General Terms and Conditions of PartSpace GmbH for the "PartSpace" software

PartSpace GmbH, Ulrichsbergerstraße 17, Gebäudeteil F, 94469 Deggendorf ("Provider"), offers a cost and supplier analytics software ("Software") that enables the "User" to identify individual production components ("Products") on the basis of design data uploaded by him ("Design Data") and to obtain information on a quantity-dependent price and possible suppliers. The use of the software is governed by the following "Terms of Use":

1 Subject matter of the agreement, conclusion of contract

1.1 The subject of the Terms of Use is the use of the Software by Users.

1.2 The contract with the user is concluded by the sending of an offer by the provider and acceptance by the user (together "order").

1.3 The Software may only be used for commercial purposes by entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). Insofar as natural persons are involved, they must be of legal age.

1.4 The conclusion and processing of contracts for the delivery of products by suppliers is not possible via the software.

1.5 It is not part of the provider's obligations to check the suitability of the products for the specific purpose of use. This is the sole responsibility of the user. The provider is also not responsible for the ability of suppliers to deliver and for compliance with prices.

1.6 The functional scope of the software is set out in the service description ("Service Description") currently available at the time of the User's registration.

1.7 The Provider may provide additional functionalities, but the User is not entitled to them unless this is agreed in the order.

1.8 These Terms of Use shall also apply to future contracts between the parties, unless expressly agreed otherwise and unless a more recent version of the Terms of Use is included in the contract.

1.9 The Terms of Use, the service description and any other terms and conditions agreed in the order or otherwise individually (together "Agreement") shall apply exclusively. General terms and conditions of the user that conflict with, supplement or deviate from this Agreement shall only become part of the Agreement if and to the extent that the Provider has expressly agreed to their validity in text form. This requirement of consent shall apply in any case, in particular even if the provider performs the contractual services to the user without reservation in the knowledge of the user's general terms and conditions, irrespective of whether the user has referred to the validity of his general terms and conditions.

2 Obligations of the user to co-operate

2.1 The User shall provide the Provider with the information, data, content and documents required for the provision of the services on the portal and shall also perform all other necessary acts of cooperation. The User shall bear all expenses associated with the provision of co-operation services.

2.2 The user and his employees are in particular obliged to enter correct and complete user data. This applies in particular to the user's name, company name, address, gender, telephone number and e-mail address ("user data"). The Provider has the right to demand that the User immediately submit documents proving the authenticity of the User Data.

2.3 The User shall be solely responsible for its IT infrastructure and for the Internet connection required for use and shall bear all necessary expenses.

2.4 If the User does not or does not properly fulfil the required obligations to cooperate, the Provider's obligation to provide services shall lapse to the extent and for the period in which the provision of services depends on the prior fulfilment of the User's obligations to cooperate. The Provider shall be entitled to demand compensation for any additional expenses incurred as a result of the User's failure to co-operate or delay in doing so.

2.5 The Provider is authorised to use subcontractors for the provision of all services. Any deviating data protection regulations between the parties shall remain unaffected.

3 Delivery

Delivery of the software shall be deemed to have taken place as soon as the Provider provides the User with access.

4 Rights to the software

4.1 The Provider grants the User a worldwide, non-exclusive, non-transferable right, limited to the term of the contract, to use the software for its own purposes, i.e. for information about and the procurement and/or sale of product(s), to the extent agreed. The right of use is limited to using the software cloud-based on servers of the provider or third parties commissioned by the provider. The Provider remains the owner of the rights to the software.

4.2 The user may not use the software for purposes other than those specified in the agreement and must protect the software from unauthorised access by third parties. Without limiting the generality of the foregoing, the User is in particular not permitted (i) to use the Software or parts thereof for purposes other than for the processing of its own data, (ii) to distribute the Software or parts thereof to third parties without the prior written consent of the Provider, to sell, resell, lease, rent, lend or otherwise transfer, sub-licence or assign rights to the software or parts thereof, (iii) to disclose the software or parts thereof or make it available to third parties or allow persons other than users to access it in any way, (iv) to modify, supplement, alter or adapt the Software, (v) to reverse engineer, decompile, translate, disassemble or disassemble data formats that are part of the Software and/or otherwise attempt to determine the source code of the Software or parts thereof (except in cases where this is permitted under mandatory statutory provisions); (vi) make copies of the Software or any part thereof to the extent agreed, (vii) use the Software for the development of a competing product or service, (viii) disable any licence management system or security mechanism provided with the Software, (ix) access or use the Software to provide data processing or batch processing services to others, (x) remove, alter or conceal any proprietary or copyright notices, trademarks or other distinctive signs of the Provider or third party rights holders.

