

General Terms and Conditions of the Purchase-Contract for an I and C System

(as of 01 July 2019)

1 Cooperation between contract partners

- 1.1 Unify (depending on which is the contracting entity either: Unify Software and Solutions GmbH & Co. KG or Unify Communications and Collaboration GmbH & Co. KG) has to deliver the purchased goods and – if it has been expressly agreed - set up the I and C system on the Customer premises so that it is ready to operate, unless any other agreements have been made.
- 1.2 Unify shall carry out the agreed supplies and services (in the following: services) carefully and on-schedule. Unify is however authorized to use subcontractors.
- 1.3 These terms and conditions apply exclusively; any terms and conditions provided by the Customer that contradict or deviate from the Unify terms and conditions shall not be acknowledged by Unify unless Unify agreed to in writing. These terms and conditions shall also apply to the provision of any and all services by Unify to the Customer, notwithstanding any previously existing, contradicting or deviating terms and conditions of the Customer.
- 1.4 Unify may mention the Customer as a reference to third parties.

2 Customers obligation to co-operate, Data Backups

- 2.1 By fulfilling their collaboration obligations, the Customer shall contribute to Unify beginning the work on time and being able to carry it out without hindrance or interruptions. In particular the Customer shall provide the following facilities at its own expense, where these are required to carry out the work as defined in this contract:
 - unrestricted access at all times to all Customer property, buildings, switching plant and rooms etc.,
 - available, building description and floor plans,
 - access to the hardware and software of the relevant information and communication equipment,
 - administration rights to the extent required for the services to be provided
 - a connection to the public telephone network in the vicinity of the devices and the technical transmission equipment required,
 - power, including the necessary connections through to the point of use, heating, general lighting and, where necessary, air conditioning, ventilation and water,
 - suitable security measures to prevent theft, damage, destruction and any other detrimental effects on material stored by Unify at the point of use
- 2.2 If the Customer does not comply with the above collaboration obligations in good time or in sufficient measures, Unify is authorized to provide the necessary services and measures at the Customer's expense or have them provided by third parties.
- 2.3 It is the Customer's responsibility to make regular backups of its programs, data and information. Supplementary the Customer shall prior to any advised performance of service or supplementary performance [*Nacherfüllung*] by Unify, create a complete backup of its affected data and information. On Customer's request Unify will make the necessary backups with remuneration on a time and material basis.

3 Retention of title, ownership on replaced objects, disposal of old equipment

- 3.1 Items pertaining to the supplies of the I and C Solution (retained goods) shall remain the property of Unify until each and every claim Unify has against the Customer on account of the business connection has been fulfilled. This has no effect on section 4.1. If the combined value of the security interests of Unify exceeds the value of all secured claims by more than 10%, Unify shall release, on a corresponding pro-rata basis, part of the security interest if so requested by the Customer. However, it is Unify's choice, which part to release.
- 3.2 For the duration of the retention of title, the Customer may not pledge the retained goods or use them as security or resale them.
- 3.3 The Customer shall inform Unify forthwith of any seizure or other act of intervention by third parties.
- 3.4 Where the Customer fails to fulfil its duties, including failure to make payments due, Unify shall be entitled in addition to take back the retained goods to cancel the contract in the case of continued failure following expiry of a reasonable time limit set by Unify; the statutory provisions that a time limit is not needed remain unaffected. The Customer shall be obliged to surrender the retained goods.
- 3.5 If Unify takes back or distains the retained goods or claims its retention of title, it is not a cancellation of the contract unless Unify expressly declares to do so.
- 3.6 If Unify replaces objects to fulfill a Customer order or to rectify a defect as to quality, the replacement is accompanied by return of ownership to Unify of the objects taken back. The ownership of the replacements is transferred to the Customer, once the Customer has fulfilled Unify's outstanding claims,.
- 3.7 Dismantling, evacuation (including any transport insurance due) and also environmentally compatible disposal of old equipment is charged at Unify's currently applicable list prices in each case.
- 3.8 Unless some other agreement has been made in this regard, the Customer is responsible for deleting its Customer data well before dismantling work starts.
- 3.9 Objects for which the Customer commissioned Unify or its subcontractors to dismantle and to dispose are transferred to Unify's ownership when dismantled.
- 3.10 If the Customer commissions Unify merely to dispose of the objects, transfer of ownership to Unify's occurs on delivery to Unify or to their subcontractor.

