Registration may be a prerequisite for use.

2.4 The available functionalities of the SaaS may also include services and services of third parties ("Partners"), to which VS merely arranges access or contact. For the use of such services – each of which is identified as services or services of third parties – the special contractual terms and conditions of the respective partner shall apply primarily, to which VS and/or the partner will refer to the customer in each case.

2.5 The transfer point for the contractual services of VS is the Router output of the data centers used by VS to the Internet. The connection of the Purchaser to the Internet, the maintenance of the network connection as well as the procurement and provision of the hardware and software required on the part of the Purchaser is not the subject of these GTC SaaS VS or the contract.

2.6 VS shall provide the SaaS in the currently offered version within the scope of the technical possibilities, provided that the update of the SaaS software version - taking into account VS's interests - is reasonable for the customer. VS shall inform the Purchaser in good time of any change to the SaaS software used, insofar as this has an impact on the agreed functionality.

2.7 VS reserves the right to modify SaaS provided free of charge, to make new SaaS available free of charge or for a fee, and to discontinue the provision of free SaaS. VS will take into account the legitimate interests of the customer. Fee-based SaaS can be adapted at any time - even within the existing contractual relationship - to changed legal or technical conditions, API compatibility or with regard to further developments of the SaaS or technical progress, whereby the agreed basic functionalities of the SaaS are retained.

3. Grant of rights of use and license conditions

3.1 The SaaS/SaaS software is protected by copyright. VS grants the Purchaser the non-exclusive, non-transferable, non-sublicensable right to use the SaaS for its own business purposes, limited to the duration specified in the contract and/or in the product description. Use of the SaaS Software outside of SaaS requires the express written consent of VS. Insofar as updates of the SaaS Software are

provided by VS within the scope of the SaaS or in any other way during the term of the Contract, the aforementioned provisions shall apply accordingly.

3.2 Unless expressly agreed otherwise, the granting of the right of use is tied to the payment of the contractually owed and due remuneration.

3.3 The Purchaser may only reproduce the SaaS and, insofar as access to it is available, the SaaS Software to the extent necessary for the intended use of the SaaS. The necessary duplication includes the loading of the SaaS/SaaS software into the working memory, but not the even temporary installation or storage of the SaaS/SaaS software on local data carriers of the hardware used by the customer.

3.4 Beyond the purposes of this Agreement, the Purchaser shall not be entitled to use, reproduce, download or make the SaaS/SaaS Software or any other data than its own available to third parties for use in return for payment or free of charge, or to make it accessible outside the agreed group of users. In particular, the Purchaser shall not be entitled to edit, modify, reverse engineer, decompile, disassemble or otherwise identify the source code of the SaaS Software or any part thereof, or to create derivative works of the SaaS Software. However, mandatory, non-waivable statutory provisions (e.g. §§ 69d, 69e UrhG) remain unaffected by this.

3.5 For each individual case in which the Purchaser enables the use of the SaaS Software or the SaaS by third parties, the Purchaser shall pay damages in the amount of the remuneration that would have been incurred in the event of the conclusion of a contract for an individual User, unless the Purchaser was not responsible for the third-party use. The customer is free to prove that there is no or significantly less damage. All further rights of VS remain unaffected by the above provision.

4. Availability

4.1 The average availability of the services provided is determined by the contract and/or the product description. However, availability may be temporarily limited in the event of technical malfunctions or maintenance work.

4.2 If the SaaS is not available in the event of planned maintenance work, VS will inform the customer in good time in text form (§ 126b BGB).

5. License Types

5.1 SaaS is offered in different licensing model categories. The license type relevant to the respective SaaS can be found in the contract and/or the product description. If no other license type has been agreed, a Named User license will be granted.

5.2 In particular, the following license types can be offered for individual SaaS:

- "Named User" license means that access to the SaaS is limited to those persons in the Purchaser's company who have been designated by the Purchaser and acquired for the effective licenses in accordance with this Agreement.
- "Stand-alone" license means that the Purchaser is entitled to use the SaaS on one device or workstation.
- "Floating" license means that access to the SaaS is limited at any time to a maximum number of concurrent users for whom valid licenses have been purchased in accordance with this Agreement.
- "Company License" means that the Purchaser is entitled to use the SaaS on several devices or simultaneously at several workstations within his company. Unless the company license expressly specifies the number of devices or workstations, such use is permitted without restriction.
  This does not include the use of equipment and workstations of affiliated companies ("Affiliates") of the Purchaser in accordance with Sections 15 et seq. of the German Stock Corporation Act (AktG). Additional individual licenses or a group license must be purchased for affiliated companies.
- "Group License" means that the Purchaser and its Affiliates are entitled to use the SaaS on multiple devices or at several workstations at the same time. Insofar as the group licence does not expressly specify the number of devices or workstations, use within the purchaser's group is permitted without restriction. The Purchaser is also entitled to use the SaaS within a network or other multi-station computing systems.

