

General Terms and Conditions for SnowSat Products and Services

These General Terms and Conditions apply for all contractual services associated with the SnowSat software, the SnowSat platform and all SnowSat IT services of Kässbohrer Geländefahrzeug AG, Kässbohrer Straße 11, 88471 Laupheim, and their use.

Hereinafter, this company is referred to as KGF.

These General Terms and Conditions also apply for all group companies, licensed dealers and other service providers of KGF if they are rendering contractual services performed by KGF.

All contract offers and tenders are made to companies within the meaning of art. 14 *BGB* [German Civil Code] in conjunction with art. 310 *BGB* exclusively.

The General Terms and Conditions of KGF as last updated at the time of conclusion of the agreement shall apply to all services rendered by KGF in the field of information technology, including but not limited to the sale of hardware and of software, the leasing of hardware and software, support services for hardware and software, cloud and platform services, exclusively.

They shall also apply to any information, consultations, additional services and all software derivatives associated with the above services.

Additional or deviating arrangements must be made in writing on principle. This also applies to any amendments of the requirement of the written form.

Deviating, conflicting or supplementary general terms and conditions of the customers or their representatives shall not apply, not even as shrink wrap or click wrap conditions or other forms of boiler-plate conditions.

A delivery of software, the set-up of platform access and/or the rendering of services also shall not be deemed an implied acceptance of general terms and conditions of our customers/suppliers.

KGF will store all contractual documents; upon request, the customer will be provided with copies.

The General Terms and Conditions can be downloaded from www.SnowSat.com.

KGF is entitled to update these General Terms and Conditions at its reasonable discretion according to art. 315 *BGB* in line with general business operations.

The following General Terms and Conditions are structured as follows:

- Part A: General part
- Part B: Special terms and conditions for software as a service "SnowSat Platform"
- Part C: Special terms and conditions for IT hardware sales
- Part D: Special terms and conditions for hardware leasing
- Part E: Special terms and conditions for software licensing
- Part F: Special terms and conditions for system support for software and hardware
- Part G: Special terms and conditions for data processing according to art. 28 GDPR

Part A: General part

1. Conclusion of agreements

In the event of an order, the customer is bound to their contractual offer for 14 days. The agreement is concluded if KGF has confirmed it in writing and/or by fax or e-mail or if the service has been rendered within these 14 days. The orders are stored by KGF. In the event that the contract documents are lost, KGF can make them available to the customer.

All information provided by KGF, including but not limited to the information included in brochures, on websites and in handouts, are binding only if set down in an agreement. Specific offers indicated as such are also non-binding. Only upon placement of an order it is deemed a written offer for conclusion of a corresponding agreement. An agreement is concluded only if KGF confirms the offer or renders the services.

If services are rendered without an order confirmation or agreement, the invoice and/or the bill of delivery is deemed the order confirmation based on KGF's applicable General Terms and Conditions.

2. Specification of services

The versions as last updated shall apply on principle with regard to the specifications of software, the platform, data processing centre, services and other products in handouts, analogue and digital documents and/or online and web catalogues. Older documents, also in a digital form, websites and all information provided online and in web catalogues automatically lose their validity as soon as a version that had been updated more recently is transmitted to the customer or is provided online.

KGF reserves all rights of exploitation under title and copyright for cost estimates, product briefs, specifications of services and other similar documents with technical specifications without any limitations; they may be made available to third parties with KGF's consent only and must be returned or destroyed at KGF's request if no agreement is concluded.

3. Prices and payment conditions

Prices do not include VAT on principle. Unless agreed otherwise, the prices are based on the price list of KGF's licensed dealer applicable at the time of conclusion of the agreement if it did not change within three months before the delivery date. Such change of the price list is valid if a significant change of the cost factors on which the price calculation is based has occurred. KGF is entitled to adjusting the price list to a reasonable extent in line with the effect of the specified cost factors.

In the event that binding master agreements with agreed prices were concluded, the right to make price adjustments also applies after a minimum term of 2 years of the master agreement. If KGF has concluded leasing agreements or other continuing obligations, including but not limited to agreements on the use of the SnowSat platform, the right to make price adjustments shall apply accordingly. In this event, KGF will disclose the calculation of the factors increasing the price at the customer's request.

On principle and except when otherwise stipulated, all prices do not include any ancillary services, including but not limited to installation, customisation, commissioning, training, instruction, support services, transport and packaging and other expenses within the scope of application for the customer.

Our services for installation and customisation and other application support services are invoiced as rendered at an hourly rate, with the hourly rates being based on our respective applicable price list with the listed volume discount.

Invoices are due immediately upon receipt without any deductions.

In the event of a defect, the customer only has a right of retention to a reasonable amount based on the nature of the defect and the impairment of use.

If any payment dates due are exceeded, default interest to the amount of 1.5% a month shall be payable without an additional reminder. In the event of default, all granted discounts and other rebates shall cease to apply.

The customer may only set off counterclaims which are undisputed or titled. The prohibition of set-off shall not apply to claims for compensation under a reciprocal contractual relationship.

If it turns out that a product brief or other specifications may only be implemented with a disproportionate effort, KGF is entitled to submit a supplementary offer based on the contractual price calculation if a lump sum price was agreed. The corresponding contractual supplementary agreement is also deemed concluded if the customer does not object to the offer within a reasonable period of time within 2 weeks the latest and KGF has implemented the relevant specifications.

4. Usage rights

Subject to other contractual arrangements and special contractual provisions according to the special terms and agreements for individual services according to these General Terms and Conditions, the following usage rights shall apply to all IT services provided by KGF, including but not limited to the delivered software, including the associated software derivatives, any and all customisation work, documentations and other documents in analogue and digital form, individual coding, platform software, cloud systems, logs, concepts, interfaces, consulting services, operating systems and all other services rendered within the scope of the contractual relationship protected by copyright:

KGF grants to the customer a non-exclusive usage right to all works indicated in paragraph 1 above which is irrevocable for the term of the agreement and is restricted to the agreement's object in regard to time and place. The scope of the usage rights with regard of the number of users depends on the scope of the license ordered pursuant to the relevant licensing model. On principle, the usage rights are granted for the purpose of the customer's own company and within the scope of the purpose of the agreement only.

A transfer of the usage rights is admissible within a group of companies only; sub-licenses may not be granted in any case.

Any assignment to third parties, renting, tenancy, leasing, software as a service is excluded. The supply of source data is excluded. Any editing, re-engineering and/or other processing of the software is prohibited.

Any form of reverse engineering is excluded. The same applies for any form of translation or disassembly of the software or any other attempts at reading the source code of the software. The prohibition of reverse engineering or changes to the software shall not apply if the customer is allowed to do so pursuant to applicable law, i.e. among others due to the Directive for Interoperability of Software or the implementing legislation in the member states.

Customers are also not allowed to render services for third parties using KGF's software products; such third parties also include group companies.

Any other form of marketing, digitalisation, online provision or other public disclosure of the results for any other than the purpose of the agreement is excluded.

The usage right includes the right to create interfaces for software of other manufacturers if it is included in the respective manufacturer's terms and conditions of use.

If a group license is granted, it is valid for all group companies at the time of conclusion of the agreement. Group companies retroactively joining an agreement is excluded. In this case, KGF will submit a supplementary offer.

The customer may also have the usage rights including the documentation exercised by a third party for the purpose of its use as a data processing centre operator in a different

location and not in the systems belonging to the customer or its group companies for the purpose of the agreement of the customer or its group companies, including the rights for backup and recovery systems.

KGF is obligated to grant user licenses subject to the conditions indicated in the service price to partner companies of the customer integrated in the business workflow within the scope of its operating models in exchange for a separate consideration only. All terms and conditions of the respective customer agreement shall apply to such licenses.

For third-party software products, the manufacturer's usage terms and conditions shall apply exclusively.

Within the scope of the platform services, the terms and conditions of use of the platform operator and data processing centre service providers shall apply in addition to the licensing terms and conditions indicated above.