4 Inclusion of "End User License Agreement (EULA) for the Use of Unify Software,,"

- 4.1 For Unify Software the "End User License Agreement (EULA) for the Use of Unify Software", current at the time the agreement is entered into, applies. Every supplementary program code (e.g. patch) which is made available to the customer as part of a service or under warranty shall be subject to the license terms of the respective software product, unless otherwise agreed in an individual case.
- 4.2 In case provided data media contain several software products, the Customer shall only use the software licensed

for him in the contract. The unbundling or repackaging of software for sale or resale is not permitted.

- 4.3 The Customer may not decompile or disassemble the Software, remove any program parts, undertake reverse engineering or otherwise try to derive the source code, except as provided by mandatory law to gain its functionality or interoperability with other computer programs.
- 4.4 Software shall only be licensed in machine-readable form. However, insofar as the terms of license for Open Source Software provide for provision of the source code, Unify shall make this available at the Customer's request in return for corresponding reimbursement of expenses.

5 Acceptance

- 5.1 Where there is provision for acceptance of services or for partial acceptance of separate services, the respective services are available to the Customer during a test period, starting with the delivery of the services and lasting one calendar week.
- 5.2 The services as well as agreed partial services are deemed to be accepted, if
 - The Customer confirms that the services comply with the contractual specifications, or
 - The Customer does not report any serious deficiencies during the test period, or
 - The Customer uses the services after the test period expires.

6 Transfer of risk

- 6.1 Even where delivery has been agreed freight free, the risk shall pass to the Customer as follows:
 - If the services do not include assembly, erection or set up ready to operate, at the time when the services are shipped or picked up by carrier. Upon request of the Customer, Unify shall insure the services against the usual risks of transport at the expense of the Customer.
 - If the services include assembly, erection or set up ready to operate, at the day of taking-over in the own works or, if so agreed, after a satisfactory trial run,
 - If the software is provided via electronic communication media (e.g. via the Internet) risk is transferred when the software leaves the area of influence of Unify (e.g. the server when downloading).
- 6.2 The risk shall pass to the Customer if dispatch, delivery or transition is delayed for reasons for which the Customer is responsible, or if the Customer has otherwise failed to accept the services.

7 Defects as to quality

- 7.1 All parts or services where a defect as to quality [Sachmangel], (hereinafter referred to as defects) becomes apparent within the limitation period shall, at the discretion of Unify, be repaired, replaced or provided again free of charge irrespective of the hours of operation elapsed, provided that the reason for the defects had already existed at the time when the risk passed.
- 7.2 With software errors, Unify supplementary performs by giving the Customer a new release of the software version delivered as soon as this is available at Unify or accessible with reasonable efforts..
- 7.3 Software is free of material deficiencies when, on transfer of risk, if it substantially conforms to the characteristics, finally described in the pertaining Software Documentation.

