General Contractual Conditions of genua GmbH for the Maintenance of Software

1. Applicability of the General Contractual Conditions for the Maintenance of Software

The deliveries, services and offers within the scope of software maintenance by genua shall take place exclusively on the basis of these General Contractual Conditions, which shall be supplemented and specified in more detail in the order confirmation and support certificate.

For additional services that are not included in the scope of service described in number 4 to 9, e.g. purchase or other surrender of software and hardware, installation, adaptation, training, etc. separate General Business Terms and Conditions of genua, or the individual agreements formed between the parties in this respect shall apply.

These conditions are regarded as being accepted, at the latest, with acceptance of services. Counter-confirmations by the customer with reference to his business conditions are hereby rejected.

2. Offer and contract conclusion

2.1. The offers of genua are subject to confirmation and are non-binding. With the order placement, the customer bindingly declares his intention to accept the ordered service. We are entitled to accept the contract offer contained in the placed order within two weeks of receipt by us. Declarations of acceptance and all orders require the written or telefax declaration of genua in order to be legally effective.

2.2. Details in brochures, catalogues and other documents, particularly drawings, pictures, dimensions, weights or other performance data and information are only binding if they are expressly described as "binding" by genua in writing and verbally. This particularly also applies to solution concepts, which genua has prepared prior to placement or acceptance of an order. No liability shall be assumed for the correctness of technical data in third party manufacturers' brochures.

2.3. The sales personnel, distribution or service staff of genua are not authorised to form verbal side agreements or provide verbal assurances, which go beyond the content of the written contract.

3. Regulations regarding support for genudetect

For the support of genudetect, the regulations in numbers 6 and 7 shall apply, under consideration of the following regulations:

3.1. The support for genudetect includes the updating of the IDS software and the operating system, as well as the provision of signatures.

3.2. The support does not include any advice regarding a response to incidents.

3.3. The customer shall not obtain a support certificate.

3.4. Number 7.3 shall not apply.

4. Contract subject matter and support levels

4.1. genua shall assume the maintenance of the computer programmes listed in the support certificate, with the specification of the serial number of the respective system (hereafter referred to as "programmes"), according to the provisions of this contract.

4.2. The following levels of software support exist (ascending, from lowest to highest value):

    a) Update service

    b) Hotline support

    c) Security System Management

4.3. The update service is the basic support to which either the hotline support or the Security System Management can be added. The hotline support and Security Management System support levels respectively require that the customer has purchased the update service. The isolated provision of only the higher value support level is not possible.

5. Subsequent upgrading of the selected support

5.1. It is possible to upgrade existing software support. This can take place by way of a license update associated with a hardware update, the additional agreement of a higher value support level or by supplementation of modules.

5.2. With a hardware update, the updating of the previous software license is always linked with a higher value license. Through this, the existing support contract changes to the respective support that is relevant for the higher value hardware. The reason for this is the fact that the hardware update enables the customer to upgrade his hardware to a higher equipment and performance level. An associated higher support fee is to be accepted by the customer.

5.3. Through the agreement of an additional, higher value support level, the customer acquires a right to the additional services associated with this level. An associated higher support fee is to be accepted by the customer.

5.4. The customer can additionally purchase supplemental support modules to the selected support, for specific additional products, e.g. virus scanners or a high availability option. The modules added to the support contract must have the same support level. A higher support fee associated with the acquisition of a supplementary module is to be accepted by the customer.

6. Scope of the update service

The update service includes the following services:

6.1. The provision of patches to rectify errors that have become generally known, as well as patches that contain expanded functionality of the programmes, to the extent that these patches have respectively been generally released by genua. The provision of patches shall take place by way of data transmission. For this purpose, genua shall grant the customer access to its HTTPS server. The customer shall access patches there at his own expense and import them to his system. The customer shall be notified about the release and availability by genua via e-mail.

6.2. Surrendering of new versions of the programmes after general release by genua. In this respect, the customer shall receive a copy of the new version of data media, as well as installation instructions and a description of new functionalities. As an alternative to surrendering on data media, genua can also effect the surrendering by way of provision for downloading, to the extent that the size of the download is reasonable for the customer. The new publication of the revised manual on the products in respect of the new version can be sourced upon availability against a separate fee that is not covered by the maintenance fee.