4.3 The statutory rights of the User pursuant to Section 69d (2) and (3) and Section 69e of the German Copyright Act shall remain unaffected, provided, however, that (i) any decompilation of the software pursuant to Section 69e of the German Copyright Act may only take place after prior written request to the Provider in which the Provider requests the necessary information and the

Provider does not provide the necessary information within two weeks, and (ii) the parties enter into a corresponding confidentiality agreement.

4.4 In the event that the software infringes third-party rights, the Provider shall, at its own expense and at its own discretion, either procure the necessary rights of use for the User or modify the contractual services in such a way that they no longer infringe third-party property rights. If the provider is not in a position to procure the necessary rights of use or to modify the contractual services accordingly, it shall be entitled to terminate the agreement. Further rights of the user remain unaffected.

4.5 If a claim is asserted against the User due to an infringement of third-party rights and the Provider is responsible for this, the Provider shall indemnify the User against these claims within the scope of the provision under 14. and shall reimburse the User for the costs of legal defence in accordance with the statutory fees, provided that the User (i) informs the Provider immediately of the claim, (ii) does not take any actions towards third parties that could have an impact on the legal dispute (e.g. an acknowledgement or (iii) provides the Provider with appropriate support in the legal defence and (iv) allows the Provider to determine and implement the legal defence strategy, in particular by selecting lawyers and drafting pleadings. The user shall make the necessary declarations for this purpose. The Provider shall take the User's interests into account appropriately.

5 Availability

5.1 The Software shall be available to the User on average 97% of the calendar year ("Availability Time"), provided that the Software is used as contractually agreed. The availability time is calculated on the basis of the "total time", i.e. 365 days x 24 hours, less downtime in accordance with 5.2, divided by the total time and multiplied by 100 per cent, as follows:

$$\frac{\text{Total time} - \text{downtime} \times 100}{\text{Total time}}$$

5.2 The "Downtime" is the time during which the Software is not available, whereby times caused by the following or comparable circumstances do not count as Downtime:

5.2.1 Announced maintenance work in accordance with 6.1;

5.2.2 unforeseeable, urgent maintenance work, e.g. to eliminate security vulnerabilities;

5.2.3 force majeure or other events beyond the control of the Provider that were not foreseeable and could not be prevented by the Provider, in particular strikes, lawful lockouts, special weather conditions, power failures, traffic disruptions, fire damage, epidemics and pandemics (in particular COVID-19), changes in the law and official decrees as well as operational disruptions or supply difficulties, insofar as they are not the fault of the Provider ("force majeure");

5.2.4 third parties who are not subcontractors of the Provider;

5.2.5 the User or the software or hardware used by the User or the Internet connection. This also applies to software whose use the Provider has arranged and/or whose connection the Provider enables through interfaces;

5.2.6 the delayed reporting of faults and downtimes by the User.

5.3 The User must inform the Provider immediately of any downtimes that were not caused by announced maintenance work.

5.4 The User shall bear the burden of presentation and proof for any shortfall in the availability time.

6 Maintenance, security

6.1 The Provider is entitled to carry out regular maintenance work, but will endeavour to keep interruptions to a minimum. The Provider shall inform the User at least one week prior to the start of the work. In urgent cases, for example to eliminate security vulnerabilities, the Provider may shorten the notice period or, if not otherwise possible, commence maintenance work without prior notice. If prior notice is not possible, the User must be informed immediately after the work begins.

6.2 The Provider shall use state-of-the-art virus scanners and firewalls to prevent unauthorised access to the software and the intrusion of harmful data. If a risk cannot be eliminated otherwise with reasonable effort, the provider is authorised to delete harmful data. The Provider shall inform the User of this as early as possible.