5. Licensing model

In the event of a leasing license or in the event of platform usage rights being granted, all usage rights are limited to the term of the agreement. KGF is willing to convert a leasing licence into an indefinite license if the customer pays a purchasing fee to be negotiated by the parties. This shall not apply to platform software services.

The usage right is valid for the number of users agreed in the project agreement. The users are no-name user licenses. Access is limited to such persons working at the customer's company.

All users must be registered with KGF with a user ID and password.

6. Software backup

The customer may copy the software onto all forms of state-of-the-art backup and recovery systems within the scope of the agreed purpose of the agreement. The customer must include the copyright or owner information in their exact form in all copies of the software and attach the copyright information to any mobile data carriers onto which the software is copied. All copies are also subject to the licensing conditions hereunder.

7. Open source software

At all times, KGF is allowed to use open source software in software development for the purpose of fulfilling the agreement if the license terms and conditions of the respective OSS allow such use and do not conflict with the license terms and conditions of the agreement.

8. Subcontractors

At all times, KGF is entitled to use subcontractors for rendering the services, even without the customer's consent. KGF will take an objection of the customer into consideration if legitimate interests of the customer with regard to anti-trust law are affected or any other conflict of interest is present which does not exclude the risk of proper fulfilment of the agreement.

9. Data transfer to third parties

Data will only be transferred to third parties if it is also necessary within the scope of fulfilment of the agreement and/or the customer has given its consent to it.

Personal data and technical or company data may also be used by other companies acting on behalf of KFG or within the scope of business partnerships with KGF ("third parties"). They may be both companies of the KFG group of companies or external companies and/or partners.

Under certain circumstances, it may be necessary to transmit personal and/or company data with regard to the application for, execution and/or termination of the business relationship and data about actions in breach of contract and fraudulent actions to credit rating agencies.

The legal basis for such transmission is art. 6(1) b and art. 6(1) f of the General Data Protection Regulation. Investigations based on art. 6 (1) f of the General Data Protection Regulation may only be performed if necessary to protect legitimate interests of the credit rating agency or of third parties and if the interests or basic rights and liberties of the affected person requiring protection of personal data do not take precedence.

The exchange of data with credit rating agencies is also intended to comply with legal obligations for the performance of credit score checks of customers, art. 505 a of the German Civil Code and art. 18 a of the German Banking Act.

Under certain circumstances, the credit rating agency may use the data to determine the score to provide contractual parties in the European economic area and in Switzerland with information they may use to assess the credit rating of natural persons, among others.

KGF may also transfer the data to credit rating agencies to prevent criminal activities. The legal basis for such transmission is art. 25 h German Banking Act, art. 6(1) a, b and f of the General Data Protection Regulation. Such data may only be transferred based on art. 6 (1) of the General Data Protection Regulation if necessary to protect legitimate interests, and if the interests or basic rights and liberties of the affected person requiring protection of personal data do not take precedence.

The exchange of data is also performed to comply with legal obligations for the execution of credit rating checks according to art. 505 a *BGB* and art. 506 *BGB*.

Under certain circumstances, it may also be necessary to transfer customer data to service providers for the collection of accounts receivable and/or to legal counsellors, experts and associated service providers.

Furthermore, it is possible that data are transferred for the purpose of tax and financial reporting.

10. Performance deadlines

Deadlines defined on the basis of intervals commence as of sending of the order confirmation the earliest. Without a reminder, KGF only falls into arrears if a delivery deadline at a specific calendar day confirmed to be binding in writing is not met. In this event, the customer has to grant to it a reasonable respite of at least 4 weeks.

Furthermore, delivery and performance deadlines only commence upon clarification of all delivery specifications and the fulfilment of all contractual co-operation obligations of the customer if it is obligated to make an advance payment.

Force Majeure events, unforeseeable circumstances and other unforeseeable disruptions of operations of KGF or its suppliers which could not be prevented despite all the care reasonable to be expected according to the circumstances of the event by KGF or its upstream suppliers cause the delivery deadlines to be postponed by an appropriate period of time, including an appropriate start-up period.

In these events, KGD is released from its performance obligations if delivery is not possible within an appropriate respite.

If KGF has concluded an appropriate congruent covering transaction with service providers with the required care for fulfilment, KGF does not have to deliver if the upstream supplier cannot deliver and KGF may not be held responsible for this. KGF shall immediately notify the customer of such circumstances and immediately repay any fees already paid if applicable.

KGF may refuse the delivery if it becomes aware of facts which cause the customer's consideration to be considered at risk due to its lack of capability and/or solvency after concluding the agreement. In this event, delivery is made only if the customer makes an advance payment or provides appropriate collaterals.

KGF is entitled to fix an appropriate respite for the customer to make an advance payment or provide collaterals and to withdraw from the agreement after such respite has expired. Fixing a respite is not necessary if the customer has wilfully or negligently concealed any facts which were already known to it at the time of conclusion of the agreement or which it was not aware of due to negligence

11. Information provided by the customer to KGF

The customer is liable for the accuracy and timeliness of its data and other information provided for the preparation of offers, product briefs and tender documents and/or other specifications. The customer shall bear all additional costs incurred due to incorrect or belated information, even if it is not responsible for such information.

12. Reservation of title

Delivery of hardware and all other material assets performances are made under reservation of title. The respective delivered goods remain the property of KGF until all delivered goods and accounts receivable incurred from services already rendered have been paid in full. KGF undertakes to surrender all collaterals to the extent by which the value of the collaterals exceeds the accounts receivable to be secured by more than 20% at the customer's correspondent request. The choice of the collaterals to be surrendered falls to KGF.

In the event of resale of contractual goods, the customer hereby assigns its account receivable and its ancillary rights to KGF by way of security. Apart from cancellation, which is possible at any time, the customer is entitled to collect the assigned account receivable.

While KGF is still in possession of the title, it is entitled to check the proper handling and storage of the goods on site at any time and to retrieve them after fixing a respite if indicated, without this implying a withdrawal from the agreement.

The customer shall bear all expenses for a necessary retrieval of the goods; this also applies for possibly delivering them again.

All usage rights to software and all software derivatives are granted subject to the condition subsequent that the agreed and due licensing price is paid in full and in due time.

13. Extraordinary right of termination in the event of a continuing obligation

All parties may terminate a continuing obligation for cause without notice.

The extraordinary termination for breach of contract remains unaffected. Any termination without notice must have been preceded by a reminder fixing an appropriate respite.

If the party entitled to termination has been aware of the circumstances legitimising the extraordinary termination for more than 30 business days, it may no longer base the termination on such circumstances.

14. Withdrawal from the agreement

If the customer does not accept a performance rendered in due form or if the customer already declares that it will not accept such performance prior to its completion, whether literally or in words to that effect, also by failure to reply to a corresponding written request, KGF may withdraw from the agreement without any further reminders and may demand compensation for the damage incurred instead of payment.

In the event of withdrawal of KGF from the agreement brought about by the customer, including but not limited to the event of default of payment or any other rescission of the agreement caused by the customer, KGF is entitled to compensation of damages and settlement of expenses.

KGF is entitled to a lump sum compensation for non-fulfilment to the amount of 20% of the net order volume. KGF shall receive full compensation in the incurred amount for expenses made as a result of the agreement, such as e.g. transport to and from the customer's site and assembly costs, etc.

The hourly rate for each employee and the lump sum travel expense compensation are set down in the respective applicable price list of.

This provision also applies in other cases of these General Terms and Conditions according to which the customer has to bear any costs.

KGF is free to provide evidence of and claim higher damage instead of the lump sum rates for compensation of damages; likewise, the customer also has the option to declare and provide evidence that the damage incurred by KGF is lower than the lump sum or that no damage was incurred at all.

If the customer is in arrears of acceptance of hardware and other material deliveries, it has to pay the incurred storage costs after a default of more than 14 days.

15. Acceptance

In the event that software created according to this agreement and/or customising work and/or individual coding including installation and configuration in the available system environment are completed, KGF advises the customer of the performance's readiness for acceptance.

The customer may then check it for readiness for acceptance within 4 weeks or may demand a formal acceptance date within 14 days the latest.

