General Terms and Conditions

SEP Logistik AG

As of 11/2026

The following General Terms and Conditions (hereinafter referred to as "GTC") apply to the relationship between SEP Logistik AG (hereinafter referred to as "SEP") and its Customers (hereinafter referred to as "Customers") – collectively referred to as "Parties."

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A. Definitions and terms

The following definitions and terms apply to the terms used in these GTC and in Orders referring to these GTC:

Term	Definition
Affiliate	Company that is affiliated with a contractual partner within the meaning of Section 15 of the German Stock Corporation Act (AktG).
Concurrent User	Users who are logged into the RELAG® System at the same time. If a user is logged into the RELAG® System multiple times, each login counts as one concurrent user, regardless of the Device used to access the system.
Confidential Information	Any information, whether in written form or communicated verbally, which (i) is considered confidential or subject to secrecy by its very nature or (ii) must be recognized as confidential or subject to secrecy by the contractual partner to whom the information is communicated due to the external circumstances of the communication. Confidential Information includes, in particular, product descriptions, specifications, documentation, source code, prices, business plans, reports, and sales forecasts.
Cooperation Obligation	Any action that the Customer performs as part of an Order as a provision.
Defect (of the RELAG® System)	Reproducible program error or malfunction that causes the RELAG® System to not have the agreed-upon characteristics as described in the relevant documentation.
Defect (in Implementation Services)	Deviation from the agreed quality specified in the respective Service description for the Implementation Services. If no quality has been agreed, deviation from the average execution standard or state of the art.
Device	An identifiable computer system (Device) that may be used by multiple end users.
Documentation	Online operating instructions for the RELAG® System, which SEP makes available to its Customers. The documentation is provided either in electronic, printable form or as a video. Customer-specific adaptations are documented, provided this has been agreed in the Order.
End User	Employees of the Customer who use the RELAG® System .
Hotfix	Early update of the RELAG® System to fix individual defects, which are regularly incorporated into the next release or patch.
Implementation	Introduction and, if necessary, parameterization of the RELAG® System in the Customer's company.
Implementation Service	Any Service provided by SEP as part of an assignment to support the Customer in implementing the RELAG® System .
Infrastructure	The Infrastructure includes operating systems, database and application servers, the structure of the application environment (e.g., development, test, and production systems), the communication network with the corresponding security and management systems (e.g., firewalls, proxy servers), and remote access facilities for Installation and Maintenance.
Installation	Actions required to install the RELAG® System on the Customer's IT systems.
License Key	A letter or number code that is entered or requested during Installation or when the RELAG® System is started for the first time in Order to activate it.

Maintenance Services	Services to maintain the usability of the RELAG® System during operation.
Object Code	The RELAG® System in binary form, i.e., the expression form of a computer program that is not readable by humans and therefore does not serve to understand the program logic, but which is suitable for execution on a computer.
Order	Order for SEP to provide specific Services.
Personal Data	Part of the Customer data that is considered personal data under the provisions of the EU General Data Protection Regulation (EU GDPR).
Program Version	Exact designation of a program version of the RELAG® System .
Project	A one-time, time-limited Project of the Customer, e.g., for the Implementation of the RELAG® System or an update, in which SEP provides Implementation support.
RELAG® System	Standard software developed and distributed by SEP for managing and optimizing inventories and controlling intralogistics.
Response Time	Period between receipt of a Defect and initial response from SEP.
Service	Any activity that SEP performs for the Customer within the scope of an Order; for the Service portfolio, see section B.I.2 .
System Requirement	Minimum technical requirements for the Customer's Infrastructure that are necessary for the execution of the RELAG® System .
Third-Party Product	Software product from a third-Party manufacturer that is required for the use of the RELAG® System and must be provided by the Customer (e.g., operating systems, database systems, terminal or web servers, including interfaces).
Third-Party Software	Standard software product and the associated documentation for which the Customer acquires rights of use within the scope of an Order, but which has been developed for or by manufacturers other than SEP and is made available to the Customer within the scope of an Order.
Workaround	Timely-limited Workaround for a Defect (in the RELAG® System) and/or a malfunction.
Workflow	Structured sequence of business processes.
Working Day	Monday to Friday from 8:00 a.m. to 4:30 p.m. German time, with the exception of public holidays at the Weyarn location.
Working Hour	A Working Hour is defined as a sixty-minute unit of time within a Working Day.
Work Result	Any deliverable created by SEP within the scope of an Order for Implementation Services.
Version	Update of the RELAG® System that differs from the previous version in terms of functionality.

B. General Provisions

I. Orders and Reference to these General Terms and Conditions

1. Orders. The Parties agree on the specific provision of Services through Orders. Orders include the details of the provision of Services. They include a specific description of Services and, if applicable, the period of time during which the Services are to be provided. Orders consist of SEP' offer and the acceptance or Order from the Customer. Offers, acceptances, and Orders are usually exchanged by email or via a purchasing platform.

All Orders must be made in writing to be valid and must refer to these General Terms and Conditions. An Order placed by the Customer that contains additions, restrictions, or other changes to SEP's offer shall only become legally effective after SEP has sent an Order confirmation to the Customer. The mandatory execution of technical or organizational processes by the Customer for the conclusion of the contract (e.g., the Ordering processes of an electronic purchasing platform) shall not be considered an Order confirmation in this sense. The execution of such processes shall only be deemed an Order confirmation if SEP was given sufficient opportunity to negotiate the extensions, restrictions, or changes prior to the execution of these technical or organizational processes.