7. Scope of hotline support
The hotline support includes the following services:

7.1. Supporting of the customer by providing advice on matters regarding configuration, installation or handling of the system described in the support certificate by serial number, via electronic mail and telephone.

7.2. genua's respective e-mail and telephone hotline is available on working days (Monday to Friday) in Bavaria, between 9:00 a.m. and 5:00 p.m., German time. An initial response by genua within the scope of the above mentioned business hours shall take place within one working day from receipt of the e-mail enquiry.

7.3. For an extra charge, an extension of the hotline hours and a shortening of response time can be arranged. This shall be recorded in the support contract. If the customer operates several associated systems, the respective times can only be defined on a standardised basis for all systems.

7.4. The services provided within the scope of number 7 do not constitute contracted work and labour services in the legal sense.

8. Scope of the Security System Management
The Security System Management includes the following services:

8.1. Importing of patches and new versions of the programmes via data transmission. The cooperation of the customer is usually required on site.

8.2. Importing and configuration of the genua Product software options.

8.3. Recording of alarm messages, evaluation of the same and possible initiation of counter-measures after consultation with the customer.

8.4. Monitoring of the system resources and possible initiation of counter-measures after consultation with the customer.

8.5. Daily integration check of all configuration files by comparing with the centrally stored data.

8.6. Daily analysis of the reports generated by the firewall and possible response to the respective report.

8.7. Configuration adaptation (e.g. Nameserver, Mail, Squid, etc.), as required

8.8. Establishment of DMZs (DeMilitarisierte Zone)

8.9. Support with questions regarding the interaction of other software with the products, e.g. questions on configuration of web-based software, e.g. browsers or e-mail programmes.

8.10. Advice on the expansion or redesigning of the existing installation.

8.11. Security System Management is only possible if genua has free-of-charge access to the systems via data transmission (e.g. via encrypted Internet connection or call-back connection).

9. **Services not included**

Services not included in any of the types of support are:

9.1. Programme creation or programme adaptation to special customer requirements.

9.2. Elimination of errors by genua; warranty obligations from other contractual relationships, particularly from a purchase contract concluded between the customer and genua regarding the system, shall remain unaffected by this.

9.3. Support and advisory services beyond the scope defined in the support types.

9.4. Maintenance services in respect of programmes that are not used under the implementation conditions specified by genua or that have been changed through intervention by the customer that has not been authorised by genua.

9.5. Maintenance of hardware components.

9.6. If necessary, the services mentioned in numbers 9.1 to 9.5 are to be (separately) agreed and remunerated. They are not assessed according to these General Contractual Conditions.

10. **Acceptance of programmes an other cooperation by the customer**

10.1. genua's obligation to provide the contractual maintenance services relates to the respective latest version of the programmes and the directly previous version. If the customer still has an older version installed on his system, genua is entitled to refuse the service and/or – at its option – to carry out the maintenance services against remuneration and the associated extra time and effort.

10.2. The customer is obligated to always immediately import the patches and new versions provided after notification of availability, or after delivery, at his own expense. This shall not apply if these display errors, which are not completely immaterial and that have not been rectified by genua within an adequate period of time. In this case, the customer is entitled to leave the programmes at the previous status and use them in this status, until genua provides a largely error-free programme update.

10.3. The customer is obligated to regularly carry out data backup. This shall include the entire system on which the software is used, the regular backing up of master data and movement data is to be carried out according to the principles of proper data processing.

10.4. To the extent that genua should provide maintenance service via data transmission, the customer shall provide the suitable equipment and programmes at his own expense.

10.5. At the request of genua, the customer shall carry out the use of the e-mail/telephone hotline by two qualified contact persons, to be selected by the customer.

10.6. The cooperation obligations specified in number 10.2, 10.3, 10.4 and 10.5 are material contractual obligations to be carried out by the customer at his own expense. If the customer should not, or not punc-

tually, fulfil his cooperation obligations, genua shall be exempted from providing the maintenance service, with respect to the part of the service affected by the obligation.