If the customer does not indicate any defects of the subject of the agreement in writing within 14 days and/or does not require a formal acceptance date, the performance is deemed accepted after expiration of the term as of advice of readiness for acceptance.

If an acceptance date takes place and defects are found, KGF is entitled to correct such defects pursuant to the provisions according to art. 17 of these General Terms and Conditions, general part.

16. Warranty

KGF warrants that all performances within the scope of the agreement, including but not limited to all hardware and software including all software derivatives, all customising work and individual coding, the platform technology and all other IT services hereunder are in line with the accepted codes of computing and the current state of the art. The warranty period and the period for assertion of any other claims due to defective performance is 1 year. The period starts as of acceptance; if it is not provided for in the agreement or required by law, it starts as of the completion of the rendered performance. All agreements on continuing obligations are subject to the provisions set down in the part of special conditions of these General Terms and Conditions.

Warranty is excluded if the customer makes changes to the software or customisation work and/or the system environment, unless the customer provides evidence that such changes did not cause the reported defects.

Warranty is limited to remedy of defects or substitute delivery at KGF's option. A release change is also admissible for substitute delivery. It is reasonable to expect that the customer will accept some waiting time if a release change will take place in an appropriate period of time. If a supplementary performance fails, the customer shall allow KGF to make two other attempts for supplementary performance within an appropriate period of time.

If two attempts of supplementary performance are not successful, the supplementary performance is deemed to have failed. A right of withdrawal is excluded if only a minor defect is present.

The customer must advise any complaints due to incomplete or incorrect performance or any complaints due to obvious or normally identifiable defects within 14 days as of receipt of the products or completion of the services the latest. If the customer does not advise KGF within due time, it shall be deemed an unconditional approval.

With the exception of personal injury if KGF has acted with gross negligence, further claims of the customer, including but not limited to consequential damages due to a defect, are excluded. This includes but is not limited to KGF not being liable for damages that have not occurred at the delivered item itself.

KGF is entitled to refuse supplementary performance until the customer has paid a part of the total sales price appropriate in consideration of the present defect, including but not limited to that of components free of defects. If the customer reports to KGF a defect which is not a defect or has been caused by the customer itself, the customer is liable to KGF for the expenses incurred if it has acted negligently.

The warranty lapses in general if products of KGF are not used as intended and under extraordinary operating conditions and/or no KGF spare parts are used, in case of improper maintenance, including but not limited to breach of maintenance instructions, or if the products are handled or used improperly in any other manner.

17. Liability

KGF is liable for damages incurred by injury to health, life or body in the event of wilful intent, gross and ordinary negligence of its legal representatives and/or its vicarious agents. KGF is liable for other damages incurred by contractual or non-contractual breach of duty only in the event of gross negligence and wilful intent of its legal representatives and/or vicarious agents unless essential or material obligations of the agreement were breached.

In the event of breach of essential or material obligations, KGF is also liable in the event of ordinary negligence but only for damages foreseeable at conclusion of the agreement. Art. 17 hereunder applies in the event of consequential damages due to a defect.

KGF is not liable for the provision of information or consultation unless it is expressly part of the agreement. On principle, the provision of information and consultation within the context of handling an order is a non-essential contractual duty for which liability is restricted to gross fault and foreseeable damages. If a liability pursuant to the above paragraphs exists, it is limited to the claims covered by KGF's general liability insurance. This also applies for all other claims for compensation of damages arising from art. 17 hereunder.

Exclusions of liability pursuant to these General Terms and Conditions do not apply for claims arising from the *Produkthaftungsgesetz* [German Product Liability Act].

18. Change request

The customer may demand written changes and amendments of the agreed scope of performance only if their implementation is deemed acceptable and feasible for KGF and subject to the following requirement:

If the execution affects the basic contractual provisions, including but not limited to reimbursement, deadlines, subject of the agreement, KGF will submit a supplementary offer based on the previous contractual pricing and provide a new project schedule if necessary.

The change to the agreement is established upon confirmation or if the customer does not object to the new offer and KGF renders the service.

19. Customer's duty to collaborate and system requirements

The customer's duty to collaborate consists of making all contributions required for proper performance of the agreement by KGF, including but not limited to providing information, data, documents, hardware, hardware environment, documentation of the customer's own software and operation systems, granting access to its premises and providing equipment and tools.

The customer is obligated to perform all collaborative actions in due time, fully and free of defects.

The configuration of its own IT systems for the use of the platform software is also the customer's responsibility. KGF offers its support for this task. Such support is not included in the agreed lump-sum price and overheads.

The use of the service by the customer as agreed depends on the hardware and software used by the customer, including work place computer stations, routers, data communication equipment, etc., meeting the technical minimum requirements for the use of the offered versions of SnowSat software and/or the SnowSat platform. They are summarised in the "SnowSat – IT and GIS requirements" document and are provided to the customer prior to conclusion of the agreement.

On the one hand, the document contains the customer's comprehensive obligations to provide information, and it further describes various IT and GIS requirements and other special duties to collaborate for the customers which are essential for implementing the SnowSat system.

Upon conclusion of the agreement, the customer declares its readiness to fulfil all obligations to provide information arising from it and to meet the IT and GIS requirements and all other obligations to comply with all parameters provided in the document.

The customer bears full responsibility for this.

KGF is willing to support the customer in the implementation. However, such support is never included in the calculated prices but is an additional service invoiced as rendered at an hourly rate on principle.

If the customer fulfils one of the obligations hereunder incompletely, belatedly or insufficiently, the customer shall bear the additional expense incurred on KGF's part due to it. Furthermore, all warranty, liability and other commitments and guarantees lose effect.

Compliance with the "IT and GIS requirements" document is a major obligation of the customer; the indicated legal consequences take effect even without fault.

20. Communication hardware

Furthermore, the installation, operation and maintenance of communication hardware for the transmission of data from the KGF vehicles or vehicles from third-party manufacturers for the use of certain SnowSat systems can be required.

In this case, the customer is responsible for the procurement, installation, maintenance and proper operability of the hardware. KGF offers the appropriate services and products outside of the SnowSat agreements for delivery, installation, maintenance and servicing.

Otherwise, only such hardware and software meeting the minimum requirements indicated in the software documentations may be employed to use KGF's services.

21. Confidentiality and copyrights

The customer is obligated keep confidential all information and knowledge it obtains within the scope of the co-operation, including but not limited to business and trade secrets, of a possible technical, commercial or organisational manner, as confidential and not to transfer them to third parties nor to make them accessible in any other manner during the time of and after termination of the contractual relation.

If copyrighted documents, objects and other information passed on or transferred within the scope of the contractual relationship are subject to copyright. KGF is entitled to all copyrights.

KGF's customers pledge to keep strictly confidential the copyrighted documents and other information of KGF and not to copy, reproduce, disclose or distribute them, provide access to them to third parties in any other way and/or make third parties aware of them in any other way.

This obligation shall survive a termination of the business relationship.

Legal and regulatory disclosure obligations shall remain unaffected by the above provisions.

All documents provided by KGF for which transfer of ownership is not included in the subject of the agreement also remain physical property of KGF.

If new developments are performed with the customer's contribution, KGF is entitled to all rights to development results on principle.

If the customer shares in the development of results in co-operation with KGF or with its involvement in any manner and if the customer obtains copyrights and/or joint copyrights or other industrial property rights, also held jointly, the customer grants to KGF a non-exclusive, sublicensable transferrable indefinite usage right to such development results in perpetuity throughout the universe in all media now known or hereafter devised in every aspect free of charge if legally admissible. The right includes but is not limited to editing, reworking, processing, duplication, sublicensing and all online rights.

This provision also applies for all documentation of the development results and files in all forms and other know-how.

Third parties within the meaning of this paragraph also include the customer's group companies.

22. Data protection

1.

KGF complies with the data protection regulation and collects, processes and uses the customer data only if permitted or required by law or another legal provision. By placing an order, the customer consents to KGF using the data for the purpose of executing the agreement, its termination, the improvement and enhancement of KGF products, services or possibly for order processing by subcontractors.