2. Possible Service Portfolio of the Orders. The following Services in particular may be the subject of Orders:

- Perpetual or timely-limited provision of the RELAG® System (sections C and E);
- Maintenance and Services in connection with the use of the RELAG® System (section D);
- Consulting and Implementation Services at the Customer's premises (section F);
- Hardware deliveries (e.g., for a forklift guidance system)
- Training of the Customer in the use and application of the RELAG® System (section F);
- Other consulting Services (Section F).

The specific Services agreed upon are determined by the specific Order and any documents attached to the respective Order.

3. Order of Precedence. The provisions in the Order take precedence over the provisions of these GTC.

II. Conflicting Terms and Conditions

In the event that the Customer's general terms and conditions contain provisions that conflict with the terms and conditions of SEP, the terms and conditions of SEP shall take precedence.

III. Cooperation and Responsibilities of the Customer

1. Individual Cooperation Obligations.

1.1 General Cooperation Obligations. Subject to further specifications in the Order, the Customer shall provide the following Cooperation Obligations:

- Appointment of a contact person who can be reached to the extent necessary. The contact person to be appointed by the Customer is responsible for the provision of the Customer's Cooperation Obligations.
- Notification of Defects and defects of title,
- Testing (e.g., through appropriate tests) the suitability of the RELAG® System for the purposes intended by the Customer and in the Infrastructure intended by the Customer for the use of the RELAG® System ,
- Notification of the Customer's sales tax identification number immediately after the Order takes effect.

1.2 Data Security. In particular, the Customer must ensure that all data processed by the RELAG® System is protected and secured to an appropriate extent, that redundant and suitable data backup and data processing systems are set up, that the RELAG® System is used properly, and that the results generated with the RELAG® System are checked and monitored.

1.3 Responsibility for Infrastructure. The functionality of the Infrastructure in which the Customer uses the RELAG® System is the sole responsibility of the Customer.

1.4 Further Cooperation Obligations. Further Cooperation Obligations arise from the respective Order placed with SEP (in particular from SEP's offers) and, if applicable, from the further provisions of these GTC.

2. Significance of Cooperation Obligations. Cooperation Obligations provided by the Customer are main contractual obligations. The contact person to be named by the Customer is responsible for the provision and coordination of the Customer's Cooperation Obligations.

3. Consequences of insufficient Cooperation. SEP is not responsible for delays in its own performance and any resulting damage incurred by the Customer due to delayed or non-performance of the Customer's

cooperation. The consequences of insufficient cooperation do not constitute a defect in performance.

If the Customer fails to provide the agreed Cooperation Obligations or does not provide them on time, the dates and timelines set for SEP's performance of its Services (see also section B.VI) shall be extended accordingly; the Parties shall adjust the schedule by mutual agreement. SEP shall inform the Customer of any adjustments and extensions, referring to the specific Cooperation Obligations that have not been provided. In all other respects, the statutory provisions shall apply.

4. Granting of Rights. Unless otherwise specified in the Order, the Customer grants SEP non-exclusive, transferable, irrevocable, and perpetual rights of use and exploitation to all protectable results that arise within the scope of the cooperation, including within the scope of the Cooperation Obligations, and that have been entered into the RELAG® System at the moment the respective protectable results are created. This granting of rights includes, in particular, processing and distribution rights. The granting of rights covers all known and unknown types of use.

IV. Remuneration and Payment Terms

1. Remuneration, Taxes. SEP shall receive the remuneration specified in the respective Order for the Services provided within the scope of an Order. The remuneration agreed in the Order is subject to any taxes that may be applicable in accordance with statutory provisions (sales tax or comparable taxes).

For Services within the European Union, the Customer must provide their VAT identification number in good time before the agreed delivery date as proof of their exemption from sales tax. If this information is not provided in a timely and complete manner, SEP reserves the right to charge the applicable sales tax. For Services outside the European Union, SEP is entitled to charge the sales tax agreed upon by the third country in accordance with applicable law, provided that SEP is held liable for tax by the competent authorities of the third country.

2. Currency. All prices quoted in Orders are exclusively in Euros.

3. Payment Terms. The Parties shall also specify the payment in the respective Order. Unless the Order contains deviating provisions, invoices from SEP are due for payment within ten (10) calendar days of the invoice date. Invoices may also be issued electronically.

4. Default. In the event of default, the statutory provisions shall apply.

5. Reservation of rights. The granting of rights of use to copyright-protected Services provided by SEP shall only become effective once the Customer has paid SEP the remuneration agreed in an Order for the Service. SEP also reserves ownership of the tangible property provided, in particular data carriers, until payment of the remuneration, insofar as ownership is to be transferred within the framework of the provisions set forth in an Order. The right of use and retention of title shall expire when all claims of SEP against the Customer arising from an ongoing business relationship have been settled in full.

6. Offsetting. The Customer may only offset claims against SEP with undisputed claims or claims established by a court arising from the same contractual relationship (Order).

V. Infringement of Third-Party rights (Defects of Title)

1. Notification of defects. The Customer shall immediately inform SEP of any alleged defects of title or infringements of intellectual property rights in connection with the provision of Services within the scope of an Order and shall otherwise provide reasonable assistance in defending against such claims.

2. Indemnification. SEP shall indemnify the Customer against all justified claims by third Parties relating to patent or copyright infringement or infringement of other intellectual property rights and based on the contractual use of the Service provided under an Order. The indemnification covers all justified claims by third Parties arising from the use of a Service and asserted against the Customer, for which SEP is responsible. The indemnification claim requires that

- SEP is informed immediately of the alleged claim;
- SEP is given comprehensive control over the defense or any settlement negotiations to the extent permissible and possible; and
- the Customer provides SEP with reasonable assistance and information.

