

#### § 1 APPLICATION OF THE TERMS AND CONDITIONS OF CONTRACT

1. The products of dots Gesellschaft für Softwareentwicklung mbH, Schlesische Straße 27, 10997 Berlin (hereinafter, "dots Software GmbH") are normally distributed and sold by KONICA MINOLTA, INC., JP TOWER, 2-7-2 Marunouchi, Chiyoda-ku, Tokyo, Japan and its subsidiaries ("Konica Minolta") to commercial end users. If dots Software GmbH sells products or offers other services (support, maintenance, software adaptations) in its own name (to end users or Konica Minolta), these General Terms and Conditions of Business shall apply. No other terms and conditions of contract shall form part of the content of the contract, even if dots Software GmbH does not expressly object to them.
2. Even if reference is not made to this fact again upon the closing of similar contracts, exclusively the General Terms and Conditions of Contract of dots Software GmbH shall apply in the version retrievable at [www.dots.de](http://www.dots.de) on the date the customer issues the declaration to contract, unless the contractual partner stipulates otherwise in writing. Variant, contrary or supplementary general terms and conditions of business of the customer shall only form an integral component of contract if dots Software GmbH has expressly approved the applicability thereof. This approval requirement shall apply in all cases, e.g. even if dots Software GmbH renders the delivery to the customer without reservation in awareness of the customer's general terms and conditions of business.

#### § 2 CLOSING OF CONTRACT

1. Offers of dots Software GmbH are non-binding and subject to change.
2. An order placed for goods by the customer shall be considered as a binding offer to contract. Unless stipulated otherwise in the order, dots Software GmbH is entitled to accept this offer to contract within four weeks after dots Software GmbH has received it.
3. The acceptance may either be made in writing (e.g. by confirming the order) or by delivering the goods to the customer.

#### § 3 SUBJECT OF CONTRACT, SCOPE OF PERFORMANCE

1. The subject of this Agreement is the delivery of standard software and the granting of use rights pursuant to the Terms and Conditions of Licensing in the version retrievable at [www.dots.de](http://www.dots.de).
2. Before concluding the contract, the customer verified that the software specifications meet its goals and needs. The customer is aware of the material functional features and conditions of the software.
3. Decisive for the scope, type and quality of the deliveries and performances is the contract signed by both parties or the order confirmation of dots Software GmbH or otherwise the offer from dots Software GmbH. Other information or requirements shall only form an integral component of the contract if the parties expressly agree on this in writing or dots Software GmbH has confirmed them in writing. Subsequent changes to the scope of performance shall require written agreement or confirmation by dots Software GmbH.
4. Product descriptions and presentations in test programs constitute performance specifications but not guarantees. A guarantee shall require a written declaration from the dots Software GmbH management.
5. The dots Software GmbH product consists of software and informative material (installation manual, registration instructions, read-me, etc.) in electronic form. The product will be delivered by dots Software GmbH to the customer either in the form of a CD ROM or by providing an option to download the product from the dots Software GmbH website. The customer shall have no claim to the provision of the source code.
6. dots Software GmbH shall perform all deliveries and performances in accordance with the latest state of technology.

#### § 4 PARTIAL PERFORMANCES; TRANSFER OF RISK, DELAYS

1. dots Software GmbH may render partial performances, provided the individual delivered parts can be used in an expedient fashion by the customer.
2. In the case of a sale for delivery at a place other than the place of performance, the risk of accidental loss or deterioration of the purchased thing shall pass to the customer as soon as dots Software GmbH has handed the purchased thing over to the freight forwarder, carrier or other person or institution commissioned to undertake the shipment.
3. Delivery and performance periods shall be extended by the period in which the customer is in default in payment based on the contract, by the period in which dots Software GmbH is hindered in the delivery or performance by circumstances for which dots Software GmbH is not responsible, and by a reasonable start-up period after the elimination of the cause of the hindrance. Such circumstances shall also include *force majeure*, labor disputes and a lack of collaboration or mistaken collaboration on the part of the customer.
4. If the parties subsequently agree on additional performances that have an impact on agreed deadlines, such deadlines shall be extended by the appropriate period of time.
5. The customer must send payment reminders and establish deadlines in writing. Deadlines are to be clearly highlighted in relation to other text. Grace periods must be reasonable.