KGF undertakes to effectively safeguard all information and data of the customer according to the state of the art from unauthorised access, changes, destruction or loss, unauthorised transfer, other unauthorised use and other misuse. It will comply with all provisions and measures pursuant to the currently generally recognised state of the art for safeguarding the customer's data.

2.

All other provisions regarding data protection are set down in KGF's privacy policy.

23. Termination of the agreement

Upon termination of a business relationship, the customer is obligated to return all items, documentation and other things the customer has received in connection to execution of an agreement from KGF and where their transfer of ownership was not included in the object of the agreement. Upon termination of the agreement, all usage rights to the aforementioned documents and other work subject to copyright granted by KGF in connection with the agreement are also terminated unless the usage rights were granted in perpetuity.

24. Contact escalation levels

At the request of the respective other party, the parties appoint in writing a main contact for the purpose of de-escalation, including but not limited to events causing disturbance of the basic provisions; such main contact is authorised to make statements that are legally binding for the party or may bring about such statements within 6 business day after receiving written notice of the circumstances and the need for a decision from the other party's main contact.

If coordination at the main contacts level is not achieved within 12 business days as of advice of the circumstances and the need for a decision, the instance is immediately submitted to the parties' respective management or the representatives appointed by it. This escalation level should come to a final decision within a period of another 12 business days after receiving notice of the instance.

The escalation period indicated above does not delay the reaction, performance, replacement period or other periods agreed inclusively hereunder.

25. Applicable law, place of jurisdiction, partial invalidity

1. These General Terms and Conditions and all legal relationships between KGF and the Principal are subject to German law. As far as mandatory consumer protection rights are concerned, the law of the member state in which the customer has its habitual residence shall apply.

2. The German version of the General Terms and Conditions takes precedence over the English version of the same if differences in interpretation due to their language are present in individual cases.

3. If the customer is a merchant within the meaning of the German Commercial Code, a corporate body under public law or a special fund under public law, Ulm (Danube) is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, KGF is also entitled to file a suit at the principal's domicile.

26. Consumer conciliation and out-of-court dispute resolution

KGF is not willing to take part in dispute resolution procedures before a consumer conciliation body pursuant to the Act on Alternative Dispute Resolution in Consumer Matters (VSBG).

The European Union has set up an online platform for the out-of-court resolution of consumer disputes. The online platform is intended to serve as a point of contact for out-of-court resolution of disputes concerning contractual obligations arising from online purchase contracts. The platform can be found at <https://ec.europa.eu/consumers/odr/>.

27. Special terms and conditions

The standard software leasing, hardware leasing, standard software sale, hardware sale, individual coding, customising work, service and maintenance, software support services and platform usage rights are performed as separate contractual services on principle. The following special terms and conditions of KGF apply for the aforementioned services in addition and take precedence over the above terms and conditions if they are not in accordance with them.

Part B: Special terms and conditions for SnowSat as software as a service (SaaS)

1. Subject of the agreement

These special terms and conditions apply to the use of KGF's SnowSat software, which it provides to the customer on a cloud platform for its use by way of a remote data link, as "software as a service or SaaS", hereinafter referred to as the SnowSat platform.

2. Scope of performance

The subject of the performance is the provision of the SnowSat systems in the defined configuration for the use of their range of functions and the establishment and maintenance of technical access options by means of a web application or another access option by way of a remote data link (software as a service).

Furthermore, the scope of performance includes the provision of memory capacity for the data generated by the customer by using and applying SnowSat and/or required for use of the application.

The current price is based on average use of the system. If the customer generates disproportionate amounts of data, KGF reserves the right to adjust its prices.

The customer's data will be made available in the system for a period of 10 years. After the expiry of this provision period, KGF is entitled to anonymize the customer data and to use it in anonymized form for internal purposes (e.g., statistical analyses, product improvements) or to delete it.

KGF will hold the SnowSat system at the ready in the agreed configuration in the respective current version as of the agreed time on a central data processing installation or on several data processing installations and/or a third party data centre and/or a cloud of a third-party provider for use according to the following rules.

The scope of operation and the operational requirements are described in the user documentation provided to the customer as digital documents.

The application software always remains on KGF's computer systems. KGF will ensure the executability of the application software for the term of the agreement and is responsible for the software being free of viruses and similar malware which impairs efficiency and application for the use according to the respective agreement.

3. Access times

The SnowSat platform can generally be accessed with an availability of 98.5% from 12 a.m. to 12 a.m. from Monday through Sunday.

Outside of these access times, KGF is not obligated to maintain usability of the software.

Within these access times, there are core and flexible usage times. The core usage times are from 7:00 a.m. to 6:00 p.m. Central European Time. The flexible usage times are all remaining times of the day.

The customer accepts that minor system-inherent disruptions of usage may occur; they may occur if servicing and maintenance work on the application software cannot be performed outside of the defined access times or if extraordinary maintenance and system work associated with unexpected technical disruptions for which KGF may not be held responsible and which it could not foresee is required.

KGF will try to schedule such maintenance work in the flexible usage times if possible and will notify the customer in advance.

4. Data storage and data backup

The customer has the option to store the data generated by the software and other data of the customer uploaded from the customer's systems in the SnowSat platform provided to it. The agreed storage capacity is provided for such purpose. KGF provides data backup

which is performed regularly. KGF is not liable for loss of data which can occur in the event of system failure in such data backup intervals.

5. Point of transfer of the application and usage requirement

The point of transfer of the application is the outlet of the router in the data processing centre of KGF or of the cloud providers as an involved third-party company carefully selected by KGF according to selective criteria.

6. SnowSat platform- access requirement

The customer bears the responsibility for meeting its own access requirements itself. The customer will ensure that it will establish and maintain an appropriate data link to the SnowSat platform. The customer is responsible for disruptions of the data line and other technical requirements of the access.

In the system's core area, data of the customer are processed, including but not limited to data collected by the logging devices. The customer bears the responsibility for proper functionality of the devices, data transfer, the technical requirements of the data transfer, the support and maintenance of the devices itself. The data logging devices in the vehicles are equipment and are subject to the appropriate contractual terms and conditions of the concluded vehicle purchasing agreements or servicing and maintenance agreements.

If the customer links the recorded data to personal data, it is the customer's responsibility to do so in accordance with the applicable guidelines and laws

7. Access software and hardware

If a special access software for use of the SnowSat platform for the customer, it is provided to the customer by KGF on a data carrier. KGF is liable for the access software being suitable to allowing contractual access to the platform systems.

8. Adaptation/enhancement

KGF is entitled to continuously enhance the software applications and platform technology and adapt them to current applicable environmental and legal provisions and technological developments.

Under certain circumstances, it can also be necessary to modify the platform software due to changes in operating systems and other technological parameters. Under certain circumstances, it can affect all of the basic structures or the platform software.

In this respect, the customer is obligated to accept under certain circumstances that a change of its own technological IT environment at its expense can be necessary to continue using the platform software, under certain circumstances also including the adjustment of its own technical parameters in its own hardware and software systems, also at its own expense.

KGF is also entitled to changing the point of data transfer, the data processing centre and also the cloud systems. KGF will inform the customer of all measures according to this paragraph in due time, 4 weeks before the change the latest.

9. Operation and technical availability of the platform

KGF owes to the customer the agreed availability of the SnowSat platform and the application data as of determination of access. Availability is understood to mean the technical usability of the application of the platform software and the application data at the time of transfer for the customer's use.

The SnowSat platform's operating times cover the time from 12 a.m. to 12 a.m. from Monday through Sunday with an availability of 98.5%.

Furthermore, KGF renders the following individual services:

- Operation of the overall system;
- Monitoring of the overall system;
- Backup of the overall system

10. Reaction and recovery times

If failures of the platform occur, KGF is responsible for the access ability being restored within the usage times; the reaction and recovery times are subject to the General Terms and Conditions, special terms and conditions for support/maintenance, item 6.

11. Other services

At the time of the agreement taking effect, KGF will provide the customer with a digital user manual for the whole application which is also adapted in line with adaptation of the software.

