

General Terms and Conditions of genua GmbH For the Rental of Appliances (Hardware with Software)

1 Application of General Terms and Conditions

All deliveries, services and quotations of genua shall be made exclusively on the basis of these General Terms and Conditions.

These Terms and Conditions shall be deemed accepted no later than upon acceptance of the goods or service. Confirmations to the contrary by the customer with reference to its own terms and conditions of business or purchase are hereby rejected.

2 Subject matter of the contract/Definition of Terms

- 2.1 The subject matter of the contract is the rental of a product consisting of the devices and elements listed in the order confirmation with the properties and performance features specified there. Any optional deliveries and services to be provided (e.g. support and/or training) will also be listed in the order confirmation.
- 2.2 The "Rental Object" within the meaning of this contract is the genua product defined in more detail in the order confirmation. The computer programs belonging to the Rental Object, the user manual for these and other associated written material shall hereinafter be referred to collectively as "Software".

3 Quotation and conclusion of contract

- 3.1 Quotations provided by genua are subject to change and are non-binding. Declarations of acceptance and all orders shall require the written confirmation of genua in order to be legally effective.
- 3.2 Information in brochures, catalogs and other documents, such as in particular drawings, illustrations, dimensions, weights or other performance data and information shall only be binding if expressly and specifically designated as "binding" by genua in writing. This also applies in particular to solution concepts which genua has prepared before placing or accepting an order. No liability shall be accepted for the accuracy of technical data in third-party manufacturers' brochures.
- 3.3 genua's sales employees, sales or service staff are not authorized to make verbal subsidiary agreements or to give verbal assurances that go beyond the content of the written contract.

4 Changes to the service

genua reserves the right to make technical changes at any time; any deviations must therefore be accepted insofar as they are reasonable for the customer. genua is not obliged to make such changes also to Rental Objects that have already been delivered.

5 Prices

- 5.1 Our prices for goods apply "ex warehouse" excluding packaging, transport costs and insurance; these will be invoiced separately. The prices listed in the order confirmation shall be decisive.
- 5.2 genua reserves the right to change the prices accordingly if cost increases or cost reductions occur after the conclusion of the contract, in particular due to collective wage agreements or material price increases. Proof of these shall be provided to the customer on request.
- 5.3 The prices quoted by genua are exclusive of value added tax at the statutory rate.
- 5.4 Deduction of a discount is only permissible with a special written agreement.

6 Payment

- 6.1 genua shall invoice the customer for the services provided on a quarterly basis in arrears.
- 6.2 Invoices shall be payable fourteen (14) days after the invoice date without deduction. genua shall be entitled to offset payments against the customer's older debts first, notwithstanding any provisions of the customer to the contrary; the customer shall be informed of the manner in which offsetting has taken place.
- 6.3 A payment shall only be deemed to have been made once genua is able to access the amount. In the event that checks or bills of exchange are accepted, payment shall not be deemed to have been made until these have been cashed.
- 6.4 If genua becomes aware of circumstances that call the customer's creditworthiness into question, in particular if a check from the customer is not cashed or if the customer stops making payments, genua shall be entitled to declare the entire remaining debt due, even if checks have been accepted. genua shall also be entitled in this case to demand advance payments or the provision of security. If a correspondingly requested advance payment or security deposit is not provided, genua shall be entitled to withdraw from the contract.

7 Delivery and performance times

- 7.1 Delivery dates or deadlines, which can be agreed as binding or non-binding, must be in writing.
- 7.2 The start of the delivery period stated by us requires the clarification of all technical questions as well as the provision of any documents, approvals and releases to be obtained by the customer. All delivery dates are furthermore subject to genua's own timely and complete delivery.

