

TENADO GmbH

General Terms and Conditions of Use and Sale

1 Applicability

1.1 These General Terms and Conditions of Use and Sale ("T&C's") apply to all deliveries and services rendered by the TENADO GmbH ("Tenado"), in particular to the provision of the software products sold by Tenado and the provision of any supplementary services in accordance with the contract concluded between Tenado and the customer.

1.2 These T&C's apply exclusively. Tenado does not recognise conflicting or deviating terms and conditions of the customer, unless Tenado has expressly agreed to their validity. Consent must be given in writing. These T&Cs shall also apply if Tenado provides the contractually owed services without reservation or accept the services of the suppliers or service providers without reservation in the knowledge of the customer's conflicting or deviating terms and conditions.

1.3 Unless an explicit distinction is made between consumers and entrepreneurs in the following paragraphs, they apply to both at the same time.

1.4 If there are framework agreements between the contracting parties, they take precedence. Unless special provisions have been made, the framework agreements are supplemented by these T&C's.

2 Subject of the contracts

2.1 Subject of the contract concluded with Tenado is

(a) the granting of a non-exclusive and non-transferable (and limited to the term of this contract, if applicable) right of use ("**License**") and the associated documentation for the ordered software, including the provision of a user manual (together the "**Product**"), whereas the content and term of which is determined by the scope of services selected by the customer, as well as

(b) further services, if additionally ordered by the customer.

2.2 For this purpose, the customer shall receive a copy of the ordered software and a version of the associated user documentation. The delivery of the Product is made by way of download, whereas Tenado shall make the Product available to the customer for download in its online portal Tenado Service Center, accessible at <https://www.XXX.de/.com>. Tenado shall provide the customer with the username and the corresponding password ("**Access Data**") for logging into the protected area of the Tenado Service Center online portal. The ordered software is protected by a license key, which will be sent to the customer via email upon conclusion of the contract. The license key will expire

within fourteen (14) days of receipt. If the customer has not used the licence key to download the ordered software within fourteen (14) days of receiving the licence key, the customer shall contact Tenado to obtain a new licence key. The customer shall receive the license key exclusively for the use of the ordered software as specified in this T&C's and the associated documentation of the contract.

3 Offer and conclusion of contract

3.1 The product offers are subject to change and do not constitute an offer to conclude a purchase agreement but are merely a non-binding invitation to the customer to order the Tenado's products. The customer has informed himself/herself about the product offers and is aware that he/she cannot place an order directly via Tenado's website and that the order process is not automated but involves individual contact with Tenado's employees. If the customer orders the desired product, he thereby submits a binding offer to conclude a purchase agreement for a period of two (2) weeks as further described hereinafter:

(a) Tenado provides the customer with a form ("Order Form") on its website as a PDF that the customer can download,

(b) the customer marks the desired products and services (and, if applicable, their terms) on the Order form and sends this electronically signed (e.g. via DocuSign or a comparable tool) to Tenado.

3.2 When the Order Form is sent to the customer, these T&C's and the information on the right of withdrawal pursuant to Section 6 will be transmitted to the customer.

3.3 After receipt of the signed Order Form, Tenado will review the Order Form.

3.4 Acceptance of the offer by Tenado and thus the conclusion of the contract shall only take place when Tenado electronically signs (e.g., via DocuSign or a comparable tool) and returns the Order Form to the customer ("**Order Confirmation**"). The Order Confirmation shall be sent within three (3) working days of the date of the Order at the latest. If no Order Confirmation was sent after this period, the offer shall be deemed unaccepted. Tenado reserves the right to check the customer's offer and not to accept every offer. For example, Tenado reserves the right to reject the customer's offer if Tenado has indications that customer has chosen a licence type not suitable for its use. If an offer is not accepted, Tenado does not owe a separate explanation or justification for the rejection.

