

TERMS OF USE OF THE ONLINE CONFIGURATOR

Combeeneration GmbH, FN 328875s, Linzer Straße 4, 4120 Neufelden, (hereinafter referred to as "Combeeneration") has developed a technical platform, with which freely selectable products, goods or articles can be pre-configured via the internet by potential end customers (hereinafter referred to as "Users") in order to be able to subsequently send a purchase enquiry regarding the configured product to the seller or rather the provider (hereinafter referred to as "Client"). The platform developed by Combeeneration can be integrated or embedded by the Client into various online portals as long as these fulfil the technical prerequisites defined in the Annex ./1. Using the online configurator, Users can configure Products according to the stipulations of the Client. Combeeneration offers commercial clients the use of the platform subject to the following Terms of Use.

1. Definitions, applications and scope of validity

- 1.1 These Terms of Use shall apply to all business and contractual relationships between Combeeneration and the Client. By using the platform of Combeeneration, the Client declares its consent to be bound by these Terms of Use. These Terms of Use form an integral part of each agreement which is concluded between Combeeneration and the Client.
- 1.2 Combeeneration concludes agreements on the use or the utilization of the technical platform exclusively based on these Terms of Use. Terms of use or General Business Terms and Conditions of the Client shall be deemed as not agreed. These Terms of Use shall also apply to all follow-up or future agreements with the Client.
- 1.3 It is noted that all agreements regarding products, which are configured via the platform of Combeeneration, shall be exclusively concluded between the Client and the Users. Combeeneration shall not be liable in any case of any kind with regard to the sales transactions processed via the platform (in particular with regard to return shipment rights, warranties, claims for damages, other consumer protection rights, etc.). The only responsibilities and liabilities of Combeeneration are those set forth in these Terms of Use, which apply solely to the operation of the platform.

2. Obligations of the Client and service provision

- 2.1 The obligation of Combeeneration to carry out the service shall begin at the earliest as soon as the Client has created all technical as well as legal prerequisites for the execution, which were described in the contract or in information provided to the Client prior to conclusion of the contract or which the Client should know owing to relevant specialist know-how or experience. The Client is obliged to submit to Combeeneration all documents that are necessary for the execution of the order in time and in full and to notify Combeeneration of all events and circumstances, which may be of significance for the execution of the order. This shall also apply to documents, events and circumstances, which only become known during our activity.

- 2.2 The basis for the services is the written service specifications, which Combeeneration draws up based on the documents and information made available or rather that the Client makes available. The service specifications are to be checked for completeness and accuracy and made available in writing. Should no service specifications be carried out, the scope of service shall apply according to the written offer.

Changes or deviations from the service to be provided by us which are deemed reasonable for the Client, in particular because these are slight and factually justified, shall be deemed as approved in advance.

- 2.3 In the event of a change or supplement to the order after placement of the order, no matter for what reasons, the delivery/service deadline shall be extended by a reasonable period of time.

If the Client requests an execution of the service after conclusion of the contract within a shorter period of time, this shall represent an amendment to the contract, which requires the consent of Combeeneration. Overtime may be necessary hereby and/or the accrual of additional costs, and the remuneration will be increased accordingly to a reasonable extent.

- 2.4 The Client who wishes to integrate the platform of Combeeneration into its software environment must fully comply with the system requirements defined in Annex ./1, otherwise the use of the platform is not possible and is also expressly prohibited. The Client acknowledges that the platform shall be further developed by Combeeneration regularly and the system prerequisites for the operation of the platform may therefore change in future. Combeeneration is entitled to redefine the system prerequisites at any time and to inform the Client hereof. The Client is also obliged to adapt its software environment to changed or adapted system requirements within a reasonable period of time.

- 2.5 The Client is explicitly forbidden from intervening in the platform of Combeeneration. This particularly concerns interventions in the database, changes or supplements to the source code, decompilation and/or reverse engineering of the source code. The Client is explicitly forbidden from copying, modifying, renting or lending the platform or parts of the platform to third parties against payment or free of charge, from decompiling, disassembling or reverse engineering the platform or parts of the platform or from creating derivative works or programming based on the platform or parts of the platform or the documentation thereto.