- 7.3 The delivery deadline shall be deemed to have been met if the delivery item has left the warehouse or notification of readiness for dispatch has been given by the time the delivery deadline expires.
- 7.4 genua shall not be responsible for delays in delivery and performance due to force majeure or due to events that make delivery significantly more difficult or impossible for genua—this includes in particular strikes, lockouts, official orders, etc., even if they occur at genua's suppliers or their sub-suppliers—even in the case of bindingly agreed deadlines and dates; this shall also apply if such impediments arise during an existing delay. The aforementioned circumstances shall entitle genua to postpone the delivery or service for the duration of the impediment plus a reasonable start-up period or to withdraw from the contract in whole or in part on account of the part not yet fulfilled.
- 7.5 Where delays to delivery last longer than three (3) months, the customer shall be entitled, after setting a reasonable grace period, to withdraw from the part of the contract which has not yet been fulfilled. If the delivery time is extended or if genua is released from its obligation, the customer cannot derive any claims for damages from this. genua may only invoke the aforementioned circumstances if it notifies the customer immediately.
- 7.6 If genua is responsible for non-compliance with bindingly agreed deadlines and dates or is in default, the customer shall be entitled to compensation for default amounting to half a percent for each full week of default, but in total not more than five percent of the invoice value of the deliveries and services of the quarterly invoice affected by the default. Any further claims shall be excluded, unless the delay is due to intent or gross negligence on the part of genua.
- 7.7 genua shall be entitled to make partial deliveries, render partial services and issue partial invoices at any time.
- 7.8 Compliance with genua's delivery and performance obligations requires the timely and proper fulfillment of the customer's obligations. If the customer fails to meet its obligations to cooperate as specified in the order confirmation or elsewhere, or fails to do so in a timely manner, delivery and performance deadlines shall be extended accordingly.

8 Place of performance

Unless otherwise stated in the quotation and the order confirmation, delivery "ex warehouse" from genua is agreed.

9 Property

- 9.1 The Rental Object shall remain the property of genua for the entire rental period. The Software licenses shall be provided for the rental period and become invalid at the end of the rental period.
- 9.2 The customer is obliged to return the Rental Object in a flawless and operational condition. The customer shall return the Rental Object to genua at its own expense after expiration of the rental period.
- 9.3 The customer is obliged to notify genua immediately of any attempt by third parties to acquire the Rental Object, for example in the event of seizure, as well as of any damage, change of location or destruction of the Rental Object, and to notify the third party or par-

ties in advance in writing of genua's ownership and to forward this notification to genua. The customer shall be obliged to reimburse genua for all costs of recovery and to pay reasonable advances for legal costs upon request.

- 9.4 genua shall be entitled to withdraw from the contract in the event of a breach of contract by the customer and to demand the return of the Rental Object.
- 9.5 The editing and/or processing of the Rental Object by the Customer shall always be carried out in the name and on behalf of genua. If processing takes place with items not belonging to us, we shall claim co-ownership of the new item in the ratio of the value of the Rental Object supplied by us to the other items processed.

10 Reproduction rights and access protection with regard to delivered genua Software

- 10.1 The customer may reproduce a delivered genua program to the extent that the reproduction in question is necessary for the use of the program. Necessary reproductions include the installation of the program from the original data carrier to the mass storage of the hardware used as well as the loading of the program into the working memory.
- 10.2 If, for reasons of data security or to ensure rapid reactivation of the computer system after a total failure, the regular backup of the entire data stock, including the computer programs used, is essential, the customer may make backup copies in the number that is absolutely necessary. The backup copies may only be used for purely archiving purposes.
- 10.3 The customer may not make any further copies, including outputting the program code to a printer and photocopying the accompanying material supplied in print form. Any additional accompanying material required for employees must be obtained from genua.

11 Multiple use of genua programs

- 11.1 The customer may not use the programs on a hardware unit other than the Rental Object.
- 11.2 Simultaneous storage, retention or use on more than one hardware unit is not permitted. If the customer wishes to use the programs on more than one hardware unit at the same time, he must rent a corresponding number of program packages.

12 Decompilation and modifications of supplied genua programs

- 12.1 The back-translation of the provided genua program code into other code forms (decompilation) as well as other types of reverse engineering of the various manufacturing stages of the Software shall not be permitted, unless essential for establishing the interoperability of an independently created computer program. In this case, back-translation is also not permitted, however, if the necessary information has already been published in generally accessible form or is readily provided by genua upon request.