6. Freeware, demo, trial or trial versions

6.1. If VS provides the Purchaser with access to SaaS for evaluation, demonstration or testing purposes (e.g. as a demo, trial or trial version), the Purchaser's right to use the SaaS shall be limited to (i) internal use in its company for evaluation, demonstration or testing purposes and, if applicable, (ii) the period determined by VS. Any productive use is strictly prohibited. The right of use expires automatically after the expiry of the period determined by VS.

6.2. The SaaS in accordance with Section 6.1 and SaaS provided free of charge ("Freeware") may be subject to functional restrictions; any use is at your own risk.

6.3. VS does not assume any warranty for the existence of certain properties in the context of provision in accordance with Section 6.1 and in the case of freeware; Clause 12 does not apply.

7. Information storage

7.1 The storage of the customer's data is a prerequisite for the use of SaaS. The Purchaser hereby grants VS the permanent, geographically and

content-unrestricted, non-exclusive, sublicensable and transferable right to such data (including the right to modify and reproduce it) in order to (a) enable VS to provide the SaaS, (b) analyze and improve the services provided, and (c) develop further services. In the event that personal data is processed, the provisions of Section 14 shall apply in addition.

7.2 To the extent that the Purchaser is required to enter or transmit certain parameters to VS in order to use the SaaS (e.g. to trigger actions if these parameters are not reached or exceeded), the Purchaser is responsible for ensuring that the parameters (a) apply and (b) are suitable for the intended purpose.

8. Obligations of the customer

8.1 The contractual use of VS's services is dependent on the fact that the hardware and software used by the Purchaser, including workstations, routers, data communication devices, etc., meet the minimum technical requirements for the use of the currently offered SaaS and that the users authorised by the Purchaser to use the SaaS are familiar with the operation of the SaaS.

8.2 The Purchaser shall establish the data connection via the Internet between the workstations intended for use by the Purchaser and the data transfer point defined by VS at its own expense. VS is entitled to redefine the data transfer point at any time if this is necessary to enable a smooth use of the services by the customer. In this case, the purchaser will establish a connection to the newly defined transfer point. VS assumes no responsibility for any impairment of the transmission or access to data outside VS's sphere of influence (e.g. due to maintenance times or disruptions for which the storage capacity provider, the Internet provider, the network operator, etc. are responsible).

8.3 The customer is obliged to keep the access data provided to him secret from unauthorized third parties and to store them securely against access by unauthorized third parties, so that misuse of the data by third parties for access is impossible. The personal password must be changed at regular intervals. As soon as the Purchaser has indications that the rights of use and access have been unlawfully obtained by a third party or could be misused, the Purchaser is obliged to inform VS of this without delay via [info@mic40.org].

8.4 The Purchaser shall not use the SaaS and the SaaS Software in any way.
misuse or allow to be used, in particular not transmit illegal content. The Purchaser shall also refrain from any attempt to access information or data without authorisation, either by itself or through unauthorised third parties, or to intervene or cause to intervene in programmes operated by VS or to penetrate VS's data networks without authorisation.

8.5 When using the SaaS and the SaaS Software as well as the services subject to the contract, the Purchaser shall comply with applicable law, in particular all applicable laws and legal norms. In particular, the Purchaser is prohibited from posting data or content that violates legal provisions, infringes third-party intellectual property rights or other rights of third parties.

8.6 The Purchaser shall, as far as possible, back up the data and content transmitted to VS regularly and in a manner appropriate to the risk and create its own backup copies in order to ensure that the data and information are reconstructed in the event of loss, in particular it shall use any possibilities provided by VS to secure its data in its original area of responsibility. Before sending the data and information, the customer shall check them for viruses and use state-of-the-art virus protection programs.