#### § 5 CONTRACTUAL COMMITMENT AND CESSATION OF CONTRACT

1. The cessation of the further performance exchange (e.g. upon rescission, termination for good cause, reduction of the purchase price or damage compensation in lieu of performance) must always be accompanied by a warning specifying the ground and establishing a period for remedy (normally at least two weeks) and may only be declared within two

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weeks after the expiry of the period. In the events in § 323(2) of the Civil Code, no period need be established. The person responsible in whole or in part for the disruption may not request the unwinding of the contract.

2. All declarations in this context must be made in writing.

#### § 6 COMPENSATION, PAYMENT

1. The agreed compensation shall be due without any deductions after delivery of the software and receipt of the invoice by the customer and payable within 14 days. Upon expiry of the above payment period, the customer will be in default. The purchase price shall accrue interest during the default at a rate of 8 percentage points above the base interest rate, though at minimum at a rate of 12% p.a. dots Software GmbH reserves the right to assert further default damage. In relation to merchants, the claim of dots Software GmbH to interest as of the maturity date as is common in commercial transactions (§ 353 of the Commercial Code) shall not be prejudiced hereby.
2. Travel costs, expenses, accessories, shipping costs and telecommunications costs are to be compensated on a time and materials basis.
3. All prices are net amounts and do not include the applicable value-added tax.
4. The customer may only set off claims with counterclaims undisputed by dots Software GmbH or counterclaims that have been declared by non-appealable judgment. Except within the scope of § 354a of the Commercial Code, the customer may only assign claims from this Agreement to third parties with the prior written approval of dots Software GmbH. A retention right may only be asserted in relation to the relevant contact.

#### § 7 TITLE RETENTION

1. Until the complete payment of all present and future claims of dots Software GmbH based on the purchase contract and any ongoing business relation (secured claims), dots Software GmbH shall reserve the title to the sold goods.
2. The goods subject to title retention may not be pledged to third parties or conveyed as security before the full payment of the secured claims. The customer must inform dots Software GmbH immediately in writing if and insofar as third parties have access to the goods owned by dots Software GmbH.
3. The customer is authorized to further sell and/or process the goods subject to the title retention in the course of ordinary business. In such case, the following provisions shall apply in a supplementary fashion:
  - a) The title retention shall extend to the full value of the products arising through the processing, mixing or combining of the goods of dots Software GmbH, whereby dots Software GmbH shall be considered as manufacturer.
  - b) If a third party continues to have an ownership right after processing, mixing or combining goods, dots Software GmbH shall acquire co-title in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, what is applicable to the goods delivered subject to title retention shall also apply to the arising product.
  - c) The claims against third parties arising from the resale of the goods or product are hereby assigned by the customer to dots Software GmbH in advance as security in the event of (a) above in the total amount or in the event of (b) above in the amount of the co-ownership share. dots Software GmbH hereby accepts such assignment. The duties of the customer mentioned in Paragraph 2 shall also apply with respect to the assigned claims.
  - d) The customer shall remain authorized in addition to dots Software GmbH to collect the claim. dots Software GmbH hereby agrees not to collect the claim so long as the customer meets its payment duties to dots Software GmbH, is not in default in payment, no petition for the initiation of insolvency proceedings has been filed concerning the assets of the customer and no other defects exist in its performance. If this is the case, however, dots Software GmbH may ask the customer to disclose to dots Software GmbH the assigned claims and the debtors and all other information necessary for collection, to hand over the relevant documents and to communicate the assignment to the debtors (third parties).
  - e) If the realizable value of the collateral exceeds the secured claims of dots Software GmbH by more than 20%, dots Software GmbH shall release collateral of its choice at the customer's request.

#### § 8 DUTIES OF THE CUSTOMER

1. The customer is obliged to have all objects delivered by dots Software GmbH inspected immediately after delivery by a knowledgeable employee in accordance with standard commercial provisions (§ 377 of the Commercial Code) and to protest detected defects in a writing that precisely describes the defect. The customer shall test each module thoroughly in terms of its applicability to the specific situation, before commencing operative use. This shall also apply to programs that the customer receives within the framework of the warranty and any maintenance contract.
2. The customer shall take reasonable precautions just in case the program does not work properly in whole or in part (e.g. through data backups, fault diagnosis, regular verification of results). The customer is responsible for ensuring the operation of the program's work environment.