SEP shall bear the costs of reasonable assistance. The liability provisions set forth in Section B.VII of these GTC shall apply to this indemnification obligation on the part of SEP.

3. Customer rights. If a Service becomes the subject of an infringement action or measure, SEP shall, at its discretion and considering the interests of the Customer

- obtain for the Customer, at no additional cost, the right to continue using this Service, or
- replace or modify this Service so that the infringement of property rights or the legal defect is eliminated.

If none of the above alternatives is economically reasonable, the Customer shall be entitled to withdraw of the Order in question. SEP shall refund the remuneration paid under the Order in question on a pro rata basis, if applicable. If the subject matter of the Order is a continuing obligation, the right of withdrawal shall be replaced by the right of termination for good cause.

In addition, the Customer is entitled to assert legal claims in the event of defects of title if the prerequisites for this are met.

VI. Timelines

1. Milestones. Milestones for the provision of Services may arise from the Order or in the course of its execution. If milestones are to be binding, SEP shall expressly mark these milestones as binding.

2. Changes to Milestones

2.1 Delays. If SEP becomes aware of circumstances that could lead to a delay in the provision of Services, SEP shall inform the Customer thereof. The Parties shall immediately negotiate in good faith how this issue can be resolved amicably in the interests of both Parties.

2.2 No Delay in the event of delayed or failed Cooperation. SEP shall not be responsible for any delays in its own performance resulting from delayed or non-performance of the Customer's cooperation.

3. Setting a Grace Period. If SEP is in default with agreed upon Services, the Customer shall set SEP a reasonable grace period for the provision of Services, unless the setting of a grace period is unreasonable for the Customer. Such a grace period shall be deemed to have expired if the Customer accepts Services within the grace period and/or the Parties agree on further activities and Services. If, in exceptional cases, it is unreasonable for the Customer to set a grace period or if a reasonable grace period has expired without success, the Customer shall be entitled to termination for good cause and compensation claims under the statutory conditions.

4. Postponements by the Customer. If the Customer wishes to postpone the provision of Services less than five (5) Working Days before the agreed date of performance, SEP shall be entitled to invoice the full amount of the agreed remuneration. The Customer is free to prove that SEP suffered less damage.

VII. Limitation of Liability

SEP shall be liable, irrespective of the legal basis, in connection with any commission exclusively as follows, unless a commission expressly provides otherwise:

1. **Unlimited liability.** SEP shall be liable without limitation

- in cases of willful misconduct and gross negligence, including that of its legal representatives and vicarious agents;
- in the event of injury to life, limb or health;
- in cases of fraudulent misrepresentation;
- under the Product Liability Act;
- to the extent of any guarantee expressly assumed by SEP.

2. **Essential contractual obligations.** In the event of a breach of an essential contractual obligation due to slight negligence, SEP shall only be liable for damage typical of the contract and foreseeable at the time the order was placed. Essential contractual obligations are obligations the fulfilment of which is essential for the proper execution of the order and on the observance of which the customer may reasonably rely.

3. **Exclusion of liability.** In all other respects, SEP's liability for slight negligence is excluded. SEP shall not be liable for damage attributable to force majeure, to the sole fault of the customer, or to third parties who are not vicarious agents of SEP.

4. **Data loss.** With the exception of the cases set out in clause 1, SEP shall only be liable for the loss of data to the extent of the costs that would have been necessary for recovery had the customer carried out proper, regular and risk-appropriate data backups (Section B.III.1.2).

5. **Contributory negligence.** Any contributory negligence on the part of the customer must be taken into account.

6. Personal liability. Where SEP's liability is excluded or limited, this shall also apply to the personal liability of its officers, employees and vicarious agents.

VIII. Use of Subcontractors

SEP is entitled to use subcontractors when carrying out an Order if SEP informs the Customer in the Order about the intended use of a subcontractor. The Customer is only entitled to object to the use of a subcontractor if there is a good cause.

IX. Non-Disclosure/Confidentiality/Data Protection

1. Confidentiality. Neither Party is entitled to disclose Confidential Information belonging to the other Party to third Parties without written consent. Both Parties undertake to use Confidential Information only as provided for in the provisions of these General Terms and Conditions

or the Orders. Both Parties shall take at least the same precautions as they take with regard to their own Confidential Information. Such precautions must at least be reasonable in Order to prevent disclosure to unauthorized third Parties. Both Parties are also obligated to prohibit the unauthorized disclosure or use of Confidential Information by their Customers, employees, subcontractors, or legal representatives. The Parties shall inform each other in writing in the event of any misuse of Confidential Information.

Information shall not be considered confidential if

- was already known to the other Party prior to transmission under a commission and without an existing confidentiality agreement;
- is lawfully transmitted by a third party without any restrictions on confidentiality;
- is otherwise publicly known;
- is developed independently and without the use of Confidential Information;
- has been released for publication in writing; or
- must be transmitted due to a court order, provided that the party affected by the transmission is informed in good time so that it can still take legal action.

2. Data Protection.

If required by the subject matter of the Order, the Parties shall conclude an agreement on data processing within the meaning of Art. 28 GDPR in addition to the Order.

X. Applicable Law

German law applies to these GTC and to all Orders placed with SEP. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) do not apply.

XI. Conciliation and Jurisdiction

1. Conciliation. In the event of any disputes in connection with these General Terms and Conditions and/or Orders placed, the German Society for Law and Information Technology (DGRI e. V.) shall be called upon as conciliator before recourse is had to the competent courts. This shall also apply in the event of disputes concerning the enforceability of these General Terms and Conditions and/or Orders and/or individual provisions. Conciliation shall be conducted in accordance with the DGRI's conciliation rules in force at the time. The conduct of a conciliation is not a prerequisite for admissibility in proceedings before the competent courts.