The Client must also make every effort to ensure that no viruses or other malware are introduced into the platform of Combeeneration. This particularly concerns the obligation of the Client to secure its software environment against viruses and malware in accordance with the current state of the art and to provide additional protective measures for the backend access to the platform of Combeeneration according to the current state of the art.

Should such breaches nevertheless occur, Combeeneration can prohibit the use of the platform in full without setting a deadline or other prior notification, dissolve the contract of use for good cause without adhering to a period of notice and forbid the Client from continuing to use the platform.

- 2.6 The Client guarantees that it shall only use the platform by complying with all applicable local or international legal provisions, contracts, rules, restrictions, user manuals and by complying with the protection of the privacy of third parties.
- 2.7 If the Client does not satisfy these obligations to cooperate, – exclusively with regard to the service capability that does not exist in full as a result of false client details – the service of Combeeneration is not defective. The Client shall not be entitled to any claims for remuneration for the fulfilment of its obligations to cooperate.
- 2.8 The Client declares and guarantees that it is authorized and/or entitled to recognize and sign these Terms of Use, to submit itself to the provisions of these Terms of Use, to carry out and fulfil all provisions, that it does not breach any contractual or other obligations towards third parties hereby whatsoever and that it has read, understood and accepted these Terms of Use.
- 2.9 The place of performance for the services of Combeeneration is principally the registered seat of Combeeneration.

3. Rights of use and property rights

- 3.1 The Client receives a limited license right to use the Combeeneration platform. The license right is non-exclusive, non-transferable and revocable at any time upon termination of the contract. Furthermore, the license right is limited to the intended use of the online configurator and to the use by the Client. Any use deviating from this is not permitted and entitles Combeeneration to prevent the use of the platform by the Client without notice or other notification, to terminate the contract of use without notice for good cause and to prohibit further use.
- 3.2 By using the platform, the Client shall not acquire any rights that go beyond the limited license usage right granted under Subclause 3.1. In particular, the Client shall not acquire any rights of use or exploitation, reproduction, processing or further development rights.

The Client is also expressly prohibited from registering the platform or parts of the platform as a trademark, design, utility model, patent or any other industrial property right currently or in the future available in Austria, abroad or internationally. Furthermore, Combeeneration is to be named as the author of the platform at the specified place.

- 3.3 Each contractual party retains the exclusive rights to its industrial property rights, copyrights as well as other know-how, which the respective contractual party held at the time of acceptance

of these Terms of Use or acquired or developed independently of the contractual relationship between Combeeneration and the Client.

- 3.4 Especially as content about the products offered by the Client must be stored in the platform, the Client transfers to Combeeneration the gratuitous, non-exclusive, worldwide and simple rights of use to the product data stored by the Client in the platform; this may in particular be protected trademarks, patterns, signs, images or designs etc. of the Client. This right of use is limited in time to the duration of the use of the platform of Combeeneration by the Client. Combeeneration will only use the product data within the scope of its own service provision according to the applicable laws and will not disclose the data to third parties.
- 3.5 All telemetry data generated in the platform is the property of Combeeneration. This includes all data generated in the use of the configurator. This data is used for continuous improvement, troubleshooting, trend analysis, etc. Combeeneration generates, processes and stores this data in an anonymous form according to the applicable laws.
- 3.6 Each infringement of the intellectual property rights of Combeeneration entitles Combeeneration to prevent the use of the platform without adhering to a deadline and without prior notification, to dissolve the contract of use for good cause without adhering to a period of notice as well as to forbid the further use of it. Combeeneration expressly reserves the right to assert further claims.