The interface information necessary for establishing interoperability can be requested from genua against payment of a reasonable cost contribution.

- 12.2 Otherwise, program changes are only permissible if and to the extent that they are necessary to correct bugs or to adapt to the customer's changed needs and genua either refuses to implement these changes under reasonable conditions or the changes have not been implemented by genua despite the setting and expiration of a reasonable deadline without result.
- 12.3 For all changes permitted under Section 12, the duty to inform under Section 22 must be observed.
- 12.4 Copyright notices, serial numbers and other product identification features may not be removed or altered under any circumstances.

13 Transfer, termination and passing on of supplied genua products

- 13.1 Upon conclusion of the contract, the customer shall be granted the non-exclusive right to use the Rental Object that is the subject of the contract for a limited period of time in accordance with the term of the rental agreement. The contract term shall be based on the contractual quotation.
- 13.2 If the term of the contract is unlimited, either party may terminate the contract by giving three (3) months' notice to the end of the month.
- 13.3 The customer may transfer the Rental Object, including the user manual and other accompanying material, to third parties for a limited period of time, insofar as this is not by way of renting for commercial purposes or leasing and genua has consented to the transfer and the third party consents in advance in writing to the continued application of these General Terms and Conditions to itself as well and the transferring customer transfers all program copies, including any existing backup copies, or destroys the copies not transferred. For the period of the transfer of the Rental Object to the third party, the customer shall have no right to use the software itself.
- 13.4 The customer may not provide the Rental Object to third parties if there is reasonable suspicion that the third party will violate the terms of the contract, in particular make unauthorized reproductions. This also applies in respect of employees of the customer.

14 Observance of the statutory provisions on the use or export of encryption programs; Indemnification obligation of the customer

- 14.1 genua products may contain encryption programs, the export and/or use of which in European and non-European countries is or in the future may be subject to restrictions, notification and/or licensing requirements, prohibitions or other regulations. genua therefore assumes no liability or warranty that these products or the encryption programs contained therein can be used without restriction in national and international data exchange at present or in the future or, if exported to other countries, can be exported there without restriction and re-exported from these countries to third countries without restriction. The above exclusion of liability shall not apply in the event of intent or gross negligence on the part of genua.
- 14.2 The customer shall be responsible for ensuring that the respective legal provisions of the countries concerned are complied with when using or exporting and/or re-exporting the programs. The customer shall indemnify genua against all claims and costs resulting from the fact that genua is held liable or subject to sanctions by third parties or the authorities

of the countries concerned due to a violation of such legal provisions for which the customer is responsible.

- 14.3 If the programs are leased to a third party, the customer must ensure that the third party indemnifies genua in a corresponding manner. If the customer fails to do so, or if the third party is unable to indemnify genua, the customer shall be liable to genua in place of the third party.

15 Provision of software of other manufacturers

- 15.1 If genua supplies software that has been created or licensed by a third party, the terms of use or license terms used by the third party for use by the end user shall be deemed agreed in this respect in the relationship between genua and the customer, provided that genua hands over the relevant terms to the customer upon conclusion of the contract or the customer already has them at that time.
- 15.2 If the requirements of paragraph 1 above are not met, or if the terms and conditions of the third party are invalid in whole or in part for legal reasons, the preceding provisions for genua Software (Sections 10 to 14 of these General Terms and Conditions) shall apply accordingly.