9. Remuneration, payment terms

9.1 The amount of the remuneration results from the contractually agreed prices. The price payable for the SaaS may consist of one-time amounts (e.g. set-up fee) and/or recurring amounts (e.g. monthly/annual usage fee) and/or usage-based amounts (e.g. pay-per-use) and/or individual additional fees. Details can be found in the contract and/or the product description.

9.2 The remuneration is exclusive of the statutory value added tax.

9.3 The remuneration for recurring services will be invoiced to the customer by VS in advance for the contractually agreed service period.

9.4 The remuneration is due and payable within 14 days of the invoice date.

9.5 If VS makes the settlement electronically by sending the invoice by e-mail, the Purchaser may request that the invoice be sent by post; further costs (processing and postage costs) may arise for this. In this case, VS will inform the customer of the amount of the costs for sending the invoice.

9.6 VS reserves all rights to the SaaS and the SaaS Software until all due claims of VS against the Purchaser have been settled.

9.7 Offsetting by the Purchaser with counterclaims is not permissible unless the counterclaim is undisputed or legally established.

10. Contract term, duration of the license

10.1 The contract is concluded for the term contractually agreed or specified in the product description. Unless otherwise agreed, the term shall be 12 months and shall be extended thereafter by 12 months (extension term), unless one of the contracting parties terminates the contract with a notice period of three months to the end of the fixed term or an extension term.

10.2 VS may terminate the contract without notice if the Purchaser (a) is in default with the payment of the remuneration or a not inconsiderable part of the remuneration in the amount of an amount equal to the remuneration for six months, or (b) culpably violates these GTC SaaS VS in any other way, unless the breach and its consequences are only insignificant. In these cases, the customer is not entitled to a refund of the remuneration paid for the use. VS shall be entitled to immediately demand an amount in the amount of 75% (seventy-five percent) of the usage fee for the remaining term of the fee-based services offered by VS or a Partner affected by the termination after the termination until the next ordinary termination date, if the Purchaser does not prove that VS or the affected Partner has not suffered any damage at all or that the actual damage is significantly lower than this amount. VS or the partner concerned shall be entitled to prove that the actual damage is higher than this amount.

10.3 In all other respects, the right to terminate for good cause remains unaffected.

10.4 Any notice of termination must be made in writing.

10.5 In the event of a complete termination of the contract, VS shall be entitled to irretrievably delete all data created within the framework of the contract upon expiry of 30 calendar days after the termination takes effect and after the expiry of any statutory retention periods. Regardless of the existence of a contract, VS may be obliged to delete personal data even before that in accordance with the provisions of applicable data protection law.

11. Support

11.1 VS provides a hotline for support in technical questions during its usual office hours, which can be reached by e-mail, feedback form, fax or telephone. The hotline serves solely to support the customer in making use of the services owed by VS under the contract.

11.2 Entering into a separate Service Level Agreement ("SLA") may be a prerequisite for access to support services. Depending on availability, other optional services can also be arranged in these. The support availability, error classes and response times are regulated in the respective SLA.

12. Claims

12.1 VS shall remedy duly complained, reproducible defects in the services to be provided within a reasonable period of time at its discretion or provide the service again. In the case of the use of third-party software that VS has licensed for use by the customer, the liability for defects consists in the procurement and installation of generally available upgrades, updates or service packs via an update.

12.2 The Purchaser shall immediately notify VS of any defects in the services covered by the contract in text form (§ 126b BGB) and shall specify how and under what circumstances the defect or defect occurs and can be reproduced. The Purchaser shall actively support VS in the search for defects by providing suitable documentation (hard copy, screenshots, etc.) and, in particular, shall provide all other necessary documents, data, etc. that VS requires for the analysis and elimination of the defect. If, after examination of a notice of defect by VS, it turns out that the defect did not occur within VS's area of responsibility, VS may invoice the Purchaser for the costs of the inspection at the applicable prices. This shall not apply if the Purchaser could not have recognised that the disruption did not occur within VS's area of responsibility, even if the necessary care had been exercised.

12.3 If, for reasons for which VS is responsible, the subsequent performance fails even within a reasonable period of time set by the Purchaser, the Purchaser may reduce the agreed remuneration on a pro rata basis for the period in which the SaaS was not available to the Purchaser to the extent agreed. The right of reduction is limited in amount to the monthly remuneration attributable to the defective part of the service.