4. Modes of payment and remuneration

- 4.1 Depending on the price plan chosen by the Client, license and/or service and maintenance fees are to be paid by the Client for use of the platform. All prices are deemed to be net and exclusive of the statutory sales tax or value added tax in the respective valid amount. All prices are fixed prices in euros and include already granted discounts. A subsequent index adjustment to the agreed prices in line with the consumer price index announced by Statistik Austria by Combeeneration is permitted.
- 4.2 Combeeneration shall always provide the services against payment. If no price was agreed for a service, Combeeneration is entitled to a reasonable remuneration on the basis of the actual

materials and time required. The same shall also apply to services ordered by the Client, which are not covered by the original order.

- 4.3 Combeentation has the right to charge down payments or partial payments or to request a security for the payment in case of justified doubts about the willingness to make payments or solvency of the Client.
- 4.4 If no justified objections are filed against an invoice issued by Combeentation in writing within four weeks, this shall in any case be deemed as approved.
- 4.5 In the event that the deadline for payment is exceeded, granted remuneration (rebates, discounts, among others) shall lapse and will be added to the invoice.
- 4.6 Combeentation reserves the right to adjust all prices annually based on the Verbraucherpreisindex "VPI 2020" (published on <https://www.statistik.at/>). In the event that this index is no longer listed, a comparable index will be used as a replacement.

5. Warranty and liability exclusion

- 5.1 Combeentation shall assume warranty for the fact that the platform or rather the delivered software shall function essentially in compliance with the documentation for the agreed duration of use. Irrespective thereof, Combeentation shall neither assume any warranty, nor shall Combeentation assume any guarantee that the platform or the software functions error-free or at all, if failures of the software are caused by (i) changes to the software by someone else other than Combeentation, (ii) the platform or the software being used other than in compliance with this agreement and the documentation, (iii) the platform or the software being installed and used on hardware or in an environment, which does not fulfil the minimum technical requirements pursuant to Annex ./1, (iv) by hardware or software which is not part of the platform, (v) by hardware or software, which is not supported, (vi) by a software version, which has been withdrawn by Combeentation or (vii) by the misuse of or damage to the platform or software.
- 5.2 Irrespective thereof, Combeentation neither warrants nor guarantees that interfaces of any kind will function error-free or at all. It is irrelevant whether these are standard interfaces (plug-ins) or individually created interfaces.
- 5.3 Under no circumstances does Combeentation warrant or guarantee any hardware or software, including but not limited to services and third-party services. Insofar as Combeentation supplies hardware or software of third parties, Combeentation shall assign warranty and guarantee claims of the manufacturers to the Client to the extent as stated by the respective manufacturers. Direct claims against Combeentation are explicitly excluded.

- 5.4 Combeentation shall not be liable for failures, which are caused by third parties. Deemed as third parties within the meaning of this provision are all persons and factors, on which Combeentation has no determining influence. This shall also apply in particular to the "data center" used by Combeentation for providing the services.
- 5.5 Combeentation shall not be liable for any further warranty, guarantee, damage or other claims, except those, which have been explicitly assumed pursuant to Subclause 5. Combeentation shall in particular not be liable for the suitability of the platform for a certain purpose, indirect damages, consequential damages, commercial targets of the Client, a certain income or profit expectation of the Client, the non-infringement of rights of third parties or the non-impairment of the rights of third parties.
- 5.6 The Client has to inform Combeentation without delay if third parties claim an infringement of rights by the platform or software or by the use of the platform. Combeentation will support the Client in this case and, if necessary, procure for the Client (i) the right to the further use of the platform or the software or (ii) to replace the platform or the software or parts thereof or to modify these to the extent that the rights of third parties are no longer infringed. Should the further use of the platform or the software no longer be possible without infringing the rights of third parties, the Client is obliged to discontinue the use of the platform without delay.
- 5.7 Should the rights of third parties be infringed by the Client and a claim accordingly be asserted against Combeentation, the Client is obliged to fully indemnify and hold Combeentation harmless in this respect.
- 5.8 With the exception of the promises explicitly made in these Terms of Use, Combeentation shall not be liable for any claims of the Client and Users, no matter in which form they are asserted. In particular, Combeentation is not liable for claims (of any kind) or damages that exceed 5/12 of the revenue that Combeentation has made with the Client in the year of the damage. The entire liability of Combeentation is in any case explicitly limited to the amount of 5/12 of the revenue, which Combeentation generated with the Client in the year of the damage. Under no circumstances shall Combeentation be liable for claims for damages caused by slight or gross negligence, missed profit or missed savings, even if the possibility was pointed out to Combeentation that such damages could occur.
- 5.9 The use of the platform of Combeentation by the Users does not lead to any contractual commitment or obligation of Combeentation. Contracts regarding the products offered by the Client and ordered by the User shall be exclusively concluded between the Client and the User. Combeentation serves only as a technical platform for the transaction of business between the Client and the User. Accordingly, the responsibility towards the Users shall also lie solely with the Client.