2. Place of jurisdiction. The place of jurisdiction is Munich (Munich Regional Court I).

XII. Amendment of the General Terms and Conditions

SEP reserves the right to amend these General Terms and Conditions even during an ongoing Order if there are objective reasons for doing so, unless this is unreasonable for the Customer, considering the interests of both Parties. An amendment to the General Terms and Conditions may be considered in particular

- if the change is solely advantageous for the Customer;
- if the change is purely technical or procedural, unless it has a significant impact on the Customer;
- if SEP is obligated to bring these General Terms and Conditions into compliance with applicable law, in particular if the applicable legal situation changes;
- if SEP thereby complies with a court ruling or an official decision directed against SEP; or
- insofar as SEP introduces additional, entirely new Services or Service elements that require a Service description and adjustment in the GTC, unless this adversely affects the existing contractual relationship.

SEP shall inform the Customer of the intended modification with reasonable notice of at least six (6) weeks. If the Customer does not object to the validity of the modified General Terms and Conditions within six (6) weeks of notification, the modified General Terms and Conditions shall be deemed to have been accepted by the Customer. In the event of changes to the detriment of the Customer, the Customer shall have a special right of termination for Orders that establish a continuing obligation. SEP shall inform the Customer in the change notification both of this special right of termination and that the change shall take effect if the Customer does not exercise the special right of termination.

XIII. Other provisions

1. Reference Customer. SEP is entitled to name the Customer as a reference customer on its website and in its marketing materials and to use the Customer's logo for this purpose.

2. Transfer/assignment. The Customer is not entitled to transfer rights and obligations arising from the Orders within the meaning of these GTC to third parties unless SEP agrees to such transfer. Consent is at the sole discretion of SEP. Any transfer without consent is invalid.

C. Supplement Provisions for the Perpetual Licensing of the RELAG® System

I. Scope of Services

1. Scope of Services included with the purchase of the RELAG-System®. Scope of an Order designated as software sales is a perpetual license relating to the RELAG®-System. The Scope of such an Order may be also the perpetual license of third-party software. The provisions of this section C apply accordingly to such software, unless otherwise specified in the Order.

2. License Models offered. SEP's license models relating to the RELAG® System are specified in the respective Order.

3. Technical Safeguards. The RELAG® System is equipped with technical protection to monitor proper use within the scope of the aforementioned license models. The license server software required for this is part of the RELAG® System . If gaps are found in a license audit, the license models agreed upon in the Order shall take precedence.

II. Functional Description

A functional description of the RELAG® System is provided in the functional overview made available to the Customer. Such functional overview becomes an integral part of the Order.

III. Special Cooperation and Tasks of the Customer

1. Reviews and tests. SEP grants the Customer the opportunity to review and evaluate the functions of the RELAG® System and to test the RELAG® System comprehensively before purchasing it. The Customer shall make appropriate use of this opportunity.

2. Compliance with System Requirements. The Customer is solely responsible for ensuring that their Infrastructure is suitable for use with the RELAG® System . The base System Requirements are listed in the documentation.

3. Provision of Third-Party Products. The Customer is also responsible for purchasing the necessary third-party products and ensuring that they are adequately licensed (see the System Requirements of the RELAG® System).

IV. Scope of Delivery and Form of Delivery

1. Scope of Delivery. SEP delivers the RELAG® System in Object Code and the associated online documentation.

2. Form of Delivery. The RELAG® System is generally delivered by remote transfer of the RELAG® System, but can also be delivered by sending a data carrier or by download. If the RELAG® System is made available for download via remote access, SEP shall provide the Customer with the information required to perform the download and commission the RELAG® System, such as a password or License Key.

V. License Granting

1. Scope of the License Grant. The Customer receives the non-exclusive and perpetual right to use the RELAG® System exclusively within the scope of the license model described in the respective Order (see section C.I.2) in the purchased program version for its internal business purposes. The Customer is not entitled to offer Services (in particular data center Services, application Service providing (ASP), software as a Service (SaaS)) to third parties on the basis of or with the RELAG® System.

2. Backup copies. The Customer is entitled to make backup copies of the RELAG® System to a reasonable extent.

3. Resale. Sublicensing or leasing the RELAG® System is not permitted. The Customer is entitled to sell the acquired rights of use of the RELAG® System to a third party on a one-time basis, provided that the Customer agrees with the third party with regard to the RELAG® System that the present terms and conditions for the granting of rights also apply to the third party, provided that such third party takes the place of the Customer. In the event of resale, the Customer is obligated to pass on all copies of the RELAG® System and the associated documentation to the third party and to delete the copies on their systems.

VI. Defects of the RELAG® System

1. Statute of Limitations. Claims for Defects shall become time-barred eighteen (18) months after delivery, at the latest twelve (12) months after acceptance of the Implementation of the RELAG® System. In the event of fraud or intent, or for claims for damages, the statutory provisions shall apply.

2. Obligation to inspect and give notice of Defects. The Customer is obligated to inspect the RELAG® System for any Defects immediately upon delivery. If the Customer does not inform SEP of any Defects within a reasonable period of time, the RELAG® System shall be deemed to have been approved within the meaning of Section 377 (2) of the German Commercial Code (HGB).

3. Notification of Defects. The Customer is obligated to describe any Defects in a comprehensible and reproducible manner and to report them to SEP in writing immediately after discovery.

4. Defect Remedies. If the Customer reports a Defect to SEP in accordance with section C.VI.3, SEP shall remedy such Defect free of charge. When providing remedy, SEP shall consider the severity of the Defect and its impact on the Customer. SEP shall choose the type of remedy; as a rule, a remedy shall take place by delivery of an update (in particular hotfixes or patches).