12.4 Strict liability due to initial defects pursuant to Section 536a (1) of the German Civil Code (BGB) is excluded.

13. Liability

13.1 VS is only liable for damages – for whatever legal reasons – only:
  a) in case of intent,
  b) in the event of gross negligence,
  c) in the event of injury to life, limb or health,
  d) in the case of defects that have been fraudulently concealed,
  e) insofar as a guarantee has been assumed,
  f) in accordance with the provisions of the Product Liability Act or
  g) in the event of a breach of an essential contractual obligation.

13.2 If simple negligence violates an essential contractual obligation pursuant to Section 13.1 g), i.e. an obligation the fulfilment of which is essential for the proper performance of the contract in the first place and on the compliance with which a contracting party regularly relies and may rely, as well as an obligation the breach of which jeopardizes the achievement of the purpose of the contract, the obligation to pay compensation is to be based on the contract-typical, foreseeable damage. This also applies to lost profits and other financial losses.

13.3 For all damages arising out of or in connection with this contract and caused by VS, its organs, subcontractors, employees, vicarious agents or auxiliary persons, as well as for all indemnification obligations, the liability of VS in its entirety, regardless of the legal basis but with the exception of the cases referred to in Clause 13.1 a) to f), for all damage

events occurring in the same contract year shall be limited in sum to (i) in the case of a one-time remuneration, the amount of such remuneration, or (ii) in the case of recurring remuneration, the remuneration payable for the relevant contract year; in any case, however, (iii) a maximum of EUR 100,000. If the liability limit is not exhausted in a contract year, this does not increase the liability limit for the following contract year. The contract year in the above sense means the first twelve months from the date of provision in accordance with the contract and each subsequent twelve-month period.

13.4 Subject to the provisions in Section 13.1 a) – f), VS shall not be liable for the loss of Purchaser data insofar as the damage is due to the Purchaser's failure to carry out data backups in accordance with Section 8.6 and thereby ensure that lost Purchaser data can be restored with reasonable effort.

13.5 Insofar as SaaS is provided free of charge, VS assumes no liability for damages resulting from the use of the same, with the exception of the provisions in Section 13.1 a) – f).

13.6 The above exclusions and limitations also apply to the liability of the organs, employees, representatives, vicarious agents, auxiliary persons, affiliates, suppliers and licensors of VS.

13.7 The limitation period for claims for damages against VS is one year to the extent permitted by law, unless the damage was caused intentionally. In the case of claims for damages under the Product Liability Act, the statutory limitation provisions apply.

14. Privacy

14.1 VS and the customer will comply with the applicable data protection law.

14.2 If VS processes personal data as the controller, the details can be found in the data protection information of the respective product. The customer undertakes to make this data protection information known to the data subjects.

14.3 Insofar as VS processes personal data as a processor for the customer, the contractual partners conclude an agreement on order processing in accordance with Art. 28 GDPR. The customer must immediately inform VS of this requirement in text form.

15. Secrecy

15.1 The Purchaser shall maintain secrecy about all confidential information that has come to its knowledge in the context of a contractual relationship or shall only use it with the prior written consent of VS – regardless of the purpose. The information to be treated as confidential includes information expressly designated as confidential by VS and information the confidentiality of which results from the circumstances of the transfer.

15.2 The obligations under Clause 15.1 shall not apply to such information or parts thereof for which the Purchaser can prove that (a) it was known or generally accessible to it before the date of receipt or becomes lawfully known to it by a third party after the date of receipt without any obligation of confidentiality; (b) were known or generally available to the public prior to the date of receipt; or (c) became known or generally available to the public after the date of receipt without the Purchaser being responsible for this.

15.3 The obligations under Clause 15.1 shall also exist for an indefinite period of time after the end of the contract, as long as an exception under Clause 15.2 has not been proven.

16. Force majeure

16.1 VS is exempt from the obligation to perform insofar as the non-performance of services is due to the occurrence of force majeure circumstances after the conclusion of the contract.

16.2 Circumstances of force majeure include, for example, wars, strikes, riots, expropriation, storms, floods, epidemics, pandemics and other natural disasters as well as other circumstances for which VS is not responsible (in particular water intrusion, power failures and interruption or destruction of data-carrying lines as well as technical problems of the Internet beyond the control of VS).