3.5 The languages available for the conclusion of the Agreement are German and English.

3.6 If the customer is a consumer, he is entitled to revoke the Agreement in accordance with the information on the right of withdrawal pursuant to Section 6.

3.7 The text of the contract and the order data are made available before the contract is concluded and can be printed out and saved by the customer. After completion of the order process, the text of the contract is no longer saved.

4 Software Assignment and License Agreement

In the order the customer selects a license type in accordance with Section 4.2 and a type of use available for the respective License type in accordance with Section 4.1.

4.1 Type of use of the licence

The customer acquires the License for his own use only.

(a) Type of usage User

With the User usage type, the License is bound to a computer by activating the user. The customer can only use the License if it is activated and valid. Tenado grants customer the possibility to use the License on another computer. Since the License can only be used on one device at a time, customer deactivate it on the current computer. Following, the License can be reactivated on another computer. An internet connection is only required for activation and deactivation.

(b) Type of Usage Network

In the Network usage type, a service is activated on a server of the customer that manages the distribution of Licenses within a local network. If the License is started on a computer, it is blocked on the server. If the use is terminated, the License is available again. An internet connection is required to activate and deactivate the service. Once activated, no internet connection is required to use the service.

4.2 License types

The customer can choose from the license types set out in the Order Form. For all License types, the customer acquires a single, non-exclusive and non-transferable right of use to the Product. In the case of online submission or provision, the user manual is supplied in digital form only. In all other respects, all rights to the ordered software and documentation as well as to the user manual remain with Tenado and its licensors. The following special features apply to the following license types:

(a) Commercial

The Commercial License type allows the use of the full range of functions of the Product without any time restriction. The Commercial License is available in the User and Network usage modes.

(b) Academic

The Academic License type allows the use of the Product for educational purposes only and without time restrictions. Any further use (commercial use) is expressly prohibited. In the event of a breach of this obligation, Tenado is entitled to payment of the difference between the purchased license and the commercial license. The Academic License is available in the User and Network usage modes.

(c) Student

The Student License type allows the use of the Product for educational purposes only. Any further use (commercial use) is expressly prohibited. In the event of a breach of this obligation, Tenado is entitled to payment of the difference between the purchased license and the commercial license. If the customer is a consumer, Tenado must prove that damage has occurred at all. The Student license type is only available in the User usage type with a term limit of 12 months. After that, the License may no longer be used. The customer can only obtain the student license if he/she is at that time enrolled as a student at a general secondary school approved in Germany and abroad or as a student at a university or university of applied sciences approved in Germany and abroad. Proof shall be provided by the customer.

(d) Demo

The Demo License type allows the use of the full range of functions of the Product for the period selected in the order. The Demo License is only available in the User usage type.

(e) Promotion

The Promotion license type allows the use of the full range of functions of the Product for the period selected in the order. The Promotion license is only available in the User usage type.

4.3 As soon as the software is installed on a hard drive of the computer, it is considered to be used.

4.4 The license-compliant use of the software is checked by Tenado during activation of the License. If an unauthorized multiple use is detected, activation can be denied or further use of the software can be prevented. The Product contains program locks that prevent

unauthorized multiple use. These ensure that after installing the program on another computer, the previous program that was incorrectly not deactivated will be deactivated. Tenado is entitled to take all necessary measures to protect the Product, in particular to provide the Product with a protective plug.

5 Term and Termination

- 5.1 Unless otherwise agreed for specific License types, the contract shall enter into force on the day on which the Order Confirmation is sent as described in Section 3.4.
- 5.2 The Licence types Commercial and Academic will be provided with unlimited term.
- 5.3 For the License types Student, Demo and Promotion, the contract shall apply for the term selected in the order ("**Initial Term**").
- 5.4 If the customer is a consumer, the term shall be automatically extended indefinitely after expiry of the Initial Term if and as long as neither Party terminates the contract in writing with a notice period of one (1) month. The right to terminate for good cause shall remain unaffected.
- 5.5 If the customer is an entrepreneur, the term shall be automatically extended by one (1) further year after expiry of the Initial Term if and as long as neither Party terminates the contract in writing with a notice period of three (3) months (electronic signature sufficient). The right to terminate for good cause shall remain unaffected.

