

GENERAL TERMS AND CONDITIONS (GTC) GROB-NET⁴INDUSTRY

of GROB-WERKE GmbH & Co. KG, Industriestrasse 4, 87719 Mindelheim (hereinafter referred to as "GROB")

§ 1 Validity of the contractual conditions

- 1.1 GROB offers various software solutions for the digitization and networking of production systems under the business aera GROB-NET⁴Industry. The offer includes the temporary use of such software applications via a telecommunications connection and the option of storing application data. On the basis of the General Terms and Conditions (GTC) applicable to the specific software solutions, the customer is provided with the option of using the required software applications for access via a telecommunications connection as well as storage space for their application data.
- 1.2 The following GTC apply to the business relationship between GROB and the customer, insofar as the customer is provided with the software application GROB⁴Analyze, GROB⁴Analyze plus or the mobile app GROB⁴Line for the use of their respective functionalities for a limited period of time on the basis of a software contract for the respective contract term, the technical facilitation of the use of the respective software GROB⁴Analyze, GROB⁴Analyze plus or GROB⁴Line through the GROB⁴Interface application and the dynamic platform GROB⁴Portal (GROB⁴Analyze/ GROB⁴Analyze plus, GROB⁴Line, GROB⁴Interface and GROB⁴Portal together hereinafter referred to as "applications") as well as the the granting or brokering of rights of use to the aforementioned applications, as well as the provision of storage space for the data generated by the customer through the use of the Applications and/or the data applications (hereinafter referred to as "application data") to the extent agreed in the software contract by GROB in return for for use in return for payment of the agreed fee. "Software contract" in this sense refers to the agreements on the provision of the applications, which refer to these GTC and any other annexes. The specific system requirements for the use of the applications are listed in their respective service descriptions, to which reference is made in the software contract.
- 1.3 In principle, the version of the GTC valid at the time the contract is concluded shall apply. The provisions shall apply accordingly to

- 1.4 pre-contractual relationships. For other deliveries and services of other types (e.g. hardware delivery) by GROB and for other third-party software or hardware, additional or supplementary contractual terms may also apply. For downloading the GROB⁴Line application via a central distribution platform (such as Apple's iTunes App Store; hereinafter referred to as the "distribution platform") and for any payment modalities and costs incurred there, the prices and the terms and conditions of sale and use of the operator of this distribution platform shall apply. Furthermore, separate contractual terms and conditions of the relevant telecommunications services may apply to access to the Internet or mobile network and their use.
- 1.5 Individual contractual agreements shall also take precedence over these GTC. Deviating, conflicting or supplementary GTC shall not become part of the contract unless their validity is expressly agreed.
- 1.6 Entrepreneurs within the meaning of these GTC are natural or legal persons or partnerships with legal capacity who are acting in the exercise of their commercial or independent professional activity when concluding the legal transaction. Customers within the meaning of these GTC are exclusively entrepreneurs.

§ 2 Conclusion of contract

- 2.1 Offers from GROB are subject to change and non-binding, unless the offer is expressly designated as binding. A legal commitment is only established by a mutually signed software contract or by written order confirmation from GROB, and also by GROB starting to provide the service after the applications have been ordered.
- 2.2 Separate contracts must be concluded for deliveries and services of other types (e.g. hardware delivery, software maintenance, installation and parameterization of software, training). The contracting parties are free to conclude such contracts.
- 2.3 The contract is concluded subject to the reservation that GROB will not perform or only partially perform in the event of incorrect or improper self-delivery. This only applies in the event that GROB is not responsible for the non-delivery and a specific covering transaction has been concluded with due care. GROB will make every reasonable effort to provide the services owed under the contract. Otherwise, the consideration will be refunded immediately. In the event of non-availability or only partial

availability, the customer will be informed immediately.