17. Export Compliance

17.1. The Purchaser undertakes to comply with all customs and export control regulations, foreign trade laws and sanctions applicable to the respective business transaction when using, distributing or otherwise making available VS goods. For the purposes of this Agreement, "VS Goods" means the goods, software and technology, including services, provided by VS.

17.2. The Purchaser confirms that it is not directly or indirectly under the control, ownership, or common control of any person, entity or entity that is on a sanctions list. The Purchaser shall inform VS immediately of any changes in this regard.

17.3. Purchaser agrees to provide all information reasonably requested by VS for Export Compliance purposes, including but not limited to information about the end user, final destination, and intended end use. No business transaction is binding on VS until all export licenses and other approvals required for the respective business transaction have been obtained. VS shall not be liable for any delays or non-performance for which the competent authority or the purchaser is responsible, notwithstanding the confirmation of an order or delivery schedule by VS.

17.4. The Purchaser undertakes not to use, distribute or otherwise make available any US Goods (i) for use in connection with the

development, manufacture, handling, operation, maintenance, storage, detection, identification or proliferation of weapons of mass destruction and/or missiles for such weapons and/or (ii) for use in weapons and/or weapon systems.

17.5. If the Purchaser violates any provision of this clause 'Export Compliance', VS shall be entitled to terminate this contract without notice or to withdraw from it in whole or in part. Any claims against the customer remain unaffected by this.

18. Steer

18.1. The remuneration includes any withholding tax.

18.2. If the Purchaser is obliged under applicable tax law to withhold and pay (withholding) taxes on the remuneration to be paid to VS instead of or on behalf of VS, the Purchaser shall be entitled to deduct the corresponding amounts from the payments made to VS. If the customer fails to withhold and pay the necessary withholding and payment of the (withholding) tax, he shall bear all additional costs incurred by VS in this context.

18.3. The Purchaser shall support VS in reducing or reclaiming this (withholding) tax as possible in accordance with the statutory provisions. The Purchaser shall therefore inform VS of such deduction requirements in good time before the deduction of amounts from the remuneration due to a (withholding) tax liability. The Purchaser shall also provide VS with a tax certificate and any other documents requested by VS in order to achieve a reduction or refund of the (withholding) tax. If VS is unable to reduce or reclaim the (withholding) tax because the purchaser did not inform VS in good time about the deduction requirements or did not provide the necessary documents in time, the purchaser must compensate VS for the (withholding) tax incurred.

19. Reservation of amendment

After the expiry of the minimum contract period, VS shall be entitled for the first time to change the amount of remuneration on the condition that it notifies the purchaser of this in writing at least six weeks before the change comes into force. The customer is entitled to an extraordinary right of termination, which takes effect at the time of the price change. VS must expressly point this out in the notification. If the Purchaser does not make use of this within four weeks of receipt of the notification, the change shall be deemed to have been approved.

20. Final provisions

20.1 VS shall notify the Purchaser of any changes to these GTCU SaaS VS in text form or online. In this case, the Purchaser shall have the choice of (i) agreeing to a corresponding amendment to the Contract or, if VS does not offer to continue the Contract under the previous conditions, (ii) choosing the termination of the Contract by VS as soon as possible, whereby Clause 10.4 shall not apply in this case. In the event of a change in the contract pursuant to (i), the new terms and conditions will apply from the date of the declaration of consent. In the event of termination of the contract by VS, the GTC SaaS VS. VS in force prior to the amendment shall apply until the expiry of the notice period, informing the Purchaser of these options and the consequences of his decision upon notification of the amended GTC SaaS VS.

20.2 If any provision of these GTC SaaS VS is or becomes invalid, void or unenforceable, the validity of the remaining provisions shall not be affected. In such a case, the invalid, void or unenforceable provision must be interpreted, reinterpreted or replaced in such a way that the economic purpose pursued by it is achieved. This does not apply if adherence to the contract would constitute an unreasonable hardship for one of the contracting parties.

20.3 These GTC SaaS VS and all obligations arising therefrom are subject to the laws of the Federal Republic of Germany to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods.

20.4 If the customer is an entrepreneur pursuant to § 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law, all disputes arising out of or in connection with the present contract shall be finally settled by three arbitrators appointed in accordance with these regulations in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC). The seat of the arbitral tribunal shall be the seat of the contractual partner of the customer. The language of the arbitration is German or English.

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