6 Right of withdrawal

- 6.1 If customer is a consumer, customer has a right of withdrawal subject to the following provisions.

Customer shall have no right of withdrawal if customer expressly consents to Tenado to commence with the performance of the contract prior to expiry of the withdrawal. Customer acknowledges that, by granting consent, customer will lose the right to withdraw from the contract upon the performance of the contract having commenced, e.g. upon activating the license key and downloading the Product. Such consent will be giving by customer by ticking the following checkbox prior to activating the license key in the Service Center portal:

☐ *"I agree to the performance of the agreement before expiry of the withdrawal period. I am aware that my right of withdrawal expires at the beginning of the execution of the agreement."*

- 6.2 Instructions on withdrawal

Instructions on withdrawal
Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of conclusion of the contract.

To exercise the right of withdrawal, you must inform us TENADO GmbH, Vierhausstraße 112, 44807 Bochum, Tel.: +49 234 9559 – 0, tenado.info@revalizesoftware.com. You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you have requested that the services should commence during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

6.3

Modell withdrawal form

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: TENADO GmbH, Vierhausstraße 112, 44807 Bochum,
tenado.info@revalizesoftware.com

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

Ordered on (*)/received on (*),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

(*) Delete as appropriate.

7 Fees and terms of payment

- 7.1 The fee is based on the customer's order and the fees in the Order Form valid at the time the contract is concluded. The fee is binding, whereby the statutory value added tax is only included for consumers.
- 7.2 In the case of entrepreneurs, Tenado only indicates the net price; VAT is therefore not included in the fees. This will be shown separately in the invoice on the day of invoicing in the amount required by law at that time.
- 7.3 Unless otherwise stated in any Order Confirmation, the purchase price is due for payment without any deductions within fourteen (14) days of receipt of the Product. The statutory provisions shall apply with regard to default of payment.
- 7.4 The customer shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed, have been recognized by Tenado or are synallagmatically linked to Tenado's main claim. If the customer is an entrepreneur, he shall only be entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

8 Delivery time

- 8.1 If Tenado specified delivery deadlines and these were the basis for placing the order, in the event of a strike and in cases of force majeure, these deadlines will be extended for the duration of the delay. The same applies if the customer fails to comply with any existing obligations to cooperate.
- 8.2 If no fixed delivery date has been agreed, delivery will take place no later than two (2) weeks after conclusion of the contract. If the customer has to comply with any obligations to cooperate, the period does not begin to run until the customer has fulfilled those obligations.
- 8.3 Insofar as the assertion of the customer's rights requires a reasonable grace period, this period will be at least two weeks.

9 Liability for defects

- 9.1 In the event of a defect, Tenado shall be liable to customer in accordance with the statutory provisions.
- 9.2 In the event of a defect, Tenado reserves the right to choose the type of subsequent performance vis-à-vis entrepreneurs.
- 9.3 In the case of consumers, the limitation period for claims for defects is two (2) years. The period begins with the transfer of risk.
- 9.4 In the case of entrepreneurs, the warranty period is always one (1) year. This does not apply to claims for damages due to defects. Section 10 of the T&C's shall apply to claims for damages due to a defect.
- 9.5 Tenado does not warrant that the Product will meet customer's specific requirements. The customer is solely responsible for the selection and use of the Product and the results obtained.
- 9.6 Technical data, specifications and performance information in public statements, in particular in advertising material, are not indications of quality. The functionality of the software is initially based on the description in the user documentation and, if applicable, the agreements made in addition to it.
- 9.7 Customer does not receive any guarantees in the legal sense from Tenado.
- 9.8 The warranty for the Product expires if customer modifies it or intervenes in any other way, unless the customer proves that these changes or interventions are not the cause of the error. The warranty is also excluded if customer does not comply with his obligations to install updates (Section 9.9).
- 9.9 Tenado shall provide updates to the software and shall notify the customer hereof. If Tenado provides updates for the Product, customer shall be obliged to install them immediately, but at the latest within six (6) weeks of the provision of the respective update. Tenado shall not be liable for damage that is resulting from the non-installation of updates or that could have been avoided by timely installation.