- 7.4 Claims for supplementary performance, to cancel the contract or to reduce the remuneration are subject to a limitation period of 12 months, starting at the earliest as allowable by law. This provision shall not apply where longer periods are prescribed by law according to §§ 438 (1) No. 2 (items used for a building), 479 (1)1 (right of recourse) and 634a (defects of a building) German Civil Code (BGB) as well as in cases where Unify fraudulently conceals a defect or breaches a guarantee for the condition of the goods [Beschaffheitsgarantie]. The legal provisions regarding suspension of expiration [Ablaufhemmung], suspension [Hemmung] and recommencement of limitation periods remain unaffected. Claims according to §§ 377, 381 (2) German Commercial Code (HGB) have to be made in written form without delay.
- 7.5 In the case of notification of a defect, the Customer may withhold payments to a reasonable extent taking into account the defect occurred. The Customer, however, may withhold payments only if the subject-matter of the notification of the defect occurred is justified beyond doubt. The Customer's right to withhold payments shall be time barred upon expiration of the limitation periods applicable to defects. Unjustified notifications of defect shall entitle Unify to have its expenses reimbursed by the Customer..
- 7.6 Unify shall be given the opportunity to supplement its performance [Nacherfüllung] within a reasonable period of time.
- 7.7 Where a software error affects a modification of a standard software by Unify or the development of individual software by Unify, as ordered by the Customer, Unify has to provide the Customer with an interim solution until a new build or release can be provided, if it is possible to do this with the appropriate expense and if the Customer would otherwise not be able to handle orders that cannot be postponed.
- 7.8 If the supplementary performance is unsuccessful, the Customer shall be entitled to cancel the contract or to reduce the remuneration.
- 7.9 There shall be no claims based on defect in cases of insignificant deviations from the agreed quality, of only minor impairment of usefulness, of natural wear and tear or damage arising after the transfer of risk from faulty or negligent handling, excessive strain, unsuitable equipment or from particular external influences not assumed under the contract, or from non-reproducible software errors. The same applies when the software is not used in accordance with the applicable installation requirements or not in accordance with the appropriate conditions of usage. Claims based on defects attributable to improper modifications or repair work carried out by the Customer or third parties and the consequences thereof shall be likewise excluded.
- 7.10 Unify makes no guarantee that the software functions satisfy the demands of the Customer, that software products interoperate as selected by the Customer, that these will operate without interruption and without faults or that all software errors can be rectified.
- 7.11 Claims for defects cannot be made with regard to the quality and suitability of the objects and materials provided by the Customer. This applies equally to defects in the work done by Customer-supplied personnel, unless the Customer can prove that the defect is attributable to incorrect instructions or violation of the duty of supervision by Unify.
- 7.12 The Customer shall have no claim with respect to expenses

incurred in the course of supplementary performance, including costs of travel and transport, labour, and material, to the extent that expenses are increased because the subject-matter of the services was subsequently brought to another location than the Customer's branch office, unless doing so complies with the intended use of the Supplies.

- 7.13 Claims for damages and claims for reimbursement of expenses (hereinafter together referred to as claims for damages) based on a defect are excluded. This shall not apply where Unify fraudulently conceals a defect, breaches a guarantee for the condition of the goods [Beschaffenheitsgarantie] or intentionally or grossly negligently fails to fulfil its obligation as well as in cases of injury of life, body or health. Any other claims or any such claims exceeding the claims provided in this clause 8 of the Customer, no matter for what legal ground is excluded. The above provision does not imply a change in the burden of proof to the detriment of the Customer.

8 Time for services; delay

- 8.1 Times set for services can only be observed if all documents to be supplied by the Customer, necessary permits and releases, especially concerning plans, are received in time and if agreed terms of payment and other obligations of the Customer are fulfilled. Unless these conditions are fulfilled in time, times set shall be extended appropriately; this shall not apply where Unify is responsible for the delay.
- 8.2 If non-observance of the times set is due to force majeure such as mobilization, war, acts of terrorism, rebellion or similar events, e.g. strike or lockout, such time shall be extended accordingly.
- 8.3 If Unify is responsible for the delay and the Customer demonstrably suffered a loss there from, the Customer may claim a compensation as liquidated damages of 0.5 % for every completed week of delay, but in no case more than a total of 5 % of the price of that part of the services which because of the delay could not be put to the intended use. If the delay relates to software, with a separate license fee or services, the above also applies correspondingly.
- 8.4 Customer's claims for damages due to delayed services as well as claims for damages in lieu of performance exceeding the limits specified in section. 10(3) above shall be excluded in all cases of delayed services even upon expiry of a time set to Unify to effect the Supplies. This shall not apply in cases of mandatory liability based on intent, gross negligence, or due to injury of life, body or health. Cancellation of the contract by the Customer based on statute shall be limited to cases where Unify is responsible for the delay.
- 8.5 The above provisions do not imply a change in the burden of proof to the detriment of the Customer.
- 8.6 At Unify's request the Customer shall declare within a reasonable period of time whether the Customer cancels the contract due to the delayed Supplies or insists on the Supplies to be carried out and/or which of the claims and rights due to the Customer it is enforcing.