5. Instructions and Workarounds. If reasonable for the Customer, a remedy may take the form of instructions that the Customer can implement themselves to remedy a Defect. Such instructions are particularly possible if the Customer can remedy the Defect with minimal effort or if noticeable effects of the Defect can be avoided by immediately implementing the instructions. A timely-limited Workaround shall be deemed a sufficient remedy, provided that the use of the RELAG® System is not significantly restricted as a result and the Workaround is reasonable for the Customer.

6. Grace Period. If the remedy, as provided for in sections C.VI.4 and C.VI.5, fails within a reasonable period of time, the Customer shall set SEP a reasonable grace period. The obligation to set a grace period does not apply if

- a grace period is unreasonable for the Customer, or
- SEP definitively and seriously refuses to provide a remedy.

7. Customer's further Rights .If the remedy also fails within the grace period to be set in accordance with Section C.VI.6 , the Customer is entitled to

- withdraw from the respective Order for the RELAG® System, unless the Defect is insignificant, or
- to reduce the remuneration agreed in the respective Order for the RELAG® System appropriately.

In addition to withdrawal or reduction, the Customer is entitled to claim damages in lieu of performance or reimbursement of expenses if SEP has culpably breached its contractual obligations. The restrictions in Section B.VII apply to the Customer's claims for damages or reimbursement of expenses.

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D. Supplement Provisions for Maintenance in the case of Perpetual licensing of the RELAG® System

I. Scope of Services

1. Maintenance Services. The following Services are the subject of an Order governing software Maintenance:

- Remedy of defects and Implementation of mandatory requirements (base Maintenance)
- Provision of updated versions of the RELAG® System (update Service)
- Hotline, and
- Optional Services relating to Maintenance.

The specific Services for Maintenance to be provided by SEP are set forth in the service description of the Order.

The provision of Maintenance Services refers to the latest version of the RELAG® System provided by SEP. SEP's obligation to maintain and support earlier versions of the RELAG® System only applies to versions that are no more than 6 months older than the latest version provided.

2. Maintenance of Documentation. Maintenance also extends to the documentation accompanying the RELAG® System and any adjustments that may be necessary as a result of an update.

3. Scope of Services: Update Service. SEP provides an update Service as described in the respective Order. SEP is free to change the functional scope of the RELAG® System at its reasonable discretion as a result of technical innovations or changed market requirements, unless such a change is unreasonable for the Customer. If the change affects a functional component that is essential to the Customer and this is no longer included in the latest program version, the Customer may terminate the entire Order for good cause provided that the continuation of the Order is unreasonable for the Customer.

4. Scope of Services: Base Maintenance. SEP shall provide base Maintenance for the Customer as described in the respective Order.

After SEP has been notified of a Defect by the Customer by means of a comprehensible and reproducible defect notification in text form immediately after discovery, SEP shall either forward this Defect to the affected third-party software manufacturer in Order to bring about a remedy of this Defect within reasonable time, or – if it concerns SEP's own software product – remedy the Defect itself.

Unless otherwise agreed in the Order, a distinction is made between the following three categories of defects:

- A Defect that prevents operation exists if the use of the RELAG® System is impossible or severely impaired.
- A Defect that hinders operation exists if the use of the RELAG® System is significantly restricted. This is also the case if several minor Defects together lead to a significant restriction in the use of the RELAG® system.
- A minor Defect that does not prevent operation exists if the use of the RELAG® System is possible without or with insignificant restrictions.

If reasonable for the Customer, the Defect can be remedied by means of instructions that the Customer can implement to remedy the Defect. Such instructions are particularly possible if the Customer can remedy the Defect with minimal effort or if noticeable effects of the Defect can be avoided by immediately implementing the instructions. A timely-limited Workaround shall be deemed to be a sufficient remedy provided that it does not significantly restrict the use of the RELAG® System and the Workaround is reasonable for the Customer.

5. Scope of Services: Hotline. SEP provides the Customer with a hotline as described in the respective Order.

6. Scope of Services Optional Maintenance Services. Any optional Maintenance Services to be provided by SEP are specified in the respective Order.

II. Special Cooperation and Tasks of the Customer

Subject to further specifications in the Order, the Customer shall provide the following additional Cooperation Obligations:

- Handing over the necessary documents and information for the performance of the Services within the scope of an Order for Maintenance Services;
- Performing tests on the versions delivered by SEP;
- Installation of new versions;
- Provision of remote Maintenance access, if necessary;
- Enabling access to the Customer's Infrastructure, if necessary.

III. License Grant

The Customer receives the same rights to all versions delivered as part of the Maintenance Services as the Customer received for the originally provided program version of the RELAG® System .

IV. Acceptance of Maintenance Services

The Customer is obligated to accept Maintenance Services provided in accordance with the Order, provided that these are accessible for acceptance due to their nature. Acceptance shall be deemed to have taken place if the Customer does not reject a Service provided in accordance with the Order within a period of ten (10) days

of its provision without reporting any operational defects or more than five operational defects.

V. Mal-performance

1. Statute of Limitations. All claims arising out of the mal-performance within the scope of the provision of Maintenance shall become time-barred within twelve (12) months after complete performance. In the event of intent or fraud or in the event of claims for damages, the statutory provisions shall apply. If the mal-performance consists of a Defect in a new version of the RELAG® System, the provisions in Section C.VI shall apply.

2. Notification of Defects. The Customer is obligated to describe any mal-performance occurring within the scope of the Maintenance Services in a comprehensible manner and, if possible, to report it to SEP in writing immediately after discovery.