11. **Term of contract, cancellation**

11.1. The contractual relationship shall begin at the point in time specified in the support certificate. Something different shall only apply to the support for genudetect. As the customer shall not receive a support certificate in this case, the contractual relationship shall begin with the receipt of the order confirmation by the customer, however, at the latest, with the provision of support services or at the time specified in the order confirmation. The order confirmation shall be regarded as having been received by the customer two days after the date specified in the order confirmation.

11.2. The initial term of the contract shall be one year. The contract shall extend by a respective additional year, if it has not been cancelled with a notice period of three months to the end of the contract year. The cancellation must be in written form in order to be valid.

11.3. The right to extraordinary termination shall remain unaffected. genua shall particularly have the right to extraordinary cancellation if the customer enters into default by more than one month with payment of the fee.

12. **Fee**

12.1. The amount of the annual flat-rate maintenance fee shall be stated in the order confirmation.

12.2. The fee is due and payable as an annual flat-rate fee for twelve months in advance. The maintenance fee is respectively payable fourteen days after the invoice date, without deductions. Regardless of whether provisions of the customer state otherwise, genua is entitled to initially apply payments to its older debts. The customer shall be notified about the type of settlement that has taken place.

12.3. The prices/fee are stated without respective statutory VAT and other possible statutory duties.

12.4. A payment is only regarded as having been made, when genua is able to dispose of the amount. In the case of acceptance of cheques or promissory notes, the payment is only regarded as having been made with their redemption.

12.5. genua shall be entitled to adjust the maintenance fee at the start of a contractual year, in accordance with its general price list. genua shall notify the customer of a change to the fee in writing, at least two months in advance. With an increase on the maintenance fee by more than ten percent, the customer shall be entitled to cancel the contractual relationship to the end of the contractual year, within a notice period of one month from receipt of the notification of increase.

13. **Rights to the surrendered software**

The customer shall receive a right of use to the programmes (patches, new versions) and documentation delivered by genua within the scope of maintenance, pursuant to the contractual conditions underlying the surrendering of the respective contractual software (numbers 10 to 15 of the General Contractual Conditions of genua GmbH for the Purchase of the genua Products), to the extent that special surrender conditions are not included within the scope of maintaining the delivered software.

14. Utilisation and/or export of encryption programmes; customer's exemption obligation

14.1. Products from the genua product family can contain encryption programmes, the export and/or use of which are subject to restrictions, registration or approval obligations, prohibitions or other regulations in European and non-European states, or could be in future. Therefore, genua shall assume no liability or guarantee that these products/the encryption programmes contained therein can presently, or in the future, be used unrestrictedly in national and international data interchange or with export to other states, that they can be unrestrictedly exported there and re-exported from these states into third party states. The above disclaimer does not apply to deliberate acts or gross negligence by genua.

14.2. The customer is responsible for ensuring that with use or export/re-export of the programmes, the respective legal provisions of the respective states are complied with. The customer exempts genua from all claims and costs resulting from genua being claimed upon or becoming subjected to sanctions by third parties/authorities of the respective states, due to an infringement of such legal provisions by the customer.

14.3. With an onward sale of the programmes to a third party, the customer must ensure that the third party exempts genua in the corresponding manner. If the customer should fail to do this, or if the third party should not be able to effect an exemption, the customer shall be liable to genua in place of the third party.

15. Customer's inspection and complaint obligation

15.1. The customer shall inspect items delivered within the scope of this contract, particularly the surrendered programmes, within eight days after delivery/download from genua's HTTPS server, particularly with respect to functionality. Defects that are determined in doing so must be reported to genua in writing within a further eight working days. The complaint must contain a detailed description of the defects. With this, the customer shall follow the instructions of genua regarding problem analysis and error determination, within the scope of what is reasonable.

15.2. Defects that can not be determined within the scope of the described proper inspection must be complained about within eight working days from discovery, with adherence to the above mentioned complaint requirements.

15.3. With an infringement of the inspection and complaint obligation, the object is regarded as being approved, in consideration of the respective defect.

15.4. The customer has the full burden of proof for official claim preconditions, particularly for the defect itself, for the point in time of discovering the defect and the timeliness of the complaint.