9 Payment conditions, billing, price adjustments

- 9.1 The ordered volume, consisting of the purchase prices for the goods and other non-ongoing prices for one time service items fall due as follows:
- 40 % at conclusion of the contract,

- after the remainder of the purchase prices when the respective delivery has been made,
 - the remainder of other non-ongoing prices for one time service items on acceptance, or if no acceptance is agreed to, on handover date,
- and shall be paid within 10 days after Customer's receipt of the invoice.

- 9.2 Unless any flat-rate prices are agreed, Unify calculates its services on working time, travel and waiting time expended at its list prices valid at the time. The Customer may at any time before signing a contract ask for the valid list prices if they are not known to him. For billing on hourly or monthly rates, each hour or month started is billed using a pro-rata billing rate. For services which are to be provided outside Unify's normal working hours, special rates apply. The Customer allows ancillary costs, e.g. for telephone, costs for necessary journeys and any overnight stay needed. On Customer's request Unify will provide the respective applicable price lists.
- 9.3 The Customer is only justified in offsetting or holding back payments due if Unify has expressly agreed to this in writing or if the counterclaims are undisputed or established with legal force.
- 9.4 In case of direct debits Unify charges outstanding debts on their due date, however, non-ongoing prices at the earliest 5 working days after receipt of the invoice. It is the Customer's responsibility to ensure that the account is sufficiently covered on due date.
- 9.5 If, to compensate for increases in personnel and/or other miscellaneous costs, Unify's normal list leasing prices or payments to be made on an ongoing basis for software or services are increased, Unify can increase the prices in this contract which are not yet due in this contract accordingly, provided they are affected by the price increase.

10 Pricing

- 10.1 The agreed prices are taken as free Unify logistic center, Frauenaurach, Germany. Freight and packing are charged separately.

11 Confidentiality, data protection

- 11.1 Unify and the Customer shall treat all information, business operations and documents ("Information"), of which they become aware in connection with this Agreement and which have been marked for them as confidential, as confidential in relation to third parties unless such Information has become generally known in some other way. Said duty shall also endure beyond termination or expiry of this Agreement. Unify and the Customer shall impose a corresponding obligation on their employees affected by this Agreement. Unify shall be entitled to pass on Information to subcontractors provided that such subcontractors are bound by an obligation of secrecy equivalent to this provision.
- 11.2 In relation to the performance to be rendered in the individual case Unify shall be entitled to access and process the databases available at the Customer, including personal data.
- 11.3 If personal data is processed Unify shall render said performance through employees who are bound by the data secrecy under Paragraph 5 of the Federal Data Protection Act (Bundesdatenschutzgesetz) and the telecommunications secrecy under Paragraph 88 of the Telecommunications Act

(Telekommunikationsgesetz). When working together with subcontractors Unify shall impose an obligation on said subcontractors in accordance with the data protection provisions of this Agreement.

- 11.4 If personal data is stored or otherwise processed Unify shall observe the Customer's directions and shall take the necessary technical and organizational measures to protect the data from misuse. Said duties shall also endure after termination or expiry of this Agreement. Unify's liability for breaches of data protection shall be excluded if Unify acted in accordance with a direction from the Customer.
- 11.5 Unify shall process the data obtained exclusively for the purposes of rendering the performance and shall delete such data from Unify's systems if no longer needed for said purpose.
- 11.6 Unify shall be entitled to forward personal data to subcontractors if said forwarding is necessary to carry out the performance. If forwarded to subcontractors outside the EU/EEC Unify shall take care that there is a level of data protection in place that satisfies the data protection rules of the European Union.
- 11.7 The Customer shall be responsible for all statutorily required preconditions being met (e.g. by obtaining declarations of consent or observing rights of co-determination) so that in this regard also Unify can render the agreed performance without infringing any law.