As long as it is protecting the industrial property rights, the customer is entitled to store the provided documentation, to print it out and to reproduce it in an appropriate number for such purposes.

12. Training/instructions

KGF provides training and instructions if that was expressly agreed.

13. Usage rights

The usage rights to the SnowSat platform are provided for in the general part of the General Terms and Conditions.

In addition, the following terms and condition of use apply for the use of the platform:

- The customer is entitled to use the SnowSat platform by accessing the platform and/or the data processing centre and/or the cloud of KGF. Physical provision of the application software to the customer is excluded.
- The usage right is granted to all users registered on the SnowSat platform which are set up in the system with a key word and a password. The maximum number of users is set down in the order documentation.
- The customer is not entitled to download the platform software in any way or to copy it in any other way.
- The customer may exercise the usage rights for its own business purposes only. Any use of the software platform for non-operational use or to transfer it to third party or for the transfer for third-party purposes are prohibited.
- The customer is not entitled to make any changes or edits to the software.
- Only the registered users have a usage right using the registered login data. Passing on such usage data to third parties and use of the platform by third parties using these login data not belonging to them is prohibited.

If KGF provides new versions, updates, upgrades or other re-installations of the platform software during the agreement's term, the aforementioned usage rights apply to them also.

The customer is not entitled to rights not granted to the customer. This includes but is not limited to the customer not being entitled to use the platform software past the agreed scope of use or to have it used by third parties or to grant access to third parties. Furthermore, it includes but is not limited to the customer not being entitled to reproducing, selling or surrendering the software to anyone else for a limited period of time, including but not limited to leasing or lending it to anyone.

Assigning the usage rights and any other legal transfer in the form of renting out, leasing, assignment of usage rights free of charge and other forms of assignment to third parties, are excluded.

14. Obligation of the customer for safe use

The customer is obligated to take all necessary precautions to ensure that the software is used by means of a secure application and its use by unauthorised third parties is prevented.

This includes but is not limited to the customer being responsible for ensuring that no malware reaches the KGF platform by way of its systems.

Furthermore, the customer is responsible for ensuring that its users do not pursue any illegal objectives that are in breach of official regulations or stipulations nor store any corresponding data on KGF's servers.

If the customer infringes on one of the provisions of this clause, KGF is entitled to immediately terminate the agreement without notice and without a written warning.

15. Force Majeure

Any type of Force Majeure causes the contractual obligations of KGF regarding availability of the software platform to be suspended.

Force Majeure includes but is not limited to:

- Forces of nature (avalanches, snow, flooding, ingress of water), explosions, technical failures, etc.
- Hacker attacks and sabotage, despite state-of-the-art security systems
- Infestation of malware, despite state-of-the-art security systems
- Labour disputes,
- Technical problems of the internet and other problems of data links and other telecommunication services not within KGF's control

If applicable, KGF is obligated to inform the customer in writing of the occurrence of a Force Majeure event in due time.

16. Fees

The remuneration for the performance to be rendered and the grant of usage regarding the platform application and provision of storage space, including data back-up, is set down in the agreed order document.

The agreed usage fees are invoiced monthly on principle.

If special labour services are provided, they are also invoiced monthly according to the number of hours incurred.

If the customer exceeds the usage rights granted to it in the form of the number of registered users, scope of use, in a temporal or material regard, KGF is entitled to recalculate the fees according to the price list applicable at the time of the usage rights being exceeded. The recalculation is effective retroactively without temporal limitation.

17. Obligations and duties of the customer

The customer undertakes to fulfil all co-operation obligations required to fulfil the agreement.

This includes but is not limited to the customer ensuring that all identification and authentication encryption is kept a secret and access by third parties or other unauthorised users is prevented.

The customer will also advise KGF immediately upon suspecting that access data and/or keywords have become known to unauthorised persons.

The customer will keep KGF harmless from any third-party claims arising from illegal use of the platform software by the customer or from disputes under data protection law, copyright law or any other legal disputes caused by the customer associated with non-contractual use of the platform software.

The customer will obligate all authorised users to comply with the applicable provisions of the contractual relationship with KGF.

18. Privacy

The customer is responsible for the compliance with all data protection provisions of the GDPR and the *BDSG* [German Federal Data Protection Act] (as last updated) in the application itself. This includes but is not limited to the customer being responsible for obtaining all consents of any concerned persons if collecting, processing or utilising personal data while using the software platform, subject to applicable legal exceptions.

The customer will collect and use personal data only to the extent necessary to enable its use of the platform. All other provisions are set down in a data processing agreement between KGF and the customer.

19. Term/termination

The contractual relationship takes effect as of conclusion of the agreement and is concluded for an indefinite period of time unless provided for otherwise in the specific individual agreement.

The contractual relationship can be terminated by both parties in due form at the end of a contract year observing a period of notice of 3 months but after expiration of the contract year following the year of conclusion of the agreement the earliest.

KGF may terminate the agreement without observing a period of notice if the customer is in default with payment of the total remuneration by two consecutive months. In this event, KGF may demand compensation of damages due immediately as a one-time payment to the amount of 50% of the monthly basic lump sum due until the end of the regular term.

20. Obligations at termination of the agreement/exit management

All usage rights end upon termination of the agreement.

KGF will support the customer with regard of the migration of data for a fee. The support is provided as labour according to the current price list of KGF applicable at the time of performance.

KGF is not obligated to co-operate with a competitor. The phaseout is performed between the customer and KGF exclusively.

Notwithstanding the above obligations of KGF, the customer is obligated to return all documentation, back-ups and other documents regarding the platform software for whom an assignment was not included in the agreement.

Part C Special terms and conditions for IT hardware sales

1. Subject of the agreement and scope of performance

The following general terms and conditions are applicable for the sale of hardware and other accessories by KGF.

KGF delivers the hardware systems indicated in the order including the operating systems set down therein.

The hardware is only delivered with a pre-installed operating system software if previously set down in an agreement. Otherwise, it is provided to the customer on standard data carriers.

The systems are delivered including the documents provided from KGF's upstream suppliers in German or English.

Installation, setup and start-up is not included in the performance unless expressly agreed in writing. The same also applies for the performance of test and trial operations and trainings.

2. Warranty

Hardware is delivered according to the current state of the art of technology including the operating system software.

If the hardware or operating system is defective, KGF will provide a supplementary performance, either by subsequent improvement or by replacement. Rectification of the defect by KGF may also be performed by instructions to the customer by telephone, in writing or by electronic means.

KGF will bear the expenses required for the supplementary performance, including but not limited to transport, labour and material expenses.

Possible additional expenses incurred by KGF by the products being brought to a different location instead of the customer's domicile indicated above will be borne by the customer.

Part D Special terms and conditions for hardware leasing

1. Subject of the agreement

These provisions apply when concluding an agreement about leasing hardware and accessories.

For the term of the agreement, KGF is leasing to the customer the hardware and operating system software indicated in the leasing certificate in the individual case. The hardware and operating system software are leased as a coherent system referred to as leased object in the following.

The leased object is let to the contractual use indicated in the leasing certificate exclusively. On principle, application software is not included within the scope of the hardware leasing agreement unless agreed otherwise in writing.

2. Delivery installation

KGF handles delivery of the leased object ready for operation. Any further performance of KGF is due only if set down in an agreement.

This includes but is not limited to installation, integration and configuration at the customer's site.

3. Maintenance

KGF will maintain operability of the system. This includes replacing wear and tear elements and system components that are defect or no longer match the current technological state of the art and do no longer work reliably.

4. Obligations of the lessee

The lessee undertakes to treat the system with care and diligence, which includes but is not limited to following KGF's operating instructions.

The system may only be used by persons who have been professionally instructed in how to operate the system.

5. Obligations of the lessor

KGF bears the costs for rectification of damages resulting from contractual use and normal wear and tear if the lessee can prove that it has fulfilled its maintenance obligation.

The costs for the rectification of all other damages, including but not limited to those caused by improper and/or incorrect application or use of the system, incorrect start-up, changes made in breach of the agreement or unprofessional maintenance work by the lessee or third parties commissioned by the lessee shall be borne by the lessee unless such damage is the lessor's fault.