6.3 There are no maintenance obligations with regard to any third-party software connected via interfaces.

7 User content, backups

7.1 The Provider enables the User to upload and store data on the Software, some of which, depending on the User's choice, may also be accessible to other Users ("User Content").

7.2 The User grants the Provider an irrevocable, non-exclusive, transferable, geographically unlimited and temporally limited right of use to the User Content for the term of the contract, which includes all actions necessary for the processing of the User Content on the Software. The right of use includes in particular the right to copy, distribute and make available to the public as well as other public reproduction.

7.3 The Provider is in no way responsible for checking the User Content. The User alone is responsible for the User Content, irrespective of whether he has entered it himself or enabled a third party to do so and irrespective of whether the entry by the third party is permitted under the Agreement. In particular, the user must ensure that the user content is correct and complete and contains all information that may be relevant to the products. The user must make any changes to the software without delay. The following provisions shall also apply to the User Content:

7.3.1 The User must ensure that the User Content does not violate or infringe any statutory provisions and/or third-party rights, in particular the intellectual property of third parties, their personal rights, competition law or data protection law provisions.

7.3.2 Should the User violate the obligations under 7.3.1, the Provider is entitled to demand that the User deletes infringing content. If necessary, the Provider is authorised to delete the infringing content without prior notice. Furthermore, the user shall indemnify the provider against any third-party claims arising from the infringement, reimburse the provider for reasonable legal defence costs and provide the provider with all information, documents and declarations required for the legal defence. Deviating data protection regulations remain unaffected in the event that personal data is affected.

7.4 The user is responsible for making backups of his data. The Provider shall back up the data appropriately, but points out that the software does not serve as a backup solution. The User is therefore responsible for adequate data backup.

7.5 Insofar as the Provider is responsible for a loss of data, liability is limited to the typical recovery costs that would have been incurred if regular backup copies had been made in accordance with the state of the art. The limitation of liability according to 14. remains unaffected.

8 Updates

The provider is authorised, but not obliged, to install updates to the software. The provider is authorised to adapt and change the functions of the software in line with technical progress, provided that the scope of services agreed in the agreement is not restricted as a result.

9 Support and response time

9.1 The Provider shall only offer support services by e-mail in the event of malfunctions.

9.2 The User shall immediately report faults and downtimes not caused by announced maintenance work by e-mail and ensure that the following information is provided:

9.2.1 Description, date and time of the malfunction,

9.2.2 affected functionality,

9.2.3 provisional categorisation of priority in accordance with 9.4,

9.2.4 measures already taken to remedy the incident.

9.3 At the request of the Provider, the User shall provide any further support and information required to rectify the fault.

9.4 If the User has reported a fault in accordance with 9.2, the following target response times ("response times") shall apply:

Level	Priority	Description	Response time
1	Critical	All functionalities are completely unavailable.	8 hours
2	High	Individual functionalities are completely unavailable	12 hours
3	Medium	Important functionalities are impaired	24 hours
4	Low	Other minor errors and general support requests	72 hours

9.5 If a reasonable workaround is available or is provided by the Provider, the fault shall be deemed to be of priority level 4.

9.6 If, in the Provider's opinion, the User's categorisation of priority is not correct, the Provider shall decide on the priority level at its reasonable discretion (Section 315 BGB).

9.7 The Provider shall begin processing the fault within the applicable response times. Times outside the usual service hours (Monday to Friday from 9 a.m. to 5 p.m. CET/CEST with the exception of public holidays in Bavaria) shall not be taken into account in the calculation.

9.8 The Provider shall not be obliged to rectify the fault within the response times, but shall use its best endeavours to rectify faults as quickly as possible and shall keep the User regularly informed of the progress of fault rectification.

9.9 The Provider is not responsible for delays in fault rectification for which the Provider is not responsible, in particular for lack of co-operation on the part of the User.

10 Registration

The Provider reserves the right to delete data from incomplete registrations, rejected registrations and from users who do not use the software for a longer period of time. In the latter case, the provider shall inform the user of the planned deletion in text form beforehand. If the user then resumes use, the cancellation shall not take place.