§ 3 Provision of applications and storage space for application data

- 3.1 From the time agreed in the software contract, GROB shall make the applications agreed in the software contract available for use in the current version on a central data processing system or several data processing systems (hereinafter also referred to as "server" in the case of multiple versions) in accordance with the following provisions.
- 3.2 GROB is committed to ensuring that the applications provided
 - 3.2.1 are suitable for the purposes resulting from their respective service descriptions to which reference is made in the software contract,
 - 3.2.2 are free of defects during the entire term of the contract, i.e. are essentially functional as specified in the service descriptions,
 - 3.2.3 are free of viruses and similar malware according to the state of the art - insofar as this falls within GROB's area of responsibility - which render the applications unsuitable for contractual use.
- 3.3 In general, the applications provided are subject to the express restriction that no software or IT infrastructure on the market is 100% secure and 100% free of defects. This is due, among other things, to the large number of viruses in circulation and to the fact that there are always security risks that cannot be countered using the current state of the art. GROB cannot provide any protection per se against improper operation or changes to the relevant applications, against any contamination of software components with computer viruses or other malware, or against other security vulnerabilities for which GROB is not responsible. The applications and systems operated by GROB do not protect against possible infringements of intellectual property or other unlawful activities by third parties - such as cyber attacks/hacker attacks, spying and interception of data or other unlawful data changes and computer sabotage.
- 3.4 Protection against errors from the customer's area of risk, from third-party providers of software and hardware or from other third parties, in particular against errors caused by improper operation

or modification of the applications or third-party software, by contamination of corresponding software or by the use of third-party software. GROB is not responsible for any damage caused by components with computer viruses, the use of unsuitable data carriers, faulty hardware, failure of the power supply or data-carrying lines, errors due to a lack of information security, unsuitable environmental conditions at the place of operation/retrieval of the applications or force majeure.

- 3.5 The scope of the functions of the applications regularly depends on the agreed software and hardware environment. It is expressly pointed out that the trouble-free and unrestricted nature and functionality of the applications is also regularly dependent on the software and hardware components of third-party providers. Any changes in such software components or in the customer's hardware and software environments may lead to restrictions in the functionality of the applications.
- 3.6 GROB shall provide the customer with the number of applications, user names and user passwords agreed in the software contract. All user passwords must be changed immediately by the customer to passwords known only to the customer. Any further security measures and other technical requirements are contained in the service descriptions of the applications.
- 3.7 GROB shall provide storage space on the server for the application data to the extent agreed in the service descriptions from the time of operational provision agreed in the software contract. Further details on storage space and application data are agreed, if necessary, in the software contract and the service descriptions referred to therein.
- 3.8 The transfer point for the applications and the application data is regularly the router output of the GROB data center.
- 3.9 GROB is not responsible for the quality of other necessary hardware and software on the part of the customer or for the telecommunications connection between the customer and GROB up to the transfer point.

§ 4 Server access

- 4.1 GROB provides the customer with the applications with which the customer can access the server for retrieval from the Internet or on a data carrier that can be read at the customer's company.

- 4.2 Access to the server takes place exclusively with the applications provided by GROB; technical or functional details of access and use of the applications are contained in the service descriptions to which reference is made in the software contract.
- 4.3 Beyond the intended use of the respective application, it does not access other data processing systems of the customer. Access to other data processing systems is generally not required for the proper execution of the actual software contract.

§ 5 Technical availability of applications and access to application data, response and recovery times