16 Obligations of the customer – duty to examine and give notice of defects

- 16.1 The customer shall inspect the Rental Object including software and accompanying material within eight (8) working days of delivery, in particular with regard to the functionality of the hardware, the completeness of the data carriers and the accompanying material as well as the functionality of basic program functions. Defects that are or can be identified in this process must be reported to genua by registered letter within a further eight (8) working days. The notice of defects must include a description of the defects in as much detail as possible. In this respect, the customer shall follow genua's instructions for problem analysis and error determination within reason.
- 16.2 Defects that cannot be detected within the scope of the described proper inspection must be notified within eight (8) working days after discovery in compliance with the notification requirements outlined.
- 16.3 In case of a breach of the duty to inspect the goods and notify defects, the delivered item shall be deemed approved despite the defect in question.
- 16.4 The customer shall bear the full burden of proof for all prerequisites for a claim, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect.
- 16.5 The customer is obliged to treat the Rental Object with care and to carry out the maintenance and servicing measures communicated to it.
- 16.6 The customer is obliged to ensure by using anti-virus software that is always up to date and through its own conduct that the Software is not destroyed by viruses or similar harmful effects or impaired in any way in its features and functionalities, its operability, etc.
- 16.7 The customer is obliged to properly secure the Rental Object against destruction, damage, loss or theft. If the Rental Object is damaged, destroyed or stolen during the rental period,

the customer shall bear the repair or replacement costs incurred by genua. If one of these events occurs, the customer must notify genua immediately, even if the customer is not responsible for the event.

17 Liability for defects/Compensation

- 17.1 genua's strict liability for any defects in the Rental Object that exist at the time the rental agreement is concluded is excluded.
- 17.2 Liability on the part of genua shall only be considered if the customer's intended use is not achievable or the suitability of the Rental Object for the specific use is rendered null and void.
- 17.3 genua must be notified immediately of any defects that occur during the rental period. Defects for which the customer is responsible shall be remedied at the customer's expense.
- 17.4 In the event of a defect in the Rental Object, the customer shall not be entitled to reduce the rental price payable during the time the defect is present. If there is a defect in the Rental Object for which genua is responsible, genua shall be entitled to choose between remedying the defect or delivering a replacement. Beyond this and unless otherwise stated below, claims for damages by the customer are excluded. In particular, genua shall not be liable for loss of profit or other financial losses of the customer caused by defects in the Rental Object.
- 17.5 In view of advancing technical developments, genua does not warrant that the security mechanisms integrated in genua products are currently or will in the future be impregnable for unauthorized persons, in particular that encryption codes will not be decrypted by third parties. This applies in particular if the customer does not carry out maintenance and ensure the continuous technical updating of the system.
- 17.6 genua products may contain encryption programs, the export and/or use of which in European and non-European countries is or in the future may be subject to restrictions, notification and/or licensing requirements, prohibitions or other regulations. genua therefore assumes no liability or warranty that these products or the encryption programs contained therein can be used without restriction in national and international data exchange at present or in the future or, if exported to other countries, can be exported there without restriction and re-exported from these countries to third countries without restriction.
- 17.7 The warranty does not cover any defects that are due to external circumstances beyond genua's control. In particular, genua shall not be liable for defects that are due to the conduct of the customer, its representatives and vicarious agents or third parties.
- 17.8 In the event of defect removal, genua shall be entitled to choose to carry out one of the following three (3) options—in each case at its expense:
 - a) to remedy the defect by means of remote data transmission; for this purpose, the customer shall grant access to its system in coordination with genua and support genua in analyzing and remedying the defect in accordance with instructions given by telephone or fax; the customer's security and confidentiality interests shall be taken into account; or
 - (b) to request that the defective Rental Object and/or defective components be made available in the original packaging within three (3) days ready for collection by genua for the purpose of repair or, at genua's request, be sent and subsequently returned to the customer; or

(c) to request that the customer have the defective Rental Object ready and send a service employee of genua to the customer to carry out the repair.

genua shall be entitled to assign the elimination of defects to a technically competent subcontractor.

genua shall be entitled, but not obliged, to temporarily provide the customer with a replacement device.

17.9 If genua's operating, maintenance or care instructions are not followed, if changes are made to the Rental Object, in particular to the programs, if the specially matched software and hardware components of the system are separated from each other, if parts are replaced or if components are used that do not comply with the original specifications, any warranty shall lapse unless the customer refutes a corresponding substantiated claim that any of these circumstances caused the defect.

17.10 Other and/or further claims of the customer other than those described above shall be excluded, unless genua is liable under Sections 19 and/or 20 of these General Terms and Conditions.

17.11 The customer shall not receive any guarantees in the legal sense from genua. Manufacturer's guarantees shall remain unaffected.