6. Data protection

- 6.1 Combeeneration and the Client undertake to comply with the respectively applicable statutory provisions regarding data protection and to only collect, store, or process personal data within the scope of the statutory provisions or based on an explicit permission of the respective data subject.
- 6.2 It is noted that Combeeneration stores and processes data of the Client and its product data in a Cloud in a data center of American companies within the European Union. The Client explicitly accepts this.

7. Contractual duration and term

- 7.1 The granting of a license by Combeeneration and the right of the Client to use the platform of Combeeneration shall be carried out for the agreed duration of use. Combeeneration is entitled to dissolve the contract in writing by adhering to the agreed period of notice and consequently to forbid the use of the platform. The ordinary termination shall not require any substantiation. The Client and the Users shall, in the event of a termination by Combeeneration, have no claims against Combeeneration whatsoever, shall discontinue the use of the platform at the time of termination and shall return or destroy all materials of Combeeneration at the instruction of Combeeneration.
- 7.2 In any case, Combeeneration has the right to terminate the contract for good cause. Such termination for cause may be effected without prior notice. Important reasons include if the Client or the Users repeatedly violate these Terms of Use. Furthermore, a significant deterioration of the financial situation of the Client as well as, in particular, the opening of insolvency proceedings against the assets of the Client or a failure to open insolvency proceedings due to a lack of assets shall constitute good cause.
- Furthermore, an important reason is if the Client is taken over by another company by a majority. This also includes if the takeover is only indirect or if there is only a change of de facto control over the Client.

8. Non-competition clause

Under no circumstances is the Client entitled to utilize or even use work results or experience gained from the cooperation with Combeeneration for business relations with competing companies. Work results in this context do not include methods, experiences, concepts, solution approaches and the like used by the Client, which can essentially be summarized as the own "know-how" of the Client.

Trade or business secrets of Combeeneration may not be published or disclosed to third parties by the Client even after the expiration of 5 years after the termination of the business relationship. This shall also apply to the platform itself; the Client is in particular and without limitation

forbidden from copying or imitating the platform or parts thereof, from using or exploiting technical ideas or approaches or other intellectual property of Combeeneration associated with the platform and hereby competing with Combeeneration.

For each violation of this prohibition, a contractual penalty, which is not subject to judicial mitigation, is agreed upon in the amount of 10 times the total revenue paid by the Client to Combeeneration (based on the entire business relationship), but at least EUR 100,000.00, regardless of fault. Combeeneration expressly reserves the right to claim further damages.