- 5.1 GROB owes the availability of the applications and application data agreed in the service descriptions for the software contract. The contracting parties understand availability to mean the technical usability of the applications/application data for use by the customer. The specific scope, type and quality of the services offered are determined by the agreements made between the parties in individual cases in accordance with the contractual offer contained in the order and the confirmation thereof by GROB. The quality and functionality are also determined by the corresponding service and product descriptions, which are not to be understood as guarantees. A guarantee is only granted if it has been expressly designated as such.
- 5.2 In the event of a change in the state of the art, GROB reserves the right to make reasonable changes to the services. For reasons of technical progress, security, technical availability and for reasons of stable operation and the integrity of GROB's systems or in order to fulfill the obligation to provide technically up-to-date solutions, GROB reserves the right to switch off or change individual components of the applications, provided that this does not unreasonably restrict the purpose of the contract.
- 5.3 In general, GROB guarantees server availability of 95% on an annual average. This does not include times when the server cannot be reached due to technical or other problems beyond GROB's control (force majeure, fault of third parties, etc.). GROB reserves the right to restrict access to the services if the security of the network operation, the maintenance of network integrity,

this is necessary in particular to avoid serious disruption to the network, applications or stored data.

§ 6 Rights of use

- 6.1 The customer shall have the non-exclusive, non-transferable and non- sublicensable right, limited in time to the term of the software contract, to use the applications in unchanged form within the scope of the agreed type of use only on the devices for which they are intended. The applications may only be used by a maximum of the type and number of authorized users (so-called clients) corresponding to the licenses acquired by the customer.
- 6.2 The customer is expressly not permitted to use the applications beyond the provisions of § 6.1. The customer is therefore generally prohibited from integrating the applications on devices of other third-party providers or other non- contractual machines beyond the generally contractually stipulated intended use. If the customer nevertheless uses the applications beyond the generally contractually stipulated intended use on devices of other t h i r d - p a r t y p r o v i d e r s or other non-contractual machines, reference is also made to § 6.1. 13.3 referred to.
- 6.3 Contractual use includes the installation, loading, display and running of the relevant applications.
- 6.4 The customer is only authorized to reproduce, edit or decompile applications if this is permitted by law and only if the information required for this is not made available by GROB at the customer's request.
- 6.5 The customer is not entitled to reproduce the applications beyond the cases specified in § 6.1 to 6.3 inclusive.
- 6.6 The customer is not entitled to transfer copies or any backup copies of the applications to third parties. In particular, the customer is not permitted to sell, lend, rent or sublicense applications in any other way or to publicly reproduce or make them accessible b e y o n d the contractual use.
- 6.7 If the customer violates any of the above provisions, all rights of use granted under the software contract shall immediately become invalid and automatically revert to GROB. In this case, the customer must immediately and completely cease using the

applications, delete all copies installed on its systems and delete any backup copies made or hand them over to GROB.

- 6.8 The retranslation of the program code into other code forms and other types of reverse engineering of the various production stages of the applications, including program modification for personal use, is generally not permitted.
- 6.9 GROB may terminate the rights under Section 6 for good cause. Good cause exists in particular if GROB cannot reasonably be expected to continue to adhere to the software contract, especially if the customer does not pay the remuneration or significantly violates Section 6.
- 6.10 If GROB makes new versions, updates, upgrades or other new deliveries with regard to the applications during the term of the contract, the above rights also apply to these.
- 6.11 If the rights under Section 6 do not arise or if they end, GROB may require the customer to return the items provided or to provide written assurance that they have been destroyed, as well as the deletion or destruction of all copies of the items and written assurance that this has been done.

§ 7 Further services from GROB

- 7.1 In addition to the applications, GROB shall provide the customer with a user manual and product documentation to the extent required.
- 7.2 The customer is entitled to save and print out the documentation provided, including the manual, and to reproduce a reasonable number of copies for the purposes of this contract, while retaining any existing proprietary rights notices. In all other respects, the restrictions on use agreed under § 6 shall apply accordingly.
- 7.3 Further services by GROB, which are to be remunerated separately, can be agreed at any time, in particular training on the applications or services for the adaptation and further development of the applications according to the wishes and needs of the customer. Such additional services are regularly provided against reimbursement of the proven expenses at GROB's generally applicable price calculations at the time the order is placed.