11 Contract term, extension and end of contract

11.1 The agreement begins with the confirmation of registration by the Provider and has the term of twelve months ("initial term") as agreed at the time of registration, unless otherwise agreed. The agreement shall be extended by a period corresponding to the initial term ("extension period") if it is not terminated by one of the parties with four weeks' notice to the end of the initial term. This applies accordingly to the end of each extension period.

11.2 The right of the parties to terminate the agreement extraordinarily for good cause remains unaffected. § Section 543 para. 2 no. 1 BGB shall not apply.

11.3 Cancellation must be in text form. If the cancellation is made by e-mail, it must be sent to the address info@PartSpace.

11.4 After the termination of this agreement, the provider will delete the user data in text form at the request of the user. The provider will comply with this unless he has a legitimate interest in storing the data for a longer period of time, e.g. in the event of legal disputes.

12 Remuneration, price adjustment

12.1 The user is obliged to pay the remuneration agreed in the order. It is due monthly in advance.

12.2 Payment of the usage fee shall be made annually or monthly on account or by direct debit, depending on the agreement made during registration.

12.3 Unless otherwise stated on the invoice in favour of the user, the price (without deduction) is due for payment within ten days of receipt of the invoice.

12.4 If a limitation of the scope of use has been agreed (e.g. the limitation of users) and the user exceeds this scope, the provider is entitled to demand additional remuneration, which is calculated on the basis of the prices agreed between the parties.

12.5 All prices are net prices and do not include the applicable value added tax.

12.6 If the User defaults on payment of the agreed remuneration, the Provider is entitled, in addition to the statutory consequences of default, to block the software for the User until payment has been made in full.

13 Warranty

13.1 The statutory warranty provisions shall apply with the exception that the Provider shall not be liable, regardless of fault, for damage that already existed when the software was provided (Section 536a (1) BGB) and the User's right to rectify defects himself is excluded (Section 536a (2) BGB).

13.2 The Provider's warranty shall not apply in the event of defects which are due to the fact that

13.2.1 the User or its employees have used the software improperly

13.2.2 the user has not co-operated or has not done so in good time,

13.2.3 the user's system environment or hardware is not suitable for use of the software.

13.3 In the event of a defect, the Provider shall have the right to rectify the defect twice before the User can assert further statutory warranty claims. The provider must be given a reasonable period of time to remedy the defect. A reasonable period shall be at least four weeks.

13.4 The User is obliged to notify the Provider immediately in text form of any defects in the software in such a way that the Provider is able to reproduce the defect. The Provider is not responsible for any damage incurred by the User because he has reported a defect late.

13.5 In the case of insignificant defects, warranty claims are excluded.

13.6 The Provider is not responsible for third-party software. The Licensor shall only be responsible for the interoperability between the Software and the third-party software to the extent that the provision of an interface has been agreed in writing and a defect affects the functionalities of this interface.

13.7 The user shall only be entitled to any claims for damages in accordance with the provisions under 14.

14 Liability

14.1 The liability of the Provider for payment of damages and reimbursement of expenses is excluded, unless otherwise regulated in the following provisions.

14.1.1 The exclusion of liability does not apply to damages caused by culpable breach of a material contractual obligation in a manner that jeopardises the achievement of the purpose of the contract. Material contractual obligations are those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely. However, liability is limited to the damage typical for the contract, the occurrence of which each contracting party had to expect based on the circumstances known to it at the time. With regard to this typical contractual damage, the liability of the provider for property damage and resulting further financial losses is limited to an amount of EUR 50,000.00 per claim.

14.1.2 Furthermore, the exclusion of liability does not apply to damages resulting from injury to life, limb or health that are based on a negligent breach of duty by the provider or its legal representatives or vicarious agents.

14.1.3 The exclusion of liability does not apply to damages resulting from an intentional or grossly negligent breach of duty by the provider or its legal representatives or vicarious agents.

14.2 Insofar as the provider's liability is excluded or limited, this also applies to the liability of the provider's legal representatives, employees and vicarious agents.

14.3 If the provider has given a guarantee for the quality of the software, the content of this guarantee shall not be affected by the above limitation of liability.