3. Remedy by Repair or Replacement. If the Customer reports mal-performance in connection with Maintenance Services to SEP, SEP shall provide a remedy free of charge. When providing a remedy, SEP shall consider the severity of the mal-performance and its impact on the Customer. SEP shall choose the type of remedy.

4. Grace period. If the remedy, as provided for in Section D.V.3, fails within a reasonable period of time, the Customer shall set SEP a reasonable grace period. The obligation to set a grace period does not apply if

- a grace period is unreasonable for the Customer, or
- SEP seriously and definitively refuses remedy.

5. Further rights of the Customer. If the remedy also fails within the grace period to be set in accordance with Section D.V.3, the Customer shall be entitled to

- terminate the relevant Maintenance Service set forth in the Order, or if the entire Order has become unreasonable, terminate the Order as a whole, unless the mal-performance is insignificant, or
- to reduce the remuneration agreed in the respective Order.

In addition to withdrawal or reduction, the Customer is entitled to claim damages if SEP has culpably breached its contractual obligations. The limitations in Section B.VII of the General Terms and Conditions apply to the Customer's claims for damages.

VI. Term and Termination

1. Term. Unless otherwise agreed in the Order the term for Orders for the provision of Maintenance Services by SEP is twelve (12) months (minimum term).

2. Extension/Termination for Convenience. The term of an Order shall be extended by a further twelve (12) months (extension period) unless terminated by one of the Parties three months before the end of the minimum term or any further extension period.

3. Termination for Good Cause. The right of both Parties to terminate for good cause in accordance with § 314 BGB remains unaffected. Termination for good cause may generally only take place if the other Party has been given a reasonable period of time to remedy the situation before termination is declared and this period has expired without success. The period for remedy must be set immediately after the good cause becomes known.

A period for remedy is only not required if

- the Party seriously and definitively refuses to perform the Service agreed upon;
- there are special circumstances which, after weighing up the interests of both Parties, justify immediate termination.

If the period for remedial action expires without success and a Party is entitled to terminate the Order for good cause, termination can only be declared within a period of one (1) month after the expiry of the period for remedial action. If a period for remedial action is not required, termination must be declared no later than three (3) months after becoming aware of the circumstances justifying termination. Any claims for damages remain unaffected by the right to terminate for good cause. The limitations in Section B.VII of the General Terms and Conditions apply.

E. Supplement Provisions for Timely-Limited Licensing of the RELAG® System (Subscription)

I. Scope of Services

1. Overview of Services for Subscription of the RELAG® System The following Services are the subject of an Order:

- Timely-limited licensing of the RELAG® System ,
- Provision of new versions of the RELAG® System (update Service),
- Remedy of defects and Implementation of mandatory requirements (base Maintenance), and
- hotline.

2. License Models offered. The license models on the basis of which SEP provides the RELAG® System are specified in the respective Order.

3. Technical Safeguards. The RELAG® System is equipped with technical protection to monitor proper use within the scope of the aforementioned license models. The license server software required for this is part of the RELAG® System . If gaps are found in the license check, the license models agreed upon in the Order take precedence.

II. Function Descriptions

A functional description of the RELAG® System is provided in the documentation made available to the Customer. The functional description contained in the documentation forms an integral part of the Order.

III. Special Cooperation and Tasks of the Customer

1. Reviews and Tests. Before obtaining the RELAG® System , SEP grants the Customer the opportunity to review and evaluate its functions and to test the RELAG® System comprehensively. The Customer shall make appropriate use of this opportunity.

2. Compliance with System Requirements. The Customer is solely responsible for ensuring that their Infrastructure is suitable for use with the RELAG® System . The base System Requirements are listed in the documentation.

3. Provision of Third-Party Products. The Customer is also responsible for purchasing the necessary third-Party products and ensuring that they are adequately licensed (see the System Requirements of the RELAG® System).

4. Further Cooperation. Subject to further specifications in the Order, the Customer shall provide the following additional cooperation:

- Handing over the necessary documents and information for the performance of the Services within the scope of the rental of the RELAG® System ;
- Testing of new versions delivered by SEP;
- Installation of new versions;
- Provision of remote Maintenance access, if necessary;
- Enabling access to the Customer's Infrastructure, if necessary.

IV. Provision and form of Provision

1. Scope of Delivery. SEP shall provide the RELAG® System in Object Code and the associated documentation in the form described in the respective Order during the term of the respective Order.

2. Form of Delivery. The RELAG® System may be delivered by sending a data carrier or by download. If the RELAG® System is made available by download, SEP shall provide the Customer with the information necessary to perform the download and operate the RELAG® System , such as a password or License Key.

V. Services to Maintain Usability

1. Overview. Maintaining usability includes the following Services:

- Remedy of defects and Implementation of mandatory requirements (base Maintenance)
- Provision of updates to the RELAG® System (update Service),
- hotline, and
- Optional Maintenance Services, if applicable.

The specific Services to be provided by SEP to maintain usability are set forth in the service description in the Order. The Services provided relate to the latest version of the RELAG® System provided by SEP. SEP's obligation to maintain and support earlier versions of the RELAG® System only applies to versions that are no more than 6 months older than the latest version provided.

2. Maintenance of Documentation. Maintenance also extends to the documentation belonging to the RELAG® System and any adjustments that may be necessary due to a new version.

3. Scope of Services: Update Service. SEP provides an update Service as described in the respective Order. SEP is free to modify the functional scope of the RELAG® System at its reasonable discretion as a result of technical innovations or changed market requirements, unless such a change is unreasonable for the Customer. If the modification affects a functional component that is essential for the Customer and this is no longer included in the latest program version, the Customer may terminate the entire Order for good cause provided the continuation of the Order would be unreasonable for the Customer.