If the customer wishes to make use of such services, he shall request them separately. GROB is only obliged to provide the service once acceptance of the order has been confirmed to the customer. For this purpose, GROB will send the customer a written order confirmation within a reasonable period of time. GROB regularly provides such services only during normal business hours; these are Monday to Friday 8.00 a.m. - 4.00 p.m. ("Service time").

§ 8 Maintenance and care

- 8.1 Upon receipt of a fault report regarding the applications, GROB will immediately begin to analyze the fault and then rectify it within a reasonable period of time. The period between the receipt of a fault report by GROB and the notification by GROB to the customer of how to proceed is the "response time". GROB will rectify any faults within a reasonable period of time, taking into account the respective response time ("rectification time"). Reasonable is the period within which GROB can analyze and eliminate the reported malfunction without culpable delay, taking into account the order situation and the availability of suitable employees.
- 8.2 If it is foreseeable that critical or significant disruptions cannot be eliminated within a reasonable period of time, GROB will provide a workaround. The provision of the work around does not release GROB from the obligation to remedy the original disruption as quickly as possible.
- 8.3 GROB is entitled to provide maintenance and servicing services by means of remote maintenance or remote diagnosis, provided this does not represent a disadvantage for the customer, in particular does not exceed the time frame for the provision of the corresponding services on site, there are no risks to IT security and the technical requirements are met at the customer's premises.

§ 9 Hotline/Helpdesk

- 9.1 During service hours, GROB provides a hotline for receiving fault reports and rectifying simple faults. GROB enables the use of the hotline for telephone acceptance of any fault reports, application problems or other difficulties in connection with application processes.

(available 24 hours a day) and/or by e-mail to
info.service@grob.de.

§ 10 Data backup

- 10.1 As a matter of principle, the customer himself must take appropriate precautions for data backup so that the data from the databases, which are held in machine-readable form, can be reproduced with reasonable effort.
- 10.2 GROB can provide the customer with a complete copy of all application data on standard data carriers (backup) at regular intervals at the customer's written request for a separate fee. Further details on this are to be agreed separately between the parties.

§ 11 Rights of the customer to any databases created

- 11.1 If and to the extent that a database or several databases are created on GROB's server during the term of the software contract, in particular through the compilation of application data, as a result of the customer's activities permitted under this contract, the customer shall be entitled to all rights thereto. The customer remains the owner of the databases even after the end of the contract.
- 11.2 GROB retains a simple, geographically unrestricted, transferable right for an unlimited period of time to the application data that is anonymized, to process this data for internal purposes, to transfer it for statistical evaluations, to use it for market research purposes, to gain knowledge to improve its own services and for technical administration. The anonymized data will in no case be associated with the personal data. This excludes the possibility of drawing conclusions about a specific person.

§ 12 Remuneration

- 12.1 The fees agreed in the software contract shall apply. Remuneration shall be owed plus VAT at the applicable statutory rate. The remuneration for the services to be provided for the granting of use with regard to the applications and the provision of storage space is generally made up of a basic flat rate and usage-dependent monthly remuneration in accordance with the software contract. The basic flat rate is payable from the initial provision of the applications for a basic contract term in accordance with the software contract. The subsequent monthly

fee is payable for each commenced month of use. The monthly fee is due for the first calendar month following the basic contract term from the time of further operational provision of the applications. The monthly fee is due in advance on the third last working day of the preceding calendar month. If the customer has justifiably terminated the contract for cause, the remuneration shall be reduced pro rata temporis.

- 12.2 GROB is entitled to increase the usage-dependent monthly fees appropriately to compensate for increases in personnel and other costs. GROB will notify the customer of these price increases in writing or by e-mail; the price increases do not apply to periods for which the customer has already made payments. If the price increase is more than 10% of the previously agreed prices, the customer is entitled to terminate the contract with a notice period of 3 months to the end of a calendar month; if the customer exercises this right of termination, the non-increased prices will be charged until the termination takes effect. GROB will inform the customer of this right of termination together with each announcement.