16. Warranty for the software surrendered within the scope of software maintenance

16.1. For the duration of the warranty period, genua warrants that the software surrender within the scope of software maintenance possessed the agreed quality upon transfer of risk. An insignificant reduction in value or suitability shall remain disregarded. To the extent that nothing different is offered and confirmed in the order confirmation with respect to individual services, the warranty period shall comprise one year, calculated from transfer of risk. The quality features of the item are fundamentally only agreed to be the product description contained in the order confirmation, as well as the subsequent lis-

ted features. Public statements, promotion or advertising by genua do not represent additional contractual quality features. The software surrendered within the scope of software maintenence shall include the following quality features, regarding which the customer is hereby informed

a) Regarding the product specification, reference is made to the order confirmation, as well as numbers 3 to 9 of these General Contractual Conditions. These definitions are expressly agreed to be quality features.

b) The customer acknowledges that according to the current technical state of development, it is not possible to develop data processing programmes, particularly those that are linked with other programmes or systems, such that they operate completely without errors. According to the state-of-the-art, disruption-free and error-free operation and the complete rectification of all possible errors can not be 100% ensured. The benchmark for the suitability of the programme for the contractual purpose is the general typical business purpose of comparable programmes.

c) In view of the advancing technical development, genua shall not assume any warranty that the security mechanisms integrated into genua Products are currently, or in future, insurmountable for unauthorised parties, particularly that the encryption codes can not be decoded by third parties.

d) genua Products can contain encryption programmes, the export and/or use of which are subject to restrictions, registration and/or approval obligations, prohibitions or other regulations in European and non-European states, or could be in future. genua shall assume no liability or guarantee that these products/the encryption programmes contained therein can presently, or in the future, be used unrestrictedly in national and international data interchange or with export to other states, that they can be unrestrictedly exported there and re-exported from these states into third party states.

16.2. The warranty shall not extend to possible defects due to external circumstances, which can not be influenced by genua. In particular, genua shall not be held liable for defects caused by the behaviour of the customer, his representatives and vicarious agents or third parties.

16.3. To the extent that a defect exists with the delivery object, for which genua is responsible, it is entitled to optionally eliminate the defect or provide a replacement delivery.

16.4. In the case of defect elimination, genua has the option, at its own expense, to demand that

a) the defects be eliminated by way of remote data transmission; for this, the customer must grant access to his systems, in consultation with genua, and support genua with the analysis and elimination through instructions provided by telephone or telefax; the security and confidentiality interests of the customers are to be accommodated in doing so; or

b) the defective delivery object/defective components be shipped to genua for repair and subsequently shipped back to the customer; or

c) the customer keeps the defective delivery object available and a service employee of genua is sent to the customer in order to carry out the repair.

If the customer should require that the warranty work be carried out a location specified by him, genua may comply with this request, whereby parts and components subject to the warranty shall not be charged, while working time and travel costs are to be remunerated at genua's standard rates; with

warranty work abroad, the required travel costs must always be borne by the customer. The customer must immediately grant access to genua for the defect elimination work without unreasonable conditions, upon request, also by way of remote data transmission. The security and confidentiality interests of the customer are to be accommodated in doing so.

genua is entitled to transfer the elimination of defects to a technically competent sub-contractor.

16.5. If genua is not prepared, or not in a position, to provide subsequent fulfilment (defect elimination/delivery of a non-defective item), or if this is delayed, particularly past adequate periods, for which genua is responsible, or if subsequent fulfilment should fail in another way, the customer has the option to rescind the contract (withdrawal) or demand a respective reduction of the purchase price (reduction).

16.6. If the customer should choose withdrawal from the contract, due to a legal or material defect after failed subsequent fulfilment, he shall also be entitled to compensation for the defect. If the customer should choose compensation after failed subsequent fulfilment, the product shall remain with the customer, if this should be reasonable for him. Compensation shall be limited to the difference between the purchase price and the value of the defective item. This does not apply, if genua has fraudulently caused the contractual infringement.

16.7. Other and/or further claims by the customer than those described above are excluded, to the extent that genua is not liable pursuant to numbers 17 to 19 of these General Contractual Conditions.

16.8. If operating, maintenance or care instructions issued by genua are not adhered to by changes being carried out on the products, particularly on the programmes, the software and hardware components of the system that are precisely tuned to one another are separated, parts replaced or other components used, which do not comply with original specifications, any warranty lapses, if the customer does not refute a corresponding substantiated claim that one of these circumstances caused the defect.