10 Liability for damages

- 10.1 Unless otherwise stipulated in this Section 10, the Tenado's liability is excluded. Tenado shall always be liable in the event of injury to life, limb or health as well as in the event of intent, gross negligence and fraudulent misrepresentation. Tenado shall also be liable for damages caused by slight negligence, whereby liability shall be limited to typical and foreseeable damages resulting from the breach of a material contractual obligation. A material obligation is an obligation whose fulfillment is essential for achieving the purpose of the contract and on whose fulfillment a contractual partner regularly relies on or may rely.
- 10.2 Liability in the event of delay in delivery to entrepreneurs is limited to 0.5% of the value of the goods to be

	delivered, but not more than 5% of the value of the goods to be delivered for each full week of delay, as part of a lump-sum compensation for delay.	13.4	Customer is prohibited to sub-lease the Product or transfer the purchased License to third parties, granting of sublicenses and use of the Product within an application service, unless Tenado has expressly consented to this in writing. Customer may not translate, edit, decompile, reverse engineer, disassemble or otherwise modify the Product.
11	Force Majeure		
11.1	The obligation of any Party under the contract shall be suspended during the period and to the extent that such Party is prevented from complying therewith by any circumstance of Force Majeure.	13.5	Customer may edit, modify, reproduce and distribute inventory files (drawings, graphics, symbols, templates, etc.) as part of his work. Customer may not distribute the inventory files to individuals if they constitute the actual value of his product or would become part of another software product.
11.2	"Force Majeure" shall mean embargoes, natural disasters, riots, wars, epidemics and pandemics, sabotage, strikes, unforeseeable governmental and official actions and events comparable to the aforementioned events, insofar as the respective event has a serious effect on the performance obligations of a Party and cannot be averted by suitable, reasonable measures of such Party.	14	Premium Care
11.3	As soon as possible after the occurrence of an event of Force Majeure, the Party invoking Force Majeure shall provide a notice to the other Party, which shall describe in reasonable details the circumstances under which Force Majeure has occurred, shall set forth the anticipated effect on the performance of the affected Party's obligations under this contract and apply reasonable measures to mitigate the effects of Force Majeure.	14.1	Premium Care includes upgrades (completely revised program versions) for the Product, telephone advice and support in the use of the Product, suggested solutions to design problems and a live service for quick problem analysis. The telephone services can be used to the extent of three (3) hours per month per License. There will be no carry-over of the unused budget.
11.4	In the event the respective Force Majeure event lasts for more than thirty (30) calendar days, the non-affected Party shall be entitled to terminate this contract with immediate effect by notice in writing to the affected Party.	14.2	Premium Care shall be remunerated in accordance with the fees in the Order Form valid at the time the contract is concluded. Premium Care will be provided for the term selected in the order (" Initial Term ").
12	Retention of title	14.3	If the customer is a consumer, the term for Premium Care shall be automatically extended indefinitely after expiry of the Initial Term if and as long as neither Party terminates the contract in writing with a notice period of one (1) month. The right to terminate for good cause shall remain unaffected.
	Tenado retains title to the Product supplied by Tenado until the fee has been paid in full.	14.4	If the customer is an entrepreneur, the term of Premium Care shall be automatically extended by one (1) further year after expiry of the Initial Term if and as long as neither Party terminates the contract electronically signed (e.g. via DocuSign or a comparable tool) with a notice period of three (3) months. The right to terminate for good cause shall remain unaffected.
13	Special obligations of the customer	14.5	A good cause is deemed to exist in particular in cases where
13.1	Tenado's software products have been developed in compliance with the accepted programming rules. According to the state of the art, it is not possible to develop computer programs in such a way that they work flawlessly under all conditions of use. Customer is therefore obliged to install all service packs offered by Tenado for download free of charge without undue delay, but no later than two (2) weeks after provision.	(a)	Tenado repeatedly (i.e., two (2) times) renders deficient performance of the Services, in particular does not comply with the service levels Section in 15.2, or
13.2	The software that Tendao sells requires expert personnel to operate. For the purpose of additional knowledge transfers or experts in specific fields, Tenado offers customer fee-based instructions or training seminars.	(b)	customer is in delay with its annual payment for more than three (3) months, if annual payment has been agreed in the order, or
13.3	For the installation of the software, only the installation instructions contained in the documentation are authoritative. It is the customer's responsibility to provide the system requirements necessary for the proper execution of the installation.	(c)	customer is repeatedly in delay with its monthly payment of the fees, if monthly payments are resulting from the order (i.e. two (2) payment in a row or with a cumulated amount of more than two (2) payments).