§ 13 Duties and obligations of the customer

- 13.1 The customer is obliged to inspect the applications p r o v i d e d by GROB or have them inspected by a specialist immediately after they are made available and to report any defects detected, giving a precise description of the fault. The customer must thoroughly test the intended use of the applications before commencing productive use.
- 13.2 The customer must promote the proper use of the applications through active and appropriate cooperation. The customer must provide GROB with the information and data necessary for the proper provision of services. The customer is responsible for ensuring that the technical requirements for the use of the applications are met, in particular with regard to the hardware and software used, the connection to the Internet and up-to-date browser software. In particular, the customer must carry out regular data backups and use up-to-date virus protection software. GROB is not liable for virus damage that could have been prevented by the use of appropriate software or other security measures.
- 13.3 Insofar as the customer uses applications beyond the generally contractually intended use in breach of the contract to read out

data from devices of other data from devices of other third-party providers or other non machines that are not in accordance with the contract, such use shall be the sole responsibility of the customer. The customer must ensure that such access to these devices or machines takes place in a legally permissible manner. The customer is solely responsible for ensuring that the collection, processing and use of such data obtained from these devices or machines is lawful.

13.4 The customer must always observe the applicable law of the Federal Republic of Germany, in particular data and youth protection regulations, criminal law provisions and these GTC. In particular, the customer is obliged to

13.4.1 to protect the access data and corresponding identification and authentication mechanisms from access by unauthorized third parties and not to pass them on to such third parties;

13.4.2 rights of third parties, in particular copyrights and ancillary copyrights, trademark rights, patent rights and other property rights and personal rights;

13.4.3 not to run any applications that could lead to a change in the physical or logical structure of the networks, such as viruses.

13.5 Insofar as the customer provides for the collection, processing and use of personal data in the context of the use of GROB's contractual services without this already being permitted under applicable data protection regulations or other legal provisions, the customer must obtain the necessary consent from the person concerned. Personal data is data that contains information about the personal and factual circumstances of an identified or identifiable person.

13.6 GROB is released from the obligation to provide maintenance and administration services to the customer, without this having any influence on the obligation to pay the agreed remuneration, if the customer refrains from installing the current or previous version and the supplied problem solutions for the applications, unless the versions or problem solutions are faulty. The customer is responsible for the installation of software updates in his own systems.

- 13.7 The customer shall notify GROB immediately if applications do not work properly. The customer must describe the circumstances of the occurrence of the error and the effects specifically and in writing.
- 13.8 The customer shall take appropriate precautions for data backup so that the data from the databases, which are kept available in machine-readable form, can be reproduced with reasonable effort.
- 13.9 GROB may require that, in the event of defect reports, the symptoms that have occurred, the application components and the system and hardware environment be observed in detail and reported (using forms provided by GROB), stating information useful for remedying the defect, such as the number of users affected, a description of the system and hardware environment and any simultaneously loaded third-party software, and documents. GROB may also demand that any malfunctions identified be made available in reproducible form on a suitable data carrier.
- 13.10 If the customer becomes aware of misuse of his access data or the identification and authentication mechanisms, he must inform GROB immediately. In the event of misuse, GROB is entitled to block access to its services. The block can only be lifted by written request from the customer. The customer is liable for any misuse for which he is responsible.

§ 14 Blocking of access

- 14.1 GROB reserves the right to delete information from servers and to block user accounts if these GTC are violated. In the event of a breach of applicable laws, GROB is entitled to forward the relevant information to the responsible government authorities.
- 14.2 GROB reserves the right to temporarily block access to the agreed services in whole or in part if and to the extent that the customer uses these services unlawfully or breaches the essential obligations set out in these GTC, in particular if the customer fails to pay the remuneration or significantly breaches Section 6. The customer shall be informed of this immediately in writing or by e- mail.