16.9. The customer does not receive guarantees from genua, in the legal sense. Manufacturers' guarantees shall remain unaffected by this.

17. Warranty for services provided within the scope of the Security System Management

17.1. The agreed quality shall arise from number 8 of these General Contractual Conditions, in conjunction with the specifications of the order confirmation.

17.2. For the assessment of whether a defect exists, immaterial reductions in value or suitability shall remain disregarded.

17.3. The warranty shall not extend to possible defects due to external circumstances, which can not be influenced by genua. In particular, genua shall not be held liable for defects caused by the behaviour of the customer, his representatives and vicarious agents or third parties.

17.4. genua shall initially be held liable for service defects, at its option, through rectification or new production.

17.5. In the case of defect elimination, genua has the option, at its own expense, to demand that

a) the defects be eliminated by way of remote data transmission; for this, the customer must grant access to his systems, in consultation with genua, and support genua with the analysis and

elimination through instructions provided by telephone or telefax; the security and confidentiality interests of the customers are to be accommodated in doing so; or

b)   the defective delivery object/defective components be shipped to genua for repair and subsequently shipped back to the customer; or

c)   the customer keeps the defective delivery object available and a service employee of genua is sent to the customer in order to carry out the repair.

If the customer should require that the warranty work be carried out a location specified by him, genua may comply with this request, whereby parts and components subject to the warranty shall not be charged, while working time and travel costs are to be remunerated at genua's standard rates; with warranty work abroad, the required travel costs must always be borne by the customer. The customer must immediately grant access to genua for the defect elimination work without unreasonable conditions, upon request, also by way of remote data transmission. The security and confidentiality interests of the customer are to be accommodated in doing so.

genua is entitled to transfer the elimination of defects to a technically competent sub-contractor.

17.6. To the extent that genua should seriously and finally refuse fulfilment, it refuses to eliminate the defect and subsequent fulfilment due to excessive costs, the subsequent fulfilment fails or is unreasonable for the customer, the customer can, at his option, only demand reduction of remuneration (reduction) or rescission of the contract (withdrawal) and compensation within the scope of the liability limitation regulated in number 18, in place of the service.

With only negligible contractual infringement, particularly with only negligible defects, the customer shall have no right to withdrawal.

17.7. To the extent that genua is not responsible for the obligation infringement due to a defect, the customer shall not be entitled to withdraw from the contract.

17.8. The customer's rights arising from defects in the areas of Security System Management shall expire in one year from acceptance of the work, to the extent that nothing different is expressly specified in the order confirmation.

The short limitation period shall not apply if genua can be accused of gross negligence.

17.9. As required by law, with fraudulent concealment of defects or the assumption of a guarantee in respect of quality, further claims shall remain unaffected.

17.10. The customer does not receive guarantees from us, in the legal sense.

18. Liability by genua for the infringement of property rights through the surrendered software within the scope of software management

18.1. genua shall avouch that the surrendered software is free from third party property rights (e.g. patents, copyrights, published patent applications, registered trademarks) that exclude/restrict its use within the area of the Federal Republic of Germany. The obligations resulting for genua from this commitment shall be determined according to numbers 18.2 and 18.3. Liability by genua pursuant to number 19 shall remain unaffected.

18.2. If infringements of property rights should be asserted after conclusion of the contract and the use of the software should be restricted or forbidden, genua is obligated, at its option and at its expense, to either change or replace the software object in the manner such that it no longer falls under the property rights, yet still complies with the contractual conditions, or to effect the right for the customer to use the delivery object in an unrestricted manner, without the burden of license fees.

If genua can prove that this is not possible or not reasonable, due to effects on its business situation, genua shall have a right to withdraw from the contract, unless the customer reaches an agreement with the owner of the property rights, at his own expense.

18.3. genua shall assume the sole and unlimited liability towards third parties due to infringement of property rights. This shall not apply to the infringement of third party property rights, that has been caused by interventions or changes carried out by the customer, which were not previously consented to by genua in writing. genua is particularly obligated to carry out all legal disputes resulting from third party claims against the customer at its own expense.

18.4. The customer is obligated to immediately notify genua in writing if claims have been asserted against him due to the infringement of property rights and to only act in consultation with genua in disputes with third parties.