18 Next-business-day exchange service

18.1 If genua products are rented with the next-business-day exchange service, the following provisions shall apply. If these provisions do not apply in whole or in part, the general warranty provisions in Section 17 shall apply.

18.2 Depending on which genua product is rented with next-business-day exchange service, a next-business-day exchange service shall be provided for a period of two (2) or three (3) years from delivery within Germany and/or the EU.

18.3 If the customer wants to use the next-business-day exchange service, it must notify genua of the hardware defect on a business day (Monday to Friday, excluding public holidays in Bavaria) between 9am and 12pm. The defect must be verified by genua during this time.

The customer can send genua the fault report by telephone, e-mail or fax.

Telephone: 089-991950-900

Fax: 089-991950-999

E-mail: support@genua.de

18.4 Response times are approximate and may vary in individual cases (e.g., in the event of disruptions to road traffic, poor weather conditions, locations not connected to the national and state road network, or delayed availability of spare parts for reasons beyond our control). No fixed response time is agreed for islands or mountainous regions.

18.5 genua is entitled to have the next-business-day exchange service provided by a third party with technical expertise.

18.6 The next-business-day exchange service has the following range of services:

In case of defective hardware, the customer will receive an identical device in exchange for the defective device on the next business day within Germany; within the EU, the delivery time is up to six (6) business days. The prerequisite for this is that genua has determined the necessity for a hardware replacement. The customer is obliged to cooperate in the error analysis to the extent of its capabilities. genua will carry out an exchange of the supplied defective hardware with associated effort on the part of the customer, taking into account the legitimate interests of the customer. A technician will only be deployed on site at the customer's location if the originally supplied defective device was installed by genua at the current location. If the device is located abroad, the travel costs shall be borne by the customer. The replacement device shall remain with the customer in place of the originally supplied device.

18.7 Deviating provisions must be agreed upon in writing between genua and the customer.

18.8 The following cases are not covered by the next-business-day exchange service:

Errors due to defective or incorrectly installed operating system or applications

Defects in peripheral devices (mouse, keyboard, monitor, etc.)

Errors in user software or faulty drivers

Data transfer when replacing the hard disk (can be ordered optionally as an additional service). Under no circumstances will responsibility be accepted for any loss of data.

Maintenance procedures

Modification of the device configuration or conversions

Repair due to improper handling or virus attack

Wear parts and consumables (rechargeable battery, battery, toner, phosphor layer on the screen, write-read heads on streamers, keyboards, etc.)

Repair of possible software errors of third-party products (e.g. virus scanner)

19 **genua's liability for infringement of property rights**

19.1 genua warrants that the Rental Object will be free of third-party intellectual property rights (e.g. patents, copyrights, published patent applications, registered trade marks) within the territory of the Federal Republic of Germany that exclude or restrict its use.

19.2 If infringements of property rights are asserted after the conclusion of the contract and the use of the Rental Object is restricted or prohibited, genua shall be obliged, at its choice and expense, either to modify or replace the Rental Object in such a way that it no longer falls under the property rights but nevertheless complies with the contractual conditions, or to obtain the right for the customer to use the supplied item without restriction and without charging license fees. If genua proves that this is not possible or cannot reasonably be expected of it due to the impact on its economic situation, genua may withdraw from the contract, unless the customer settles with the holder of the property right at its own expense.

19.3 genua shall assume sole liability, unlimited in amount, vis-à-vis third parties for infringement of property rights, unless such infringement was caused by actions of the customer. genua shall in particular be obliged to conduct all legal disputes resulting from claims of third parties against the customer at its own expense.

19.4 The customer is obliged to notify genua immediately in writing if claims are asserted against it for infringement of property rights and to act in coordination with genua in the event of disputes with third parties.

20 Limitation of liability/Statute of limitations

20.1 genua shall be liable in accordance with the statutory provisions in cases of intent or gross negligence on the part of genua or on the part of genua's representatives or vicarious agents. Apart from that, genua shall only be liable according to the Product Liability Act and in cases of injury to life, limb or health or due to culpable breach of material contractual obligations. Material contractual obligations are those, the fulfillment of which is essential for the proper execution of the contract and upon compliance with which the contract partner may normally be entitled to rely. However, claims for damages for breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract. genua's liability shall also be limited in cases of gross negligence to the foreseeable damage typical for the contract if none of the exceptional cases listed in sentence 2 of this paragraph apply.