14.4 Liability under the Product Liability Act remains unaffected.

15 Force majeure

Neither party shall be liable for damage caused by force majeure (5.2.3). In cases of force majeure, the affected party shall be released from its obligation to perform for the period during which it is prevented from performing by the force majeure. The affected party shall notify the other party of the occurrence and cessation of the force majeure and shall use its best endeavours to minimise its effects.

16. limitation period

All claims arising from and in connection with this agreement against the provider and/or its legal representatives, employees and vicarious agents, in particular claims for defects, claims for damages or claims for reimbursement of expenses, shall become time-barred after one year, irrespective of whether they are contractual or statutory claims. The commencement of the limitation period shall be governed by the statutory provisions. The limitation period shall not apply in cases of (i) intent, (ii) gross negligence, (iii) breach of a material obligation within the meaning of clause 14.1.1, (iv) personal injury and (v) liability under the Product Liability Act, (vi) fraudulent concealment of a defect. The user's right to rectification of defects remains unaffected during the term of this agreement.

17 Confidentiality

17.1 Each party shall maintain secrecy about all confidential information disclosed to it by the other party, shall not use it for purposes other than the fulfilment of the Agreement and shall not disclose it to third parties or make it accessible to third parties. "Confidential information" is all information that one party ("disclosing party") discloses to the other party ("receiving party") in the context of the (pre-)contractual cooperation or of which the receiving party has otherwise gained knowledge, provided that (i) it has a commercial value, (ii) there is a legitimate interest in keeping it confidential and (iii) it is either labelled as confidential or the confidential nature results from the nature of the information or the circumstances of the disclosure. Confidential information includes customer lists, designs, documentation, programming, source code of the software and access data to the software.

17.2 The parties are authorised to pass on confidential information to their own employees, insofar as these are subject to confidentiality obligations that are essentially equivalent to the obligations regulated in this agreement. For the Provider, this also applies to disclosure to subcontractors.

17.3 Confidential information pursuant to 17.1 shall not include information of which the receiving party proves that

17.3.1 it is generally known or readily accessible to persons in the circles that normally deal with this type of information

17.3.2 it becomes generally known or readily accessible to persons in the circles that normally deal with this type of information after disclosure by the disclosing party, without this being due to an act or omission of the receiving party in breach of duty;

17.3.3 the disclosing party has waived its protection in writing;

17.3.4 it has received the information by means other than through co-operation with the disclosing party, without being subject to a confidentiality obligation;

17.3.5 it has developed it independently of the Confidential Information of the Disclosing Party;

17.3.6 it has obtained the information by observing, examining, reverse engineering or testing a product or item that has been made publicly available, without prejudice to any protection under copyright law.

17.4 In the event of disclosure due to an official or judicial order or a legal obligation, the other party shall be informed prior to disclosure to the extent and as soon as permissible. The parties shall support each other in preventing disclosure to the extent legally possible.

17.5 Further obligations under data protection law shall remain unaffected.

17.6 The confidentiality obligation shall survive the term of this Agreement and shall end with respect to the Confidential Information when such Confidential Information is no longer confidential without breach of this Agreement or other breach of law. Legal or contractual obligations to delete or return data earlier or to keep data permanently secret shall remain unaffected.

18 Data protection

18.1 The parties undertake to comply with the applicable data protection regulations.

18.2 The parties are aware that the storage of the User's personal data on the Provider's hardware constitutes order processing in accordance with Art. 28 GDPR. The parties have therefore concluded the order processing contract attached as an annex.

19 Final provisions

19.1 The User is not authorised to transfer the Agreement or any rights arising from it to third parties without the written consent of the Provider. The User is prohibited from assigning or pledging claims arising from this Agreement to third parties unless the User has a legitimate interest in doing so.

19.2 The User may only offset claims of the Provider against undisputed or legally established counterclaims. The same applies to the assertion of a right of retention by the User.

19.3 Amendments to the agreement must be made in writing. This also applies to the amendment of this written form requirement.

19.4 Should a provision of the agreement be or become invalid, this shall not affect the validity of the remainder of the agreement. The invalid provision shall be replaced by a provision that comes as close as possible to the invalid economic provision. This shall also apply in the event of a contractual loophole.

19.5 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

19.6 If the user is a merchant within the meaning of the German Commercial Code or a special fund under public law, the exclusive place of jurisdiction shall be Deggendorf