

## **General Business and Licence Conditions**

### **I. General information**

1. The following General Business and Licence Conditions (hereinafter referred to as "GBLC") apply exclusively, unless they are amended by written agreement between the parties.
2. Any terms and conditions of the customer that contradict or deviate from the following GBLC will not be recognized.
3. Our offer is only directed at customers who use our services exclusively in their independent professional, commercial, official or official activity. This is to be proven to us on request.

### **II. Subject matter of the contract and right of use**

1. The contract is concluded between the customer and Pre-A – Gesellschaft für Process Robotic Easy Automation mbH (hereinafter Pre-A). We, PARIS AG, act exclusively in the name and on behalf of Pre-A. With the installation of the program the customer acquires from Pre-A a simple, non-exclusive right of use of the program for the agreed period of use and the agreed conditions. The customer may not sell, give away, lend or lease the program. The statutory minimum rights of use shall remain unaffected.
2. The program is not suitable and intended for installation or use on computer systems that require error-free operation in any case or systems where software errors can cause damage. Pre-A cannot exclude the possibility that the program may react incorrectly in certain hardware and software environments.
3. The source code of the program is a trade secret worthy of protection. Pre-A retains ownership and all rights to the source code. This applies in particular to copyright and any database rights. The customer commits itself not to take any measures that could enable him or another person to access or use the source code. In particular, decompiling, disassembling and all other attempts in this direction are prohibited. Under no circumstances may the customer modify the source code of this program.

### **III. Prices and terms of payment, reservation of title**

1. Unless otherwise agreed or the customer use the program beyond the agreed period of use and the agreed conditions, Pre-A is entitled to charge the prices of its currently valid price list of the product plus the service fee of 22%.
2. The program remains property of Pre-A until full payment has been made.

### **IV. Limitation of warranty and liability**

1. Technical data, specifications and performance data in public statements, in particular in advertising media, are not statements of quality and conditions of the product.
2. Claims for defects are subject to a limitation period of twelve months, unless the defect was fraudulently concealed. The assertion of claims for defects is dependent on defects being reported in writing within one week of their first detection. We and Pre-A may refuse subsequent performance as long as the customer has not yet paid the remuneration owed in full.
3. We and Pre-A are liable for intentional misconduct and gross negligence. We and Pre-A are only liable for slight negligence in case of violation of an essential contractual obligation (cardinal obligation), the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the customer may regularly rely, as well as for damages resulting from injury to life, body or health.
4. We and Pre-A are not liable for damages resulting from the download, installation or use of the program. This applies in particular to all consequential damages. We and Pre-A assume no liability for loss of profit, lost time, business interruption, damage to or destruction of data, data processing systems, computer networks etc. We and Pre-A are not liable for the loss of data and/or programs. The customer is obliged to make data backups before downloading and to ensure that lost data can be restored with reasonable effort.

5. The customer as licensee is solely responsible for all recorded content and the consequences resulting from it. The customer indemnifies us and Pre-A from all claims of third parties which they may assert against us due to the content produced by the customer due to violation of their own rights. This applies in particular to claims under competition law and/or claims arising from copyrights or other property rights and industrial property rights.
6. If the customer receives an update or upgrade or a new version of the program, an effective license agreement for the previous version must exist in order to use the update. All updates that has been provided to the customer are subject to these terms and conditions and the General Terms and Conditions of Business and Licensing of Pre-A. In the course of the further development of the software components, it may not be possible to convert or provide all data generated by the customer, such as log or historical data, and to transfer them to the new software version. This fact is a necessary measure to ensure further development. Our liability and the liability of Pre-A for a possible loss of data in this form or similar is excluded.

## **V. Data privacy**

- 1) We ourselves and Pre-A do not store and process any data outside the program which could lead to conclusions about the customer as the person affected. Only the data necessary for the financial accounting and rights management as part of a contract initiation, a contract processing or a contact establishment are collected. Only personal data will be collected when the customer communicate them to us or to Pre-A.
2. By using the program, personal data may be stored in an encrypted database, if the respective sub-product uses a database. The customer is subject to a role and rights concept there depending on the licensed partial product to protect him from unauthorized access. The customer is responsible for the security of the data stored and managed in his infrastructure or hosted externally on behalf of the customer. This data may include name, contact information (e-mail and phone number), steps taken and results of individual learning scenarios/courses and related information.  
Exactly which data is collected depends on the data provided by the customer and is partly determined by the customer within the scope of using the program. We can provide information on the data used after provided access to the customer's system to us or Pre-A.
3. The data collected according to paragraphs 1. and 2. are not automatically deleted by the program, they serve as proof of the training and support measures of the software.  
A deletion according to Art.17 of the EU- General Data Protection Regulation (GDPR) is ensured by a support request to us or Pre-A.
4. The rights of the users of the software ("affected persons") must be ensured by the customer as licensee ("responsible person")
  - a. in accordance with Art. 15 of the GDPR, the right to request information on the personal data processed, to the extent specified therein
  - b. in accordance with Art. 16 GDPR, the right to demand immediately the correction of incorrect personal data or the completion of stored personal data;
  - c. in accordance with Art. 17 GDPR, the right to demand the deletion of the stored personal data, unless further processing of the data is
    - to exercise the right to freedom of expression and information;
    - to fulfil a legal obligation;
    - for reasons of public interest; or
    - is necessary for the assertion, exercise or defence of legal claims;

d. in accordance with Art. 18 of the GDPR, the right to demand the restriction of the processing of personal data, insofar as

- the correctness of the data is disputed;
- the processing is unlawful but the deletion is refused;
- we no longer need the data, but need it for the assertion, exercise or defence of legal claims; or
- the customer has lodged an objection to the processing in accordance with Art. 21 GDPR

e. pursuant to Art. 20 GDPR, the right to receive the personal data provided in a structured, common and machine-readable format or to request the transfer to another responsible party;

f. in accordance with Art. 77 GDPR, the right to complain to a supervisory authority.

5. By installing the program, the customer consents to the use of the data as described above.

#### **VI. Assignment of claims**

The assignment of claims is only permitted with our or the written consent of Pre-A.

#### **VII. Place of fulfilment, choice of law, place of jurisdiction**

1. Place of fulfilment and payment is the place of business of Pre-A.
2. The law of the Federal Republic of Germany applies exclusively, excluding the UN-CISG (Convention on Contracts for the International Sale of Goods).
3. Exclusive place of jurisdiction is the court responsible for the place of business of Pre-A.

#### **VIII. Severability Clause**

In case any provision be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. The parties hereby agree that the invalid provision shall be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid provision.

The German version of the General Business and Licence Conditions, which we have translated for you, is authoritative.