20.2 Liability for damage caused by the Rental Object to the customer's legal assets, e.g. damage to other property, is excluded. This shall not apply in the event of intent or gross negligence or in the event of injury to life, limb or health or in the event of culpable breach of material contractual obligations within the meaning of Section 20.1 sentence 2.

20.3 Liability for data loss is limited to the typical recovery costs which would have arisen if regular and risk-appropriate backup copies had been made, unless the loss is caused by intention or gross negligence.

20.4 The above provisions shall also apply in favor of genua employees.

21 Confidentiality

21.1 genua reserves the property rights and copyrights to all brochures, catalogs, illustrations, drawings, calculations, price lists and other documents. The same applies in respect of references obtained from third parties designated by genua to the customer.

21.2 The parties undertake to treat as confidential all correspondence within the scope of the execution of this contract as well as all knowledge of manufacturing or business secrets of the contractual partner obtained within the scope of the contractual relationship. This applies in particular to such documents and materials which are labeled as "confidential"; the express written consent of the labeling party shall be required prior to their disclosure.

21.3 The aforementioned confidentiality obligations of the parties shall not apply if there is a mandatory legal obligation to submit the documents to a public authority. If such an obligation exists, the submitting party shall immediately inform the contractual partner about the disclosure to the third party.

22 Obligations to provide information

- 22.1 In the event of re-letting the Rental Object or individual components, in particular in the event of re-letting the Software, the customer shall be obliged to inform genua in writing of the name and full address of the third party.
- 22.2 The customer must provide as detailed a description as possible of the disruption to the utilization of the program necessary for a permitted program change in accordance with Section 12. The description obligation includes a detailed description of the error symptoms that occurred, the suspected cause of the error and, in particular, a detailed description of the program change that was made.

23 Assignment, offsetting, right of retention

- 23.1 Any assignment of the customer's rights under this contract shall require genua's written consent.
- 23.2 The customer may only offset counterclaims against the rental price claim if such counterclaims have been recognized or have become legally binding.
- 23.3 The customer may only exercise a right of retention if its counterclaim is based on the same contractual relationship.

24 Written form

All agreements which involve an amendment, supplement or specification of these contractual provisions, as well as special assurances and agreements, must be written down. If they are declared by representatives or auxiliary persons of genua, they shall only be binding if genua gives its written consent thereto.

25 Confirmation of notice and acknowledgment

The customer is aware of genua's use of these General Terms and Conditions. The customer has had reasonable opportunity to familiarize itself with the content thereof.

26 Arbitration clause

- 26.1 The parties agree that in the event of any disputes arising from or in connection with this contract, contract extensions or supplements, which they are unable to settle among themselves, they should contact

Schlichtungsstelle der Deutschen Gesellschaft für Recht und Informatik e.V.

Schöne Aussicht 30

61348 Bad Homburg v.d.H.

Tel: +49 6172 / 920930

Fax: 06172 / 920933

E-mail: XGoebel@aol.com

to settle the dispute in whole or in part, provisionally or finally, in accordance with their conciliation rules as in effect at the time conciliation proceedings are initiated.

26.2 To enable conciliation, the parties mutually waive the defense of the statute of limitations for all claims arising from the disputed circumstances until one (1) month after the end of the conciliation proceedings. The waiver shall have the effect of suspending the statute of limitations.

27 Choice of law and place of jurisdiction

27.1 With regard to all legal relationships arising from this contractual relationship, the parties agree that the law of the Federal Republic of Germany shall apply, to the exclusion of all substantive or procedural legal standards that refer to the legal system of other states.

27.2 The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

27.3 If the customer is a registered merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, Munich (Munich I Regional Court) is agreed as the place of jurisdiction for all disputes arising in the course of the execution of this contractual relationship.

As at: May 2018