§ 15 Exemption

GROB is not responsible for the customer's own content. In particular, GROB is not obliged to check the content for possible legal violations. The customer indemnifies GROB against all justified claims asserted by third parties against GROB due to the infringement of their rights and for which the customer is responsible. In this respect, the customer also assumes the costs of GROB's legal defense, including all court and legal fees in the amount of the statutory fees. The customer must grant GROB an appropriate advance for this.

§ 16 Data security, data protection

- 16.1 The contracting parties shall observe the applicable data protection regulations, in particular those valid in Germany, and shall oblige their employees deployed in connection with the contract and its implementation to maintain data secrecy in accordance with Section 5 BDSG, unless they are already generally obliged to do so.
- 16.2 If the customer collects, processes or uses personal data, it warrants that it is authorized to do so in accordance with the applicable provisions, in particular those of data protection law, and indemnifies GROB against third-party claims in the event of a breach.
- 16.3 GROB will only collect and use customer-related data to the extent required for the performance of this contract. The customer agrees to the collection and use of such data to this extent.
- 16.4 The obligations under § 16.1 to 3 shall continue to apply beyond the end of the contract as long as application data is within GROB's sphere of influence.

§ 17 Secrecy

- 17.1 Information to be treated confidentially is information expressly designated as confidential by the contracting party providing the information and such information whose confidentiality is clearly evident from the circumstances of the transfer.
- 17.2 There is no information to be treated confidentially if the contractual partner receiving the information proves that it is

- 17.2.1 was known or generally accessible to him before the date of receipt;
 - 17.2.2 was known or generally accessible to the public before the date of receipt;
 - 17.2.3 became known or generally accessible to the public after the date of receipt, without the contractual partner receiving the information being responsible for this.
- 17.3 The contracting parties shall maintain secrecy about all confidential information that has come to their knowledge in the context of this contractual relationship or use them only with the prior written consent of the other contracting party vis-à-vis third parties - for whatever purpose.
- 17.4 The obligations under § 17.3 shall continue to exist beyond the end of the contract for an indefinite period of time, as long as an exception under § 17.2 is not proven.

§ 18 Maintenance and warranty

- 18.1 GROB warrants that the contractually agreed quality of the applications will be maintained in accordance with the software contract and in accordance with these GTC during the term of the contract and that no rights of third parties conflict with contractual use. GROB will remedy any material defects and defects of title in the applications within a reasonable period of time.
- 18.2 The customer is obliged to notify GROB in writing of any defects in the applications as soon as they are discovered. In the case of material defects, this shall be done by describing the time of occurrence of the defects and the more detailed circumstances. Any defects in the services owed by GROB will be rectified immediately after the customer has described the defect. If GROB is unable to rectify the defect within a reasonable period, the customer may demand a pro rata reduction. This does not apply if the defect is due to circumstances for which the customer is responsible, in particular if he does not fulfill his obligation to cooperate. In the event of repeated significant defects, the customer may also terminate the contract without notice. Further rights of the customer remain unaffected.
- 18.3 GROB does not provide the customer with any guarantees in the legal sense, unless expressly agreed otherwise.

- 18.4 The content placed in the infrastructure provided by GROB, if applicable, is third- party content. The legal responsibility in this respect lies with the customer.
- 18.5 According to the current state of technology, data communication via the Internet cannot be guaranteed to be error-free and/or available at all times. GROB therefore accepts no liability for technical defects for which it is not responsible, in particular for the constant and uninterrupted availability of the databases and their content or for the complete and error-free reproduction of any content posted by the customer.
- 18.6 GROB⁴Line may use the open interfaces offered by third parties for locating a mobile device and the GPS, WLAN or radio cell data offered in this context to locate the user. Depending on the user's location, their trouble-free location may be impaired. GROB does not guarantee that the user's location will be completely correct and uninterrupted and is not liable in this respect if the user's position cannot be determined or cannot be determined correctly due to external circumstances beyond GROB's control. This includes, in particular, if the user is located in a place where no wireless network is accessible via the user's mobile device or if correct location is not possible due to other circumstances related to the user's position.