#### § 9 MATERIAL DEFECTS

1. The software shall have the agreed features, be suitable for the contractually stipulated or otherwise common application and be of a quality standard for software of this type, though the software shall not be error-free. Operation of the software is only possible if the system requirements listed in the product description are met. Any

functional impairment of the software resulting from hardware defects, environmental conditions, faulty operation, etc. shall not constitute a defect.

2. No defect claims shall exist in the case of: a merely minor variation from the agreed features; a merely minor impairment to the utility; natural wear and tear or damage arising as a consequence of faulty or negligent handling after the passage of risk; excessive use; unsuitable equipment; or other external influences not stipulated in accordance with the contract; or non-reproducible software errors. If the customer or third parties make improper changes or repairs, no defect claims shall likewise exist for such changes or repairs or the consequences thereof.
3. In the event of material defects, dots Software GmbH may initially render a subsequent performance. The subsequent performance shall be made at the choice of dots Software GmbH by remedying the defect, by delivering a program that does not have the defect or by demonstrating options to avert the effects of the defect. An equivalent new program version or the equivalent preceding program version that does not have the error must be accepted by the customer, provided this is reasonable for the customer.
4. The customer will support dots Software GmbH during error analyses and defect remedies by precisely describing the problems that have arisen, informing dots Software GmbH comprehensively and granting dots Software GmbH the time and opportunity necessary to remedy the defect. dots Software GmbH may choose to carry out the defect remedy on site or at its business premises. dots Software GmbH may also render services by remote maintenance. The customer must ensure the necessary technical requirements at its own cost and grant dots Software GmbH access to its IT system after corresponding prior notice.
5. dots Software GmbH may demand additional costs if the software is altered, used outside the prescribed system requirements or falsely operated. dots Software GmbH may request reimbursement of expenses if no defect is found and the customer had at least negligently lodged the complaints. The customer shall bear the burden of proof. § 254 of the Civil Code shall apply accordingly.
6. dots Software GmbH is entitled to make any owed subsequent performance contingent on the customer's payment of the due purchase price. The customer is entitled in this case, however, to retain a portion of the purchase price that is reasonable in proportion to the defect in accordance with § 6(4), Sentence 3.
7. If dots Software GmbH definitively refuses the subsequent performance or if the subsequent performance definitively fails or is not reasonable for the customer, the customer may rescind the contract in accordance with the rules in § 5 or reduce the compensation appropriately and demand damage compensation or reimbursement for expenses in accordance with § 12.
8. Material defect claims shall lapse in 12 months. This shall not apply if the law prescribes longer periods pursuant to § 479(1) of the Civil Code (recourse claim) or in the event of injury to life, limb or health or in the event of any intentional or grossly negligent breach of duty by dots Software GmbH or in the event of a fraudulent concealment of a defect. The provisions of law on the suspension of the expiration date or on the interruption of the running of periods and the restarting of periods shall not be prejudiced hereby.
9. Otherwise, § 12 shall apply to damage compensation claims (miscellaneous damage compensation claims). Any further or different claims than those stipulated in this § 9 on the part of the customer against dots Software GmbH and its vicarious agents due to any material defect shall hereby be excluded.

#### §10 INDUSTRIAL PROPERTY RIGHTS; COPYRIGHTS; DEFECTS IN TITLE

1. dots Software GmbH warrants that the agreed use of the software by the customer is not opposed by any third-party rights. In the event of defects in title, dots Software GmbH warrants that it shall procure for the customer, at the latter's choice, a legally unobjectionable possibility to use the software or equivalent software.
2. Any claims of the customer shall be excluded if the customer is responsible for the property right infringement, provided the property right infringement is caused through separate instructions of the customer, through use not foreseeable by dots Software GmbH or through the fact that the purchased thing has been altered by the customer.
3. The customer shall notify dots Software GmbH without delay in writing if third parties assert property rights against the customer. The customer hereby authorizes dots Software GmbH to manage the dispute with the third party by itself. If dots Software GmbH avails itself of this authorization, the customer shall not be entitled to acknowledge claims of the third party without the approval of dots Software GmbH. dots Software GmbH shall bear the costs of legal prosecution and indemnify the customer against legal prosecution costs, unless such costs are due to conduct of the customer in breach of duty (e.g. use of the program in breach of contract).
4. § 9, Paragraphs 3 to 9 shall apply accordingly. § 5 shall apply to the termination of the performance exchange. § 12 shall apply to liability.