4. Scope of Services: Base Maintenance. SEP shall provide base Maintenance for the Customer as described in the respective Order.

After SEP has been notified of a Defect by the Customer by means of a comprehensible and reproducible defect notification in text form immediately after discovery, SEP shall either forward this Defect to the affected third-party software manufacturer in Order to bring about a remedy of this Defect within reasonable time, or – if it concerns SEP's own software product – remedy the Defect itself.

Unless otherwise agreed in the Order, a distinction is made between the following three categories of defects:

- A Defect that prevents operation exists if the use of the RELAG® System is impossible or severely impaired.
- A Defect that hinders operation exists if the use of the RELAG® System is significantly restricted. This is also the case if several minor defects together lead to a significant restriction in the use of the RELAG® System.
- A minor Defect that does not prevent operation exists if the use of the RELAG® System is possible without or with insignificant restrictions.

Insofar as this is reasonable for the Customer, the Defect can be remedied by means of instructions that the Customer can implement themselves to remedy the Defect. Such instructions are particularly possible if the Customer can remedy the Defect with minimal effort or if noticeable effects of the Defect can be avoided by immediately implementing the instructions. A timely-limited Workaround shall be deemed to be a sufficient remedy provided that the use of the RELAG® System is not significantly restricted as a result and the Workaround is reasonable for the Customer.

5. Scope of Services: Hotline. SEP provides the Customer with a hotline as described in the respectiveOrder.

VI. Granting of rights

1. Scope of the rights of use granted. The Customer receives the non-exclusive right to use the RELAG® System for the term of the Order (see sectionE.VIII.1), limited to the license model described in the respective Order (see sectionE.I.2) for its internal business purposes. The Customer is not entitled to offer Services (in particular data center Services, application Service providing (ASP), software as a Service (SaaS)) to third Parties with or on the basis of the RELAG® System .

2. Rights of use for new versions. The Customer shall receive the same rights to all new versions provided as part of the rental of the RELAG® System (see section E.V) as the Customer received for the originally provided program version of the RELAG® System .

3. Resale. Sublicensing, leasing, or other provision for purposes other than internal business purposes of the RELAG® System is not permitted.

VII. Defects in the RELAG® System and any new Versions

1. Remedy of Defects. SEP shall remedy Defects in the RELAG® System by providing an update or by other means, e.g., instructions for action.

Insofar as this is reasonable for the Customer, the Defect can be remedied by means of instructions that the Customer can implement themselves to remedy the Defect. Such instructions are particularly possible if the Customer can remedy the Defect with minimal effort or if noticeable effects of the Defect can be avoided by immediately implementing the instructions. A timely-limited Workaround shall be deemed to be a sufficient remedy, provided that the use of the RELAG® System is not significantly restricted as a result and the Workaround is reasonable for the Customer.

2. Grace Period. If the Defect cannot be remedied within a reasonable period of time, the Customer shall set SEP a reasonable grace period. The obligation to set a grace period does not apply if

- a grace period is unreasonable for the Customer, or
- SEP definitively and seriously refuses to provide a remedy.

3. Customer's further Rights. If the remedy also fails within the grace period to be set in accordance with Section E.VII.2 , the Customer shall be entitled to terminate the respective Order for good cause (§ 543 (2) sentence 1 no. 1 BGB).

In addition to termination for good cause, the Customer is entitled to claim damages in lieu of performance or reimbursement of expenses if SEP has breached its contractual obligations. The restrictions in Section B.VII apply to the Customer's claims for damages or reimbursement of expenses. Notwithstanding the above provisions, SEP's strict liability pursuant to Section 536a (1), 1st alternative BGB for Defects that already existed at the time of conclusion of the Order is excluded.

VIII. Term and Termination

1. Term. The term for the timely-limited license of the RELAG® System is generally 36 months and is automatically extended by a further 12 months if the contractual relationship is not terminated in due time (see sectionE.VIII.2). The respective Order may contain a deviating provision that takes precedence over this provision.

2. Termination or Convenience. Each Party may terminate the Order with three (3) months' notice to the end of the respective contract term. The respective Order may contain a deviating provision that takes precedence over this provision.

3. Termination for Cause. The right of both Parties to terminate the contract for good cause in accordance with § 543 BGB remains unaffected. Termination for good cause may generally only take place if the other Party has been given a reasonable period of time to remedy the situation before the termination is declared and this

period has expired without success. The period for remedy must be set immediately after the good cause becomes known.

A period for remedy is only not required if

- the Party seriously and definitively refuses to perform the Service agreed upon;
- there are special circumstances which, after weighing up the interests of both Parties, justify immediate termination.

If the period for remedial action expires without success and a Party is entitled to terminate the contract for good cause, termination can only be declared within a period of one (1) month after the expiry of the period for remedial action. If a period for remedial action is not required, termination must be declared no later than three (3) months after becoming aware of the circumstances justifying termination. Any claims for damages shall remain unaffected by the right to terminate for good cause. The limitations in Section B.VII of the General Terms and Conditions shall apply.

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F. Supplement Provisions for Consulting and Implementation Services provided by SEP

I. Scope of Services

The following consulting and Implementation Services may be the subject of an Order for support in the Customer's Project:

- Consulting Services in the course of creating specifications in the field of intralogistics;
- Support with the Installation of the RELAG® System ;
- Support with the electronic mapping of Workflows using the RELAG® System ;
- Support in designing use cases for the RELAG® System;
- Provision of the RELAG® System and support in parameterization and, if necessary, adaptation;
- Support with Project leadership and Project management;
- Training;
- Other consulting Services.