6. Assumption of risk

Loss of the leased objects resulting from breaking and entering, theft, or other loss at the operating site are for the lessee's account.

Any damage caused by forces of nature, water, avalanches, lightning stroke and fire will also be borne by the lessee.

7. Liability of the lessor

No-fault liability of the lessor for initial defects according to art. 536a BGB [German Civil Code] is excluded.

The lessor is liable for damage due to initial and/or ex post defects only in the event of wilful intent or gross negligence or if the lessee provides proof that the defect was wilfully withheld from it at the time of conclusion of the agreement. The limitation of liability does not apply for damages incurred by injury to life, limb or health; however, in this regard, the lessee is liable in the event of culpably caused damage.

8. Lease

The lease to be paid by the customer was set down in the agreement.

9. Use of the leased object

Without KGF's permission, the customer is not entitled to cede use of the leased object, including the software provided according to this agreement, to third parties, including but not limited to sub-leasing or lending it.

The leased object may only be used for the purposes detailed in the leasing certificate.

10. Terms and conditions of use

On principle, the terms and conditions of use of the software manufacturer apply for operating system software. In addition, use of the software is admissible on the hardware indicated in the leasing certificate only. Labelling of the software, including but not limited to copyright notices, trademarks, serial numbers or similar labels may not be removed, changed or blurred.

11. Duty of care and obligation to tolerate

The customer shall treat the leased object with care and protect it from damages. The customer will comply with the instructions of maintenance/care and use by KGF, including but not limited to the instructions contained in the user manual provided under documentation, within reason.

Part E: Special terms and conditions for software licensing

1. Subject of the agreement

The subject of the agreement is the licensing of standard software for a defined period of time.

The software components or modules are set down in the offer or order or another specification agreed by the parties.

2. Delivery installation

KGF delivers the software including the customary documentation in the form of a user manual to the customer or installs it in its own data processing centre or in a third-party cloud system.

Installation, configuration, customising, changes to the software, creating interfaces and other IT services associated with delivery of the standard software are to be provided if agreed.

KGF is only obligated to perform maintenance and repair work if a corresponding maintenance and service agreement was concluded.

3. Obligations of the licensee

The licensee undertakes to treat the system with care and diligence, which includes but is not limited to complying with KGF's operating manual.

The system may only be used by persons professionally instructed in using the system.

4. Obligations of the licensor

The obligation for remedy of damages, including but not limited to those caused by improper and/or incorrect application or use of the system, incorrect start-up, changes made in breach of the agreement or unprofessional maintenance work by the lessee or third parties commissioned by the lessee will be borne by the licensee unless such damages are the licensor's fault.

5. Assumption of risk

Loss of the leased objects resulting from breaking and entering, theft, or other loss at the operating site are for the licensee's account.

Any damage caused by forces of nature, water, avalanches, lightning stroke and fire will also be borne by the licensee.

6. Licensing fee

The licensing fee is set down in the underlying agreement documents.

On principle, the licensing fee shall be paid monthly in advance until the 5th business day of each month.

7. Cession to third parties

Without KGF's express consent, the customer is not entitled to cede the software to third parties.

8. Rights of the customer in the event of defects

KGF is obligated to correct defects on the provided software including its documents within 1 year as of delivery free of charge.

At KGF's option, defects can be corrected by subsequent improvement or replacement delivery.

Termination of the customer according to art. 543, para. 2, clause 1 (1) BGB on the lines of refusal of the contractual use is admissible only after KGF had been granted sufficient

opportunity to correct the defect and has failed. Failure of the defect correction may only be assumed if it is impossible, if it is refused by KGF and delayed in an unreasonable manner and if there are legitimate doubts regarding the chances of success and it is no longer acceptable for the customer for other reasons.

All rights of the customer due to defects are excluded if it has made changes to the leased object or had them made without KGF's consent unless the customer provides proof that the changes do not have an effect unacceptable to KGF on the analysis and correction of defects.

Further subsequent improvements, including but not limited to those performed after expiration of the one-year period, only have to be performed if a support agreement had been agreed.

9. Term/termination of the licensing

The term of the licensing agreement and the length of periods of notice are set down in the agreement documents.

If no such thing has been agreed, the agreement's term is indefinite, and it can be terminated for the end of an agreement year observing a period of notice of 3 months.

The right of both party for termination without notice remains unaffected.

If the licensee is in default with two months' licensing fees, KGF is entitled to terminate the licensing agreement without notice.

10. Other licensing terms and conditions

Passing on a license, issuing a sub-license or other transfer of the system to third parties for use is prohibited.

The licensee may not make any changes to the software systems without the licensor's written consent.

The other licensing conditions are set down in the general part. No. 4.

11. Return

After termination of the contractual relationship, the customer has to return the programme to KGF at its request in the form of the original data carrier including manuals and documentation.

If the programme was not handed over on original data carriers but only loaded online, the customer is obligated to delete all copies of the programme in its systems and to confirm it in writing.

Any use of the software after termination of the agreement is prohibited.

KGF is obligated to support the customer in migrating its data only if agreed in the agreement.

If KGF has appropriate manpower for this, KGF will submit a separate offer for these services to the customer.

Part F: Special terms and conditions for software and hardware support

1. Subject of the agreement

These special terms and conditions of KGF shall apply for all software servicing and maintenance services, hardware servicing and all other support services including user hotline, instruction and training, hereinafter referred to only as support services.

2. Scope of performance

The contractor performs support services for the customer's IT system. These special terms and conditions regulate the fundamental contractual framework conditions for such services.

The specification of the IT system for which the support services are rendered, their scope and other details of the scope of performance are provided for in the project agreement concluded between the parties. Expanding the systems for which the support service is rendered is admissible only after adjusting the lump-sum service fees.

3. Support services

KGF is responsible only for rendering the support services expressly agreed to be a contractual performance in the agreement within the service hours; all other services are rendered on an hourly basis.

The following support services are rendered by KGF within the scope of the agreed lump-sum prices if they were agreed in the agreement. In the event of a contractual agreement, they are expressly including the described service.

(1) Service Hotline

The service hotline includes a helpdesk service by telephone and by electronic communication means (also by e-mail) by immediate availability of a qualified employee within the agreed service hours.

KGF will support the customer in solving problems the customer encounters while using the IT system and its features. However, KGF does not guarantee the solution of problems. Support on-site in the customer's premises is rendered only if the problem could not be solved by consultation in a telephone call. On-site visits are not included in the lump-sum price.

At the customer's request, KGF sets up an e-mail automatically generated by the system sent to the KGF support e-mail address.

(2) Software repairs

For software repairs, all error messages are collected centrally, and the users are supported by telephone by providing them with instructions for troubleshooting, correcting errors and how to avoid errors in the future and/or by creating short-term workarounds.

The repairs are initially performed by online analysis and troubleshooting if the hardware requirements are met. If this is not possible, diagnosis and troubleshooting are performed on-site in the customer's premises.

This includes monitoring the agreed reaction and solution times if the service hotline is not able to troubleshoot immediately.

If third parties are involved in troubleshooting, KGF will centrally coordinate the services rendered by all parties involved.

For all error messages, a status report is sent to the customer, and the services rendered are reported.

(3) System monitoring

System monitoring comprises total process and system monitoring of the customer's IT system by KGF in service, including evaluation of log files, memory requirements, CPU capacity utilisation and data base checks.

It involves regular checks of all system parameters for irregularities and if they occur, a repair according to no. (2) above is initiated.

(4) Hardware maintenance

The maintenance comprises regular inspections of the hardware during usual office hours co-ordinated with the customer.

(5) Hardware repair

Within the framework of repairs, KGF assumes the responsibility for hardware repair after an error or failure report.

The repair is performed by replacing devices or parts, including wearing parts.

Unless otherwise specified in the contract, the procedure and billing shall comply with the applicable warranty rules.