15	Availability of the TENADO Service Center	19.2	With regard to the rights of use, the mandatory provisions of the Copyright Act (§§ 69a et seq. of the Copyright Act) shall apply in addition. This shall also apply to the associated documentation, which is also protected by copyright law. Software and documentation shall be trade secrets of Tenado. The customer may not make the software, the associated serial number and documentation available to third parties without Tenado's consent. Consent shall be given in written form (E-Mail and electronically signed declarations not sufficient). Customer may only copy the software for the purpose of data backup, replacement, or troubleshooting. The copyright notice on the original must also be affixed to the copies.
15.1	The Service Center is the online portal for customers of Tenado. In order to use a Tenado Product, it is highly recommended to set up an account for the Service Center. Purchased Products and installation files can be stored there and made available for download when an account is set up. The customer can also manage the purchased Products in its own account of the Service Centre and view technical information and documentation.		
15.2	Tenado provides these services on an annual average with an overall availability of 98% minus maintenance work of a maximum of 6 hours per month announced by Tenado. During the maintenance work, the aforementioned services will not be available.	19.3	All rights to patents, utility models and designs, trademarks, and other property rights, as well as copyrights for the subject matter of the contract and the services remain with Tenado or the respective rights holders. This applies in particular to product names, software and name and trademark rights, as well as for all records and documents marked as confidential. Disclosure to third parties requires the express written consent of Tenado.
16	Training		
16.1	Customer shall have the opportunity to book additional trainings for the Product at any time. Such trainings must be selected in the order.		
16.2	If a training course is booked on a pre-determined date, customer is nevertheless obliged to pay the agreed fee in the event of a no-show at the start of the training.	19.4	Customer undertakes to treat all non-obvious, commercial and technical details that become known to him through the business relationship as trade secrets.
16.3	Tenado reserves the right to cancel the training course if the minimum number of three (3) Participants is not met. In this case, Tenado must inform the customer of the cancellation of the training course at least two (2) weeks in advance and customer will receive a full refund of the fee already paid.	19.5	If the software provided is replaced by an update or upgrade (new version), the rights of use granted to the customer in the previous version expire at the time the new version is used (activated). At that time, the rights to the new version described in Sections 19.1 - 19.3 above will be granted, taking into account the specific License previously acquired.
17	Data Protection	20	Final Provisions
17.1	The Parties acknowledge that for the download of the Software and when using the Premium Care, personal data of the customer or, if applicable, its employees, will be processed.	20.1	The contract shall be governed the law of the Federal Republic of Germany, whereby the application of the UN Convention on Contracts for the International Sale of Goods is excluded. If the customer is a consumer, this choice of law shall not deprive him of the protection afforded to him by provisions which cannot be derogated from by agreement in accordance with the law which would be applicable without the choice of law on the basis of statutory provisions.
17.2	Each Party shall be responsible for complying with its obligations under applicable data protection laws and further data protection related agreements shall be concluded between the Parties, if legally required.		
18	Formal requirements	20.2	If the customer is a consumer, the exclusive place of jurisdiction for all disputes arising from the contract shall be Bochum, if the customer has no general place of jurisdiction in Germany, moves his domicile or usual place of residence out of Germany after conclusion of the contract or his domicile or usual place of residence is not known at the time the action is brought.
	If customer must make legally relevant declarations and notifications to Tenado or to a third party, these are subject to the written form requirement (electronically signed document submitted via email sufficient). This does not apply to consumers.		
19	Intellectual Property Rights, Copyrights and Confidentiality	20.3	If the customer is an entrepreneur, the place of jurisdiction is Bochum. Tenado is also entitled to sue the customer at his general place of jurisdiction.
19.1	Tenado shall grant customer a single, non-exclusive and non-transferable right of use (and limited to the term of the contract, if applicable) for the Product and the property rights contained therein, which is compensated with the fee to be paid by customer in accordance with Section 7.	20.4	All amendments and additions to the contract must be made in writing (electronically signed document submitted via email sufficient), including amendments or additions to this written form requirement.

