Additional Provisions

VECTRON

Vectron Systems AG, 48155 Münster, Germany
As of: 01/06/2018

Additional provisions for "software" in accordance with the Purchase Conditions of Vectron

1.

The Supplier shall install the software without errors on the hardware provided by Vectron and/or the hardware potentially to be supplied by the Supplier and instruct a number of employees to be determined by Vectron in the use of the program. The Supplier shall provide a printed software user manual for each employee to be instructed in the use of the program no later than during the training session. The manual shall also be provided in electronic form.

2.

The Supplier shall accommodate subsequent change request regarding the scope of functions, program structure, interface design and/or other features in return for a reasonable additional fee, unless such changes are included in an agreed fixed fee. The corresponding fee shall be determined on the basis of the additional time required and the remuneration calculated by the Supplier for the overall development. Comprehensible reasons shall be given for the additional fee.

3.

The Supplier shall treat test data diligently and in confidence. It may only be copied for the Supplier's own purposes and shall not be made available to third parties. The data shall be deleted and/or returned to Vectron, including any copies made, as soon as it is no longer required for the development of the program.

4.

The software shall be approved once it has been fully completed in accordance with the contractual requirements and without errors and after installing the program without errors on the hardware provided by Vectron or supplied by the Supplier, the initial instruction of employees and a subsequent test phase. Once the program has been installed, the Supplier shall provide evidence of the software's compliance with the contractual requirements and the existence of the key program functions by performing adequate approval tests. Vectron may request for test data provided by Vectron to be used for an approval test and for certain types of additional tests to be performed which Vectron regards as necessary for testing the program in a life-like environment.

5.

Vectron shall be granted, at a minimum, the legal rights of use in the program supplied in accordance with the contractual purpose, including any preliminary stages, source codes and other materialisations regardless of the capacity of the hardware used. Vectron may prepare its own additional manuals / documentation required for employees. In the event of individual software being developed, Vectron shall be entitled to hold the exclusive, irrevocable and non-transferable rights of use which are unlimited in terms of time, region and content. In the event of the sub-ject of agreement being the procurement of standard software, Vectron shall be granted non-exclusive rights of use which are unlimited in terms of time, region and content. Such rights of use shall be irrevocable and may be transferred by Vectron to third parties, in whole or part thereof.

6.

The provisions in Section 19 (Property rights) in the Purchasing conditions of Vectron shall apply accordingly.

7.

The Supplier shall notify Vectron in good time, but no later than upon order confirmation, should its services and deliveries contain open source software. Within the meaning of this document, open source software refers to software which has been made available to an unlimited number of users by the developer free of charge with the right to process and/or distribute it on the basis of a license or other contractual regulation (such as GNU General Public License (GPL), GNU Lesser GPL (LGPL), BSD License, Apache License, MIT License). In the event of the Supplier's services and deliveries containing open source software, the Supplier shall provide Vectron with the following no later than upon order confirmation:

- Source code of the open source software used, if the applicable open source licensing conditions require the disclosure of this source code
- List of all open source files used, including a reference to the respective applicable license and a copy of the unabridged license wording
- Written declaration that in the event of the open source software being used as intended, neither the Supplier's deliveries and services nor Vectron's products are subject to a "copyleft effect". Within the meaning of this provision, "copyleft effect" means that the open source licensing conditions require that certain deliveries and services of the Supplier and work derived thereof may only be distributed under the terms and conditions of the open source license, e.g. whilst disclosing the source code.

8.

The Supplier shall ensure that the software can be updated and maintained.

9.

The Supplier shall ensure that the tasks assigned to the Supplier are performed by qualified employees and with great care in accordance with the latest technical developments.

10.

The Supplier shall tailor the error-free software, particularly its parameter options, to meet Vectron's requirements so that it can be immediately used in a live environment, unless explicitly and otherwise agreed. The contractual services provided shall be based on the service specifications prepared and/or approved

by Vectron, including the technical specifications approved by Vectron and any functional specifications approved by Vectron as well as the contractual purpose, i.e. particularly the suitable, standard use of the software which is required in accordance with the agreement and which is expected when taking into consideration Vectron's interests according to the type of contractual performance.

11.

Unless explicitly and otherwise agreed, the Supplier shall be responsible for monitoring and realising the contractual service.

12.

If Vectron grants the Supplier access to its networks and/or data processing systems, such access may only be used for the fulfilment of the agreement. The Supplier shall assume liability for any illegal use and damages. The Supplier shall provide an up-to-date anti-virus program.

13.

The Supplier shall notify Vectron immediately and in writing of any discernible, existing or potential impairment of its services and mark it as a notification of concerns.

14.

The Supplier shall ensure that it holds the information required for providing the services. The Supplier shall request any additional information required for the provision of the services from Vectron.

15.

Vectron shall cooperate to a reasonable extent in the performance of the contractual service. Vectron shall assume liability regarding its obligation to co-operate with due diligence as if it were its own services.

16.

The recompiling of the program code provided into other code forms and other types of reverse engineering of the various software development stages are legally permitted, regardless of any further rights of Vectron. The same shall apply to the removal of copy protection or similar protection routines. The Supplier shall notify Vectron unprompted about any legal and/or technical restrictions of use.

17.

The above provisions in these additional provisions for software shall also apply to all companies affiliated with Vectron within the meaning of Sections 15 et seqq. of the German Stock Corporation Act (Aktiengesetz – AktG).

18.

Vectron may engage third parties with the execution of legally permitted program modifications.

As for the rest, the current version of the Purchasing conditions of Vectron shall apply.