§ 19 Liability, limits of liability

- 19.1 GROB accepts no liability for the uninterrupted availability of systems or for system-related failures, interruptions and malfunctions of technical equipment and services for which GROB is not responsible. In particular, GROB is not liable for disruptions to the quality of access to its services due to force majeure or due to events for which it is not responsible. This includes in particular strikes, lockouts, lawful internal industrial action and official orders. This also includes the complete or partial failure of the communication and network structures and gateways of other providers and operators required for GROB's own service provision. GROB is entitled to postpone the services incumbent upon it for the duration of the impeding event plus a reasonable start-up period. GROB accepts no liability for insignificant interruptions. Furthermore, GROB is not liable for errors from the customer's sphere of risk or that of other third parties, in particular errors caused by improper operation or modification of the applications or other third-party software, contamination of corresponding software components with computer viruses, use of

unsuitable data carriers, faulty hardware, failure of the power supply or data-carrying lines, errors due to inadequate information security or unsuitable environmental conditions at the location where the applications are operated.

- 19.2 In the event of slightly negligent breaches of duty, liability shall be limited to the foreseeable, direct average damage typical for the type of goods. This also applies to slightly negligent breaches of duty by GROB's legal representatives or vicarious agents. GROB is not liable for slightly negligent breaches of insignificant contractual obligations. GROB is liable, however, for the breach of legal positions of the customer that are essential to the contract. Legal positions that are essential to the contract are those that the contract must grant the customer according to the content and purpose of the contract. GROB is also liable for the breach of obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may rely.
- 19.3 The above limitations of liability do not apply to claims by the customer arising from guarantees and/or product liability. Furthermore, the limitations of liability shall not apply in the event of fraudulent intent, breach of material contractual obligations or physical injury or damage to health attributable to GROB or loss of life of the customer.
- 19.4 GROB is not liable for the loss of data and/or programs insofar as the damage is due to the fact that the customer has failed to carry out a data backup and thereby ensure that lost data can be restored with reasonable effort.

§ 20 Term, termination

- 20.1 The contractual relationship initially has a term of 12 months from the conclusion of the contract. If the contract is not terminated at the end of this term with a notice period of 3 months, it shall be extended by a further year in each case. Extraordinary termination remains unaffected by this provision. In particular, GROB may terminate the contract without notice if the customer is in arrears with payment of the prices or a not insignificant part of the prices for two consecutive months or, in a period extending over more than two months, with payment of the fee in an amount equal to the fee for two months.
- 20.2 Upon termination of the contractual relationship, the customer

shall be given the opportunity to make the application data stored by him and any other stored data available to him on a permanently readable, mobile and audit-proof data carrier.

- 20.3 In addition, GROB may, at the customer's request, make all data stored by the customer available to a third party designated by the customer on a standard data carrier or by means of remote data transmission. The customer is obliged to reimburse GROB for the necessary and proven costs incurred.
- 20.4 Upon legal termination of the contract, the customer is obliged to return all data carriers with the applications to GROB and to delete all copies on its own data processing equipment.

§ 21 Amendment of the GTC

- 21.1 GROB reserves the right to amend these GTC at any time, subject to a reasonable notice period of at least six weeks. GROB shall notify the customer of any such changes in text form.
- 21.2 If the customer does not object, the amended terms and conditions shall be deemed accepted. In the event of an objection, the contract shall continue unchanged with the previous terms and conditions, but GROB shall be entitled to terminate the contract with due notice.

§ 22 Final provisions

- 22.1 The contractual relationship shall be governed by German substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 22.2 The possible invalidity of individual provisions of the software contract shall not affect the validity of the remaining content of the contract.
- 22.3 The exclusive place of jurisdiction for all disputes arising from the software contract is the registered office of GROB, unless another place of jurisdiction is prescribed by mandatory law.