20.5 Tenado does not participate in the procedure for alternative dispute resolution in consumer matters in accordance with the Consumer Dispute Resolution Act (VSBG) and for online dispute resolution for consumer disputes in accordance with the Regulation on Online Dispute Resolution in Consumer Matters (ODR Regulation), available at <http://ec.europa.eu/consumers/odr/>.

Separate Terms of Use of the Integrated CADENAS Software Solution PARTS4CAD CADENAS GmbH, Berliner Allee 28b+c, 86153 Augsburg

transfer purchased licenses to subsidiaries or suppliers.

1. Applicability

These separate terms of use of the integrated CADENAS software solution PARTS4CAD apply additionally when the customer orders the Software.

The integrated CADENAS software ("Software") is a components catalogue that provides direct access to a large number of standard parts and components.

2. Rights and obligations of the customer

As a general rule, the customer is prohibited from:

- a) to transfer the Software or related written material to any unauthorized third party, to transfer any rights of use granted to unauthorized third parties, or to make the Software, the Material or the rights of use available to them, or to operate it in any location other than the licensed;
- b) reproduce, modify, translate, reverse engineer, recompile or reassemble the Software outside of the use covered by this contract;
- c) create, reproduce or distribute derivative works from the Software;
- d) reproduce, translate, modify, create derivative works from, reproduce or distribute the Written Material except for the customer's internal purposes, unless the customer's respective act is permitted by a mandatory legal provision;
- e) use the CAD models to produce more than single copies (outside the design drawing) or to create systematic collections, or to compile new databases outside of its PDM system and user agreement;
- f) translate, edit, arrange or otherwise rework the CAD models, in particular the preparation of summaries that replace the need to take note of the original data.
- g) All exclusive copyright and exploitation rights of the Tenado GmbH remain unaffected even in the case of application-specific adaptations, which are developed on behalf of TENADO GmbH. In all other respects, any changes made accordingly are also subject to the above provisions. The source code on the licensed object remains fully with CADENAS GmbH. There is no entitlement to the provision of the source code of the software used by CADENAS GmbH or the granting of rights of use to this source code.
- h) The customer is not entitled to transfer the contractual rights to which it is entitled to third parties, to grant the corresponding rights of use or to grant sublicenses. The customer may not

- i) For copyright reasons, the standards (DIN, ISO, etc.) are supplied as reduced tables (spectrum usually 70% of the respective standard parts). A deviation is also possible, as they have been derived from purchased parts catalog manufacturers under copyright law and do not correspond to the original tables of the standardization institutes. CADENAS GmbH does not assume any liability for the correct reproduction of the standards in their dimensions, representations and the like.
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