4. Support times

The service hotline is available during KGF's office hours, Monday through Friday from 8:00 a.m. to 05:00 p.m. Central European Time, with the exception of German public holidays.

5. Provision of a contact person

KGF provides a contact person for change requests, reporting problems and general contact on the customer's part. KGF provides appropriate phone numbers and e-mail addresses for contact in support cases.

Office hours are Monday through Friday from 8:00 a.m. to 05:00 p.m. Central European Time, with the exception of German public holidays.

6. Supervision of the SnowSat systems

The supervision of proper operation of the SnowSat system and the hardware component is performed by a service employee of KGF or the sub-contractor commissioned by KGF. They shall be the first contact person for the customer in all support cases.

7. Release update

Upon availability, the customer receives a new release of the SnowSat system. If an automated updating mechanism can be set up, no additional costs are incurred; otherwise, the service time and effort for the installation is invoiced at an hourly rate.

8. Services not covered hereunder

The performance obligation of KGF within the scope of support is always excluded in the following cases:

- Failures caused by excessive force exerted by third parties
- Failures caused by Force Majeure and forces of nature (fire, water, storm, avalanches and similar events)
- Errors caused by employees of the customer or third parties due to improper handling and/or operation of the system
- Errors caused by non-compliance with the documentation and user manual
- Errors caused by failure to manage and backup data
- Errors caused by computer viruses and other types of sabotage perpetrated by hackers
- Errors caused by the used hardware or software not being able to provide proper functionality due to its technical capability
- Third-party products and third-party operating systems
- Importing data base extractions or dumps

- Preparing and troubleshooting of evaluations prepared by the customer itself
- System monitoring of the data base server
- Back-up system operation after shutdown and restoration of the original IT system
- Software adaptation to changed environmental conditions
- Software adaptation to changed operating procedures
- Software adaptation to new software peripherals
- Software adaptation to new hardware peripherals
- Data backup and data backup concept advice
- Data restoration in the event of data loss
- Supply of consumables
- Monitoring, maintenance, repair and servicing of interfaces if not provided by KGF

(2) KGF is not obligated to render services hereunder if hardware and software components are changed or expanded without it being agreed previously.

(3) In the aforementioned cases in which KGF is under no obligation to perform based on this agreement, KGF will submit to the customer a special offer including deadlines for completion if KGF has the required time and staff resources.

9. Reaction and recovery times

The following rules apply to the reaction and recovery times for software and hardware repair:

The reaction and recovery times start exclusively upon receipt of the failure report during office and service hours and are running during the agreed windows exclusively.

The office hours are the same as those for the hotline service.

10. Co-operative performance of the customer

(1) Contact person

The customer will appoint a contact person in its company bearing the primary responsibility for processing of support queries, the customer support coordinator (CSC). The CSC has the sole right to request information on the status of already arisen support queries and to authorize other contact persons in their company for support services in coordination with KGF.

(2) Technical requirements

The customer ensures that KGF is able to receive digital messages, including but not limited to e-mails, at any time. Furthermore, the customer is obligated to provide remote access to the IT system infrastructure including the SnowSat system to KGF.

If technically required, the customer also ensures that KGF is provided remote access to the notebooks of field staff.

(3) Other obligations to co-operate

The customer is obligated to continuously provide KGF with all information required to render the contractual performance in due time.

The customer will notify KGF of all changes of the operating conditions which affect or may affect the rendering of the performance by KGF.

This includes but is not limited to the customer providing to KGF all devices and software documentation, manuals and other documents required to perform services.

The customer will obtain any missing documentation at its own expense. If the rendering of services by KGF is not possible or possible to a limited extent only due to the lack of such information or other obligations to co-operate, KGF is not obligated to render services.

The customer is obligated to allow access at the site of operation for all employees commissioned by KGF and other third parties and to guarantee co-operation with the persons deployed or commissioned by KGF. All co-operative actions of the customer must ensure that KGF may render the performance immediately and without any delay.

KGF's instructions for use for troubleshooting must be executed immediately using qualified personnel.

If the customer breaches an obligation to co-operate provided hereunder or arising from general principles, the agreed lump-sum consideration ceases to be in force. In this case, KGF's rights include but are not limited to invoicing the additional costs and additional time and effort caused mainly by late, faulty, incomplete or fragmentary information due to the breach of the obligation to co-operate. The agreed hourly rates shall apply.

In the event of a breach of the obligations to co-operate above, the agreed reaction times also cease to be in force and are extended by the delay caused by the breach of the obligation to co-operate accordingly.

11. Usage rights

For the works qualified for copyright rendered within the scope of support and maintenance services, the usage rights according to the General Part no. 4 shall apply.

12. Remuneration

The prices for the performance of KGF and the payment cycle and payment periods are set down in the order confirmation.

Services not included in the lump-sum price or not agreed in the agreement are performed at an hourly rate. The hourly rates are taken from the agreed prices accordingly.

On principle, costs incurred by travel and accommodation expenses are not included in lump-sum prices or hourly rate and shall be reimbursed separately upon provision of proof.

Furthermore, the lump-sum rates do not include the costs for defect replacement parts and wear parts. This also applies to licensing costs of new operating systems to be replaced and/or other peripheral software.

The price also does not include line costs and possibly required transport costs.

All prices do not include the applicable value-added tax.

On principle, the remuneration is invoiced monthly. This also applies for invoicing of individual services not included in the lump-sum price.

13. Warranty

KGF warrants that the support services to be rendered are in line with the respective state of the art and are free of material defects.

Defects are remedied within an appropriate period of time after notice by the customer. If this is not possible or if the subsequent improvement has also failed for other reasons, the customer may only demand reduction of the remuneration; a right of termination only applies if KGF has failed to remedy defects repeatedly despite the customer having requested a remedy of defects in vain twice.

The subsequent improvement is only deemed failed if 3 attempts at subsequent improvements made by KGF overall did not succeed in achieving a remedy of the defect.

Any warranty obligation of KGF lapses if the customer or third parties make changes to the systems KGF has not consented to expressly in writing.

All warranty claims lapse 12 months after completion of the respective performance hereunder.

14. Term

The term and period of notice hereunder are set down in the order confirmation.

Upon termination of the agreement, the parties hereunder are obligated to surrender or return to the respective other party all documentation, files and other materials which were provided or generated within the scope of the order and which may not remain with the respective party in line with the agreement's purpose.

Part G: Special terms and conditions for data processing Art. 28 GDPR

Art. 1 Parties

These special terms and conditions on data processing are part of the contractual relationship between KGF and the customer and regulate the obligation of the parties within the scope of data processing for implementation and compliance with data privacy law, including but not limited to the GDPR. KGF is the processor for the customer who continues to be the controller for the data to be processed.

KGF renders IT services within the scope of the use of the SnowSat systems for the customer. In this context, it is possible that KGF processes personal data of the customer according to art. 4(2) GDPR and art. 28 GDPR.

For the purpose of firm establishment of the mutual rights and obligations under data privacy law, the parties conclude a data processing agreement pursuant to the provisions of these special terms and conditions pursuant to art. 28 GDPR when concluding the main agreements. In case of doubt, the provisions hereunder take precedence over the provisions of the main agreement.

Art. 2 Subject of the agreement

The provisions hereunder shall apply for all activities associated with the SnowSat agreement and if KGF, its employees or persons commissioned by KGF come into contact with personal data originating from the customer or collected for the customer.

Under certain circumstances, the data may also be collected or processed outside of a member state of the European Union. KGF will ensure that the special requirements of art. 44 et seq. GDPR are met (e.g. adequacy resolution of the Commission, standard data privacy clauses, authorised rules of conduct).

The term of the data processing agreement depends on the term of the main agreement. The main agreement defines the types of data processing, the data concerned, the categories of personal data, the special categories of personal data, the persons authorised to give instructions and the data protection officers of the parties. These parameters may be changed by mutual agreement at any time during the course of co-operation of the parties.

Art. 3 Term

The agreement ends automatically upon termination of the main agreement concluded between the parties on which the data processing is based.