The specific Implementation Services to be provided by SEP are specified in the respective Order.

II. Cooperation and Tasks of the Customer

1. Individual Cooperation Obligations. Subject to further specification in the Order, the Customer shall provide the following Cooperation Obligations:

- Appointment of a contact person who can be reached to the extent necessary;
- Provision of the necessary data and information for the Installation or Implementation of the RELAG® System ;
- Provision of the Infrastructure necessary for the use of the RELAG® System;
- Notification of Defects;
- Carrying out tests.

The design and Implementation of the system is the sole responsibility of the Customer. The same applies to the functionality and design of the Infrastructure in which the Customer uses the RELAG® System.

The contact person to be named by the Customer is responsible for providing and coordinating the Customer's Cooperation Obligations.

2. Consequences of insufficient Cooperation. If the Customer fails to provide the agreed cooperation or does not provide it in a timely manner, the milestones specified for the provision of Services by SEP shall be extended accordingly. SEP shall inform the Customer of any adjustments and extensions, referring to the specific cooperation that has not been provided. In all other respects, the statutory provisions (§§ 642, 643 BGB) shall apply.

III. License Grant

The Customer shall receive non-exclusive, non-transferable rights to all Work Results of the Implementation Services arising from an Order concluded hereunder, as well as to the RELAG® System or its derivatives provided under an Order and their parameterization and adaptation, for exclusive internal use within the company. The Customer is not entitled to process and distribute Work Results and/or the RELAG® System or its derivatives, unless this is expressly stipulated in the Order. If protectable suggestions and/or feedback from the Customer are incorporated into Work Results and/or the RELAG® System, the provisions on the granting of rights in Section B.III.4 shall apply.

IV. Acceptance

If SEP provides performance-based Services under an Order, the following provisions shall apply:

1. Partial Services/Partial Acceptance. If SEP is to provide various partial Services, these shall be accepted individually (partial acceptance). Dates for partial acceptance shall be determined by the agreed schedule. Prior to going live, the Parties shall carry out a preliminary acceptance. The declaration of preliminary acceptance (at least in text form) is a prerequisite for going live. In accordance with the agreed schedule, but no later than four (4) weeks after going live, the Parties shall carry out a final acceptance.

2. Provision for Acceptance. After providing the agreed upon (partial) Services, SEP shall make the respective Work Results available to the Customer for acceptance. The Customer shall review the Work Results within the periods agreed upon in the schedule. If the schedule does not contain any information on the acceptance period, a period of ten (10) Working Days shall apply.

3. Acceptance Protocol. The Customer must communicate the result of an acceptance test in a protocol sent in text form (e-mail). An acceptance protocol must contain a statement as to whether acceptance is granted or refused. In the event of refusal of acceptance, the protocol must contain all reasons preventing acceptance for each complaint. The Customer must provide appropriate evidence. If SEP has performed the Service essentially free of defects, the Customer must declare acceptance. This declaration is equivalent to the Customer putting the Work Results into productive use and not reporting any significant defects for a period of eight weeks from the start of productive use.

Acceptance may not be refused if a detected defect only insignificantly impairs the use of a work result. SEP shall remedy these insignificant defects within the scope of its liability for Defects.

If the Customer has submitted a protocol with a written list of defects within the specified period, SEP shall remedy the defects within a reasonable period of time and in accordance with the schedule. SEP shall make the relevant Work Results available again for (partial) acceptance.

V. Defects

1. Statute of Limitations. The claims for Defects in the Implementation Services regulated below shall become time-barred within twelve (12) months after acceptance, at the latest eighteen (18) months after complete performance of the Service. In the event of intent or fraud or in the event of claims for damages, the statutory provisions on the statute of limitations shall apply.

2. Notification of Defects. The Customer is obligated to describe any Defects that have occurred in a comprehensible manner and to report them to SEP in writing immediately after discovery.

3. Remedy by Repair or Replacement. If the Customer reports a Defect in the Implementation Services to SEP in accordance with Section F.V.2, SEP shall provide remedy free of charge. In the event of remedy, SEP shall consider the severity of the Defect and its effects on the Customer. SEP shall choose the type of remedy.

4. Grace Period. If the remedy, as provided for in sections F.V.2 andF.V.3 , fails within a reasonable period of time, the Customer shall set SEP a reasonable grace period. The obligation to set a grace period does not apply if

- a grace period is unreasonable for the Customer, or
- SEP seriously and definitively refuses to provide remedy.

5. Customer's further Rights. If the remedy also fails within the grace period to be set in accordance with Section F.V.4 , the Customer is entitled to

- terminate the respective Order for cause, unless the Defect is insignificant, or
- to reduce the agreed remuneration.

In addition to e termination for cause or a reduction of remuneration, the Customer is entitled to claim damages if SEP has culpably infringed its contractual obligations. The limitations in Section B.VII of the General Terms and Conditions apply to the Customer's claims for damages.

VI. Remuneration and Payment Terms

1. Amount of remuneration. The amount and type of remuneration are specified in the respective Order.

2. Remuneration based on time and material. The hourly or daily rates agreed in the Order apply. SEP invoices the Implementation Services rendered on a monthly basis according to time and material on the basis of a Service record. A Working Day has eight (8) hours; additional or reduced Services are invoiced on a pro rata basis. The Customer reimburses travel expenses according to expenditure. Travel expenses are invoiced as follows:

- Flight: Business class for flights longer than 4 hours, otherwise economy class
- Train: 1st class with Bahncard 50
- Car: 0.75 euros per kilometer

Flat rates for travel expenses can be agreed upon in the assignment.

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