12 Acceptance of deliveries

- 12.1 The Customer shall not refuse to receive deliveries because of insignificant deficiencies.

13 Intellectual property rights and copyright; Defects in title

- 13.1 Unless otherwise agreed, Unify shall provide the services free from third parties' intellectual property rights and copyrights (hereinafter referred to as "IPR") with respect to the country of the place of destination. If a third party asserts a justified claim against the Customer based on an infringement of an IPR with respect to the Supplies made by Unify and then used in conformity with the contract, Unify shall be liable to the Customer within the time period stipulated in section. 7.4 as follows:

- 13.1.1 Unify shall choose whether to acquire, at its own expense, the right to use the IPR with respect to the Supplies concerned or whether to modify the Supplies such that they no longer infringe the IPR or replace them. If this would be unreasonable to demand from Unify, the Customer may cancel the contract or reduce the remuneration pursuant to the applicable statutory provisions. In case of rent the Customer right to withdraw from the contract shall be substituted by the right of premature termination.
- 13.1.2 The above obligations of Unify shall only apply if the Customer (i) immediately notifies Unify of any such claim asserted by the third party in writing, (ii) does not concede the existence of an infringement and (iii) leaves any protective measures and settlement negotiations to the discretion of Unify. If the Customer stops using the Supplies in order to reduce the damage or for other good reason, it shall be obliged to point out to the third party that

no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.

- 13.2 Claims of the Customer shall be excluded if it is itself responsible for the infringement of an IPR. .
- 13.3 Claims of the Customer shall also be excluded if the infringement of the IPR is caused by specifications made by the Customer, to a type of use not foreseeable by Unify or to the I and C Solution being modified by the Customer or being used together with products not provided by Unify..
- 13.4 In addition, with respect to claims by the Customer pursuant to section 13.1.1 above, section 7.5 and 7.6 shall apply *mutatis mutandis* in the event of an infringement of an IPR
- 13.5 Where other defects in title occur, section. 7 shall apply *mutatis mutandis*.
- 13.6 Customer's claims for damages based on an infringement of an IPR or a defect in title are excluded. This shall not apply where Unify fraudulently conceals a defect, breaches a guarantee for the condition of the goods or intentionally or grossly negligently fails to fulfil its obligation as well as in cases of injury of life, body or health. Any other claims or any such claims exceeding the claims provided in this clause 13 of the Customer, no matter for what legal reason is excluded. The above provision does not imply a change in the burden of proof to the detriment of the Customer.

14 Impossibility of performance; adaptation of contract

- 14.1 To the extent that services are impossible to be carried out, the Customer shall be entitled to claim damages, unless Unify is not responsible for the impossibility. The Customer's claim for damages shall, however, be limited to an amount of 10 % of the value of the part of the Supplies which, owing to the impossibility, cannot be put to the intended use. This limitation shall not apply in the case of mandatory liability based on intent, gross negligence or injury of life, body or health; this does not imply a change in the burden of proof to the detriment of the Customer. The right of the Customer to cancel the contract shall remain unaffected.
- 14.2 For temporary impossibility, Clause. 8 (time for services; delay) shall apply.
- 14.3 Where unforeseeable events within the meaning of section 8.2 substantially change the economic importance or the contents of the services or considerably affect Unify's business, the contract shall be adapted taking into account the principles of reasonableness and good faith. Where doing so is economically unreasonable, Unify shall have the right to cancel the contract. If Unify intends to exercise its right to cancel the contract, it shall notify the Customer thereof without undue delay after having realised the repercussions of the event; this shall also apply even where an extension of the delivery period had previously been agreed with the Customer.

15 Liability on the part of Unify

- 15.1 Unify bears unlimited liability for the injury of life, body or health for which it is responsible and makes good damage to property for which it is to blame, up to an amount of EUR 500.000,- for each instance of damage to property. The compensation obligation does not include the expense of restoring lost data and information.
- 15.2 Any claims for damages based on whatever legal reason, including infringement of duties arising in connection with

the contract or tort, shall be excluded.