9. Non-disclosure agreement

- 9.1 Combeeneration shall make business and trade secrets as well as other confidential information accessible to the Client in an oral or written form and shall also do this in future. The Client hereby undertakes to maintain strict secrecy concerning all information, which it has already received from Combeeneration and receives in future, not to forward this to third parties (not to affiliated companies either) and neither to use this for its own, nor for third party purposes.
- 9.2 The Client undertakes to make the information and data received from Combeeneration accessible to only those employees who require these for purposes of the cooperation, and to obligate these employees to secrecy in the same scope, also for the time after termination of the employment relationship. Such confidential information is not or rather no longer subject to the non-disclosure obligation if it is general knowledge or becomes general knowledge without the Client being responsible for this or the confidential information has become publicly known or general knowledge without a breach of this non-disclosure agreement. The Client has to prove the existence of the aforementioned exception.
- 9.3 The Client is obliged to prevent, by appropriate precautionary measures, unauthorized persons from being able to gain access to the data of Combeeneration.
- 9.4 The Client shall not acquire any rights whatsoever through this non-disclosure agreement to the intellectual or commercial property of Combeeneration or of a company affiliated with Combeeneration.
- 9.5 The aforementioned obligations shall also apply after the time at which the cooperation between the Client and Combeeneration ends. The Client undertakes to return all documents to Combeeneration without delay after the end of the cooperation as well as upon request at any time by Combeeneration and to immediately destroy all copies in its possession (in a paper form or in an electronic form).
- 9.6 Combeeneration shall not assume any guarantee whatsoever for the accuracy or completeness of the information handed over to the Client. Combeeneration and the Client explicitly confirm that

there are no other agreements at all, which shall prevent or render impossible a fulfilment of this non-disclosure agreement.

10. General provisions:

- 10.1. Combeeneration and the Client have to bear all costs associated with contractual negotiations or the execution of these Terms of Use, including all consulting costs for lawyers and tax consultants themselves and without a reciprocal claim for compensation.
- 10.2. Combeeneration reserves the right to make changes to these Terms of Use, other regulations, terms and conditions as well as websites at any time. The Terms of Use and other terms and conditions shall respectively apply to the contractual relationships between Combeeneration and the Client, which are in force at the time of a concrete business case (order or sales transaction), unless a change to these terms and conditions would be necessary due to a law or court order or official order. Combeeneration will publish changes on the website www.combeeneration.com and these can be viewed there by the Client.
- 10.3. Should one provision of these Terms of Use be or become invalid or unworkable in full or in part, this shall have no effect on the validity or workability of the other provisions. The Client hereby agrees to replace an invalid or unworkable provision with a valid or workable provision, which in its commercial content corresponds as close as possible with the invalid or unworkable provision.
- 10.4. These Terms of Use shall obligate the Client and its legal successors pursuant to the provisions of these Terms of Use. The Client is not entitled, without the prior consent of Combeeneration, to transfer agreements, which have been concluded on the basis of these Terms of Use, or rights and obligations, which have been established on the basis of these Terms of Use, to third parties.
- 10.5. These Terms of Use, as well as all agreements concluded on the basis of these Terms of Use, are subject to Austrian law under the exclusion of the standards of international private law as well as the UN Convention on Contracts for the International Sale of Goods.
For all disputes arising from or in connection with these Terms of Use or agreements concluded on the basis of these Terms of Use, including disputes regarding their conclusion, legal validity, amendment and termination, shall exclusively be subject to the jurisdiction of the competent court at 4152 Sarleinsbach.
Possible mandatory courts of jurisdiction or other consumer protection rights shall remain unaffected by the agreed court of jurisdiction.
- 10.6. Should Combeeneration not exploit or assert a right or legal remedy from these Terms of Use, this shall not establish – irrespective of the time or period of time of this omission – any waiver

by Combeeneration of the assertion of the right concerned or the filing of a legal remedy at a later time. Each waiver by Combeeneration in this respect shall require a written form in order to be valid.

- 10.7. Combeeneration is entitled to actively use the cooperation as well as the results of the cooperation with the Client as a reference and in particular to provide this as a hyperlink on its own website and to mention it in its own communication.
- 10.8. Irrespective of which language these Terms of Use are translated into, exclusively the version in the German language shall be deemed as authentic and decisive. This shall also apply in particular to questions of the interpretation of these Terms of Use.

Sarleinsbach, on 01.12.2023



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Walter Burgstaller, CEO, *Combeeneration GmbH*

ANNEX 1

System prerequisites and requirements:

1. Supported Webbrowser
<https://docs.combeeneration.com/docs/supported-browsers>
2. Supported Embeddings (systems in which the configurator can be embedded into)
<https://docs.combeeneration.com/docs/embedding-configurators>