#### § 11 IMPOSSIBILITY; ADAPTATION OF CONTRACT

1. If the delivery is impossible, the customer shall be entitled to request damage compensation, unless dots Software GmbH is not responsible for the impossibility. However, the damage compensation claim of the customer shall be restricted to 10% of the value of that part of the delivery that cannot expediently be put into operation due to the impossibility. This restriction shall not apply in the event of compulsory liability in cases of intentional action, gross

negligence or injury to life, limb or health; no reversal in the burden of proof to the detriment of the customer shall be associated herewith. The right of the customer to rescind the contract shall not be prejudiced hereby.

2. If unforeseen events significantly change the financial importance or the content of the delivery or significantly impact the operation of dots Software GmbH, the contract shall be adapted appropriately in good faith. If the latter is not financially feasible, dots Software GmbH shall be entitled to rescind the contract. If dots Software GmbH avails itself of this rescission right, dots Software GmbH must notify the customer thereof within three weeks after obtaining knowledge of the event. If dots Software GmbH does not issue the declaration within this period, its rescission right shall expire.

#### § 12 OTHER DAMAGE COMPENSATION CLAIMS

1. dots Software GmbH shall pay damage compensation or compensate any expenses rendered in vain, irrespective of the legal ground (e.g. based on debt relations established in legal transactions or quasi-legal transactions, breach of duty and tortious action), only to the following extent:
  - a) Liability shall be unrestricted in the event of any intentional action or based on a guarantee.
  - b) In the case of gross negligence, dots Software GmbH shall be liable in the amount of the damage typically foreseeable upon the closing date of the contract.
  - c) In the case of a negligent breach of duty whose fulfillment first at all enables the due performance of the contract and in the compliance with which the parties may regularly trust and whose breach jeopardizes the achievement of the purpose of contract (material contractual duty), dots Software GmbH shall be liable in the amount of the damage typically foreseeable upon the closing date of the contract.
2. dots Software GmbH shall retain the right to raise the plea of contributory negligence. The customer shall have the duty in particular to back up data and to defend against viruses in accordance with the current state of technology.
3. The provisions of law shall apply in the event of injury to life, limb or health and in the event of claims based on the Product Liability Act.
4. With respect to claims to damage compensation or compensation of expenses rendered in vain that are not based on material defects or defects in title, the limitation period shall amount to two years; the period shall commence running on the date on which the orderer has obtained knowledge of the circumstances establishing the claim or should have obtained such knowledge had it not acted with gross negligence. The limitation period shall take effect at the latest upon expiry of the maximum periods determined in § 199 of the Civil Code. However, the rules for limitation periods established by law shall always apply in the case of damage compensation and compensation of expenses based on intentional action, gross negligence, guarantees, fraud and the cases set out in § 12(3).

#### § 13 COMMENCEMENT AND CESSATION OF THE CUSTOMER'S RIGHTS

1. The title to the delivered things and the rights in accordance with the Terms and Conditions of Licensing shall first pass to the customer upon the full payment of the purchase price. Before this, the customer shall only have a provisional use right in the law of obligations that is revocable in accordance with Paragraph 2.
2. dots Software GmbH may revoke the rights in accordance with the license agreement for good cause under the prerequisites set out in § 5. "Good cause" shall exist particularly in the event the customer fails to pay the compensation or breaches the Terms and Conditions of Licensing, despite a written warning.
3. If the use right in accordance with the Terms and Conditions of Licensing does not arise or ceases, dots Software GmbH may request the customer to return the provided objects or to provide a written affirmation that the objects have been destroyed and moreover to delete or destroy all copies and provide a written affirmation that this has transpired.

#### § 14 FINAL PROVISIONS

1. Any modifications of or additions to the contract must be made in writing. Transmission in text form (e.g. by fax or e-mail) shall suffice to respect the requirement for the written form.
2. The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In the case of contracts with merchants, the registered office of dots shall be the place of performance and place of jurisdiction for all disputes from and in connection with this Agreement.