- 15.3 The above shall not apply in the case of mandatory liability, e.g. under the German Product Liability Act ("Produkt-haftungsgesetz"), in the case of intent, gross negligence, injury of life, body or health, or breach of a guarantee for the conditions of the goods [*Beschaffheitsgarantie*] or of a condition which goes to the root of the contract ("*wesentliche Vertragspflichten*"). However, claims for damages arising from a breach of a condition which goes to the root of the contract shall be limited to the foreseeable damage which is intrinsic to the contract, unless caused by intent or gross negligence
- 15.4 If information, software, or documentation is licensed free of charge – such as, for instance, in the case of shareware, freeware, or open-source software – Unify will not be liable for any legal imperfections in title or for any faults in the information, software, or documentation concerned. In particular, it will not be responsible for their correctness, accuracy, freedom from the protective and proprietary rights of third parties, completeness, and/or usefulness. This will not apply in the case of malicious concealment of a defect, failure to comply with a quality guarantee, imperilment of life, bodily injury, damage to health, restriction of freedom, and intentional or grossly negligent breach of duty.
- 15.5 To the extent that the Customer has a valid claim for damages according to this clause, it shall be time-barred upon expiration of the limitation period applicable to defects pursuant to section 7.4. This shall not apply where Unify intentionally or grossly negligently fails to fulfil its obligation or fraudulently conceals a defect as well as in cases of injury of life, body or health or in the case of claims for damages under the German Product Liability Act.
- 15.6 The above provision does not imply a change in the burden of proof to the detriment of the Customer.

16 Legally ineffective provisions

Should individual provisions of this contract be ineffective in law or unable to be executed for legal reasons, this does not affect the overall validity of the contract. In such a case the parties to the contract will make an agreement which replaces the provision involved by a provision which has the equivalent economic effect where possible.

17 Export approvals,

- 17.1 Unify's obligations are subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.
- 17.2 If the Customer transfers goods (for the purpose of this clause goods refers to hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Unify, or works or services (including all kinds of technical support) performed by Unify, to a third party, or if the Customer reexports such goods, works or services, the Customer shall comply with all applicable national and international export/re-export control regulations of the Federal Republic of Germany, the European Union, the USA and with the

applicable national export law.

- 17.3 Prior to any transfer or export/re-export of goods, works or services, the Customer shall in particular check and guarantee by appropriate measures that
- there will be no infringement of an embargo imposed by the Federal Republic of Germany and/or the European Union and/or the United States of America and/ or the United Nations by such transfer or export, by brokering of agreements concerning those goods, works or services or by provision of other economic resources in connection with those goods, works or services, also considering the limitations of domestic business and prohibitions of by-passing those embargos;
 - such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless the Customer has obtained the required authorization;
 - the Customer is in compliance with the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein.
- 17.4 If required to enable the relevant authorities or Unify to conduct export control checks, the Customer, upon Unify's request, shall promptly provide Unify with all relevant information pertaining to the particular end Customer, the particular destination and the particular intended use of goods, works and services provided by Unify, as well as any export control restrictions existing.
- 17.5 The Customer shall indemnify and hold harmless Unify from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by the Customer, and the Customer shall compensate Unify for all losses and expenses resulting thereof.
- ## 18 Transfer of contractual rights and duties, subsidiary agreements, court of jurisdiction
- 18.1 Unify can transfer the rights and obligations from this contract to a third party. The transfer will not take effect if the Customer objects to the transfer in writing within 4 weeks of receiving such a notification; Unify will draw attention to this fact in the notification.
- 18.2 This contract is governed by substantive German law under exclusion of the conflict of laws provisions and of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 18.3 Subsidiary agreements must be made in writing.
- 18.4 The court of jurisdiction, when the Customer is a business administrator in the sense of the HGB, shall be Munich, Germany.
- 18.5 If there is any ambiguity, discrepancy, inaccuracy or inconsistency between relevant provisions of these General Terms and Conditions and any provisions of the German text hereto available at Unify, the provisions of such original German document shall prevail.