19. Liability limitation, limitation of actions

19.1. The regulations of this section shall apply to all support levels stated in number 4.2.

19.2. With slight negligence in the infringement of obligations, the liability of genua is limited to the foreseeable, typical contractual, direct average loss, according to the type of product. genua's liability for slightly negligent infringement of obligations and initial impossibility is limited to five times the net purchase price.

This also applies to slightly negligent infringement of obligations by legal representatives or vicarious agents of genua.

19.3. genua is not liable for slightly negligent infringement of immaterial contractual obligations. Furthermore, genua shall only be held liable to an unlimited extent for deliberate acts and gross negligence, as well as for injury to limb, life and health.

19.4. Liability for loss of data is limited to the typical reinstatement costs, which would have occurred with regular and risk-appropriate creation of backup copies, unless the loss was caused deliberately or with gross negligence.

19.5. The above regulations also apply in favour of the genua employees.

19.6. Liability according to the Product Liability Act shall remain unaffected (Article 14 ProdHG).

19.7. Compensation claims by the customer due to a defect shall expire after one year from delivery of the item. This shall not apply if genua can be accused of fraudulent intent.

20. Rights and confidentiality

20.1. genua shall retain rights of ownership and copyright to all brochures, catalogues, images, drawings, calculations, price lists and other documents. The same applies to references obtained from third parties named by genua to the customer.

20.2. The parties are obligated to treat all correspondence within the scope of implementing this contract and all knowledge gained within the scope of the contractual relationship regarding manufacturing or business secrets confidentially.

This particularly applies to such documents and materials that are identified as being "confidential"; prior to passing these on, the express written consent of the identifying party is required.

20.3. The password communicated by genua for access to the genua FTP service is only designated for the management board and the system administration of the customer. The customer shall undertake all precautions in order to prevent disclosure to other – also company members – persons. The customer must immediately notify genua in writing of unauthorised passing on and/or use of the password.

20.4. The above mentioned obligations are main contractual obligations for the customer. With culpable infringement, genua has the right to terminate the contract without notice. Possible compensation claims by genua shall remain unaffected.

The above mentioned confidentiality obligations of the parties do not exist, if mandatory legal obliga - tions exist for submitting the documents to a sovereign authority. In the case that such an obligation exists, the submitted party shall immediately notify the contractual partner regarding the passing on of information to the third party.

21. Information obligation

In the case of an onward sale of the software or individual components, the customer is obligated to notify genua of the name and full address of the purchaser in writing.

22. Assignment, setoff, right of retention

22.1. An assignment of rights by the customer from this contract requires the written consent of genua.

22.2. Offsetting by the customer against the purchase price claim is only possible with acknowledged or leg - ally established counterclaims.

22.3. A right of retention may only be exercised by the customer, if his counterclaim is based on the same contractual relationship.

23. Written form

All agreements that contain a change, supplement or firm establishment of these General Contractual Conditions, as well as specific assurances and agreements are to be recorded in writing. If these are declared by representatives or vicarious agents of genua, then they are only binding if genua provides its written consent by post.

24. Confirmation of notification and acknowledgement

The customer is aware of the use of these General Contractual Conditions by genua. He has the opportunity of noting their content in a reasonable manner.

25. Arbitration clause

25.1. The parties agree that with all differences of opinion arising from, or in connection with, this contract, contract extensions or supplements, which they are not able to settle between themselves, to call upon the Arbitration Office of the

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in order to have the dispute fully or partially, temporarily or finally settled according to its arbitration ordinance, in the version that is valid at the time of initiating the arbitration process.

25.2. In order to facilitate arbitration, the parties mutually waive the objection of limitation of action for all claims from the disputed matter until one month after the end of the arbitration process. The waiver effects a restraint of the limitation of action.

26. Choice of law and legal jurisdiction

26.1. With respect to all legal relationships arising from this contract, the parties agree to the application of the law of the Federal Republic of Germany, under exclusion of all material law or procedural legal standards that refer to the legal ordinance of other states.

26.2. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

26.3. To the extent that the customer is a fully registered merchant within the meaning of German Commercial Code, a legal entity under public law or a special public sector fund, for all disputes arising within the scope of implementing this contract, Munich (Munich State Court I) is agreed to be the legal jurisdiction.

As of: August 2015