The customer may terminate this agreement at any time without observing a period of notice if

- A severe breach of the data privacy regulations or the terms and conditions hereunder by KGF is present;
- KGF wilfully does not comply with an instruction by the customer;
- KGF refuses rights of control of the customer in breach of the agreement; or
- A persistent and ongoing non-compliance with the obligations agreed hereunder and derived from art. 28 GDPR is present.

Art 4 Data processing

The types of data processing according to art. 4(2) GDPR, the groups of data subjects according to art. 4(1), (13), (14), (15) GDPR, the categories of data subjects according to art. 4(1) GDPR and the special categories of personal data. Art. 9 GDPR are set down in the main agreement concluded between the parties and their associated specifications and documentation.

Art. 5 KGF's rights and obligations and authority to issue directives

The customer bears the sole responsibility for the assessment of legitimacy of processing according to art 6(1) GDPR and for the protection of the rights of the data subjects pursuant to art. 12 to 22 GDPR.

KGF is obligated to immediately forward all inquiries to it.

KGF may collect, process, use or view data only within the scope of the main agreement and only pursuant customer instructions; this includes but is not limited to transfer of personal data to a third-party country or an international organisation.

The customer's instructions are initially set down hereunder and may then be changed, amended or replaced by the customer in writing or in text by issuing individual instructions. The instructions may also include corrections, erasure and blocking of data. All issued instructions must be documented.

Changes to the processed object and changes in process must be arranged mutually between the customer and KGF and shall be set down in writing or in a documented electronic format.

The customer will advise KGF immediately upon finding errors or irregularities when assessing the order results.

Art. 6 Persons authorised to issue instructions

The persons authorised to issue directions on part of the customer and of KGF are set down in the main agreement.

The same applies to the communication channel to be used to issue instructions.

In the event of a change of the contact persons or their long-term unavailability, the respective other party is to be notified of their successors or substitutes immediately and in writing or by electronic communication on principle.

The instructions shall be stored for their terms of application and subsequently for three full calendar years.

Art. 7 Confidentiality

All information exchanged between the parties in the context of the contractual relationship and during its performance, including but not limited to documents of the parties, shall be treated with the strictest confidentiality. This also applies to all information becoming known to the parties within the scope of this contractual relationship.

Passing on such information to third parties or letting such information be viewed by third parties is admissible only if required for fulfilling the purpose of the agreement, if it is allowed due to legal provisions or if it takes place with both parties' consent. The obligations pursuant to this clause shall survive the termination of this agreement.

Art. 8 KGF's obligations

KGF processes personal data within the scope of the agreements made and pursuant to the customer's instructions exclusively unless it is obligated to process them differently due to European law or the law of member states/the member state to which it is subject. In such case, KGF will notify the customer of such legal requirements prior to the processing unless such notice is prohibited by the respective law due to material public interest (art. 28(3), 2a GDPR).

KGF uses the personal data provided to it for processing for no other purpose than those set down in the agreement, which includes but is not limited to its own purposes.

In the area of processing of personal data as ordered, KGF warrants handling of all agreed measures as per agreement. It warrants that the data processed for the customer are separated strictly from other data pools.

Data carriers received from the customer or used for the customer will be labelled uniquely. Receipt and return and ongoing use will be documented.

KGF has to perform and regularly repeat all reviews required under data privacy law throughout the duration of the performance of the service.

KGF is obligated to co-operate in the following responsibilities of the customer:

- Realising the rights of the data subjects pursuant to art. 12-22 GDPR
- Preparing records of processing activities
- Performing a possibly required assessment of data privacy consequences
- Supporting the customer in its responsibility if they are affecting the present contractual relationship
- Giving notice to the customer if an issued instruction infringes on legal provision in the customer's opinion
- Correcting, erasing and restricting processing of data if instructed to do so by the customer and if not conflicting with KGF's legitimate interests
- Providing information on personal data collected in the course of the contractual relationship to KGF
- Providing information to third parties or data subjects if the customer gives its consent

KGF agrees that the customer is entitled to review compliance with the provisions on data privacy and data security and the provisions hereunder to an appropriate and required extent itself or through a third party commissioned by the customer after coordinating a date for such review.

KGF warrants to co-operate in such review to the required extent.

Art. 9 Work-from-home workplaces

Processing data when working from home is admissible; the customer grants its consent by placing an order. If the data are processed in a private dwelling, access to the employee's apartment is ensured in an agreement for the purpose of controls performed by the employer. In this case, the measures pursuant to art. 32 GDPR are also observed.

KGF warrants that it instructs the employees entrusted with the performance of the tasks about the data privacy provisions relevant for them prior to their commencing the activities and is swearing them to secrecy both for the time of their activities and after termination of the employment (art. 28(3), 2b and art. 29 GDPR). KGF supervises the compliance with the provisions under data privacy law in its company.

Art 10 KGF's duty of notification

KGF will immediately notify the customer of any disturbances and breaches of the provisions under data privacy law also hereunder caused by persons employed by it. This applies primarily also with regard to possible reporting and notification duties of the customer pursuant to art. 33 and 34 GDPR. KGF warrants that it will support the customer appropriately in its obligations pursuant to art. 33 and 34 GDPR if necessary (art. 28(3) 2f GDPR). KGF may only make reports pursuant to art. 33 or 34 GDPR for the customer if instructed to do so hereunder in advance.

Art. 11 Sub-contractors

By signing the main agreement, the customer approves the commissioning of sub-contractors by KGF according to art. 28 (2) GDPR.

The consent may be revoked if it turns out that sub-contractors had not been selected carefully with special consideration of the qualification of the technical and organisational measures as defined in art. 32 GDPR.

Commissioning of sub-contractors in third-party countries may only take place if the special requirements of art. 44 et seq. GDPR have been fulfilled.

KGF must ensure by contract that the provisions agreed by the customer and KGF also apply to sub-contractors.

If several sub-contractors are used, this also applies for the responsibilities under those sub-contractors. It is ensured that the customer is entitled to perform appropriate reviews and inspections, also on-site, on the sub-contractors if necessary or to have them performed by third parties commissioned by it.

The agreement with the sub-contractor must be set down in writing (art. 28 (4) and (9) GDPR).

KGF is liable to the customer for the sub-contractor complying with its data privacy obligations imposed on it by Kässbohrer in line with the present provisions in an agreement.

KGF will always inform the controller of any intended change with regard to the involvement of new sub-contractors or the replacement of previous sub-contractors, allowing the customer to object to such changes (art. 28 (2) 2 GDPR).

Art. 12 Technical and organisational measures pursuant to art. 32 GDPR

KGF warrants an appropriate level of security of the data processing. KGF undertakes to achieve the security objectives according to art. 32 (1) GDPR by taking appropriate technical and organizational measures.

KGF describes the technical and organisational measures with which it complies in the document "Technical and organisational measures art. 32 GDPR" which is provided to the customer at its request.

They are in line with the state of the art at the time of conclusion of the agreement.

The described measures are guaranteed bindingly.

KGF undertakes to regularly review and assess the described measures and to evaluate their effectiveness and to adapt them to the current state of the art.

KGF reserves the right to change the security measures taken; significant changes must be co-ordinated with the customer and must be documented.

Both KGF and the customer have appointed a company data protection officer.

Art. 15 Obligations of KGF after completion of the commission, Art. 28 (3) 2 g GDPR

After completion of the contractual tasks, KGF is to return to the customer all data, documentation and generated processing or usage results associated with the contractual relationship held by KGF and provided to the sub-contractor or to erase or destroy them/have them destroyed in line with data privacy law at the customer's instruction.

This does not apply if KGF is legally obligated to store and retain the data.

Art. 13 Remuneration

Unless agreed otherwise in writing, there will not be a separate remuneration incurred by fulfilling the data processing agreement.

Art. 14 Liability

Internally, the partner to be held liable for the compensation of damages a data subject has suffered due to data processing or use prohibited or incorrect pursuant to data privacy law

within the scope of commissioned data processing is the one responsible for the breach of data privacy.

The parties release each other from the liability if one party can provide proof of not being responsible for the circumstance giving rise to the damage to the data subject in any way.