

Special Terms and Conditions for IT Services of SSI SCHAEFER PLASTICS GMBH

1. Scope of Application

These terms and conditions ("Terms and Conditions") apply to all IT services ("Services") provided by SSI SCHAEFER PLASTICS GMBH ("SSI") to the customer ("Customer"). These Terms and Conditions supplement the General Terms and Conditions ("GTC") of SSI.

2. General

2.1 Scope of Services

The scope of services and functions provided by SSI is outlined in the offer submitted to the Customer (or, in the case of software, in the corresponding service description).

2.2 Cooperation of the Customer

(1) The Customer is required to provide SSI with all necessary cooperation and assistance needed for the provision of services, free of charge and in a timely manner. This includes, in particular, ensuring the system requirements and operating conditions necessary for proper operation of the services and maintaining them over the period of use, granting system access, making regular data backups and minimizing the consequences of a disruption to the services. Further obligations to cooperate may be specified in more detail in the order or requested by SSI.

(2) If the Customer fails to meet its obligations to cooperate or provide materials, or does so late, incompletely or inadequately, SSI is released from its performance obligations for that period, plus a reasonable restart time. SSI is also entitled to invoice the Customer for any additional expenses incurred as a result, without prejudice to other rights.

(3) The Customer is prohibited from selling, exporting or re-exporting goods delivered under these General Terms and Conditions that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014 and Article 8g of Council Regulation (EU) No. 765/2006, either directly or indirectly, to the Russian Federation or Belarus for use in the Russian Federation or Belarus. Any violation shall entitle SSI to take appropriate remedial action, including, but not limited to, termination of the underlying contract.

2.3 Data Protection

If the services constitute order processing, the parties shall conclude an order processing agreement in accordance with Article 28 GDPR on the basis of a template provided by SSI.

2.4 Rights Due to Defects

(1) Proven material defects or defects of title in the services covered by the warranty, including the associated documentation, shall be remedied by SSI at its discretion within a reasonable period of time, either through free rectification or replacement delivery, such as providing a defect-free software version. SSI is entitled to address the defect with a workaround solution if eliminating the root cause would require disproportionate effort, as long as the service remains usable and the solution is reasonable for the Customer. In the case of defects of title, the issue can be resolved by providing modified software, a new software version or by acquiring the necessary rights, as long as the contractual scope of functions is maintained. Providing an update does not initiate a new warranty period.

(2) If SSI needs access to the system environment of the contractual software to analyze or resolve material defects, the Customer must promptly grant the necessary access upon request.

(3) Claims for defects are excluded if the software is used under conditions or in a system

environment that were not agreed upon. Warranty liability is also excluded for faults resulting from (i) improper, non-contractual or illegal use or modification of the software, (ii) failure to install updates, (iii) malware or viruses on the Customer's side, (iv) third-party software or hardware or lack of maintenance thereof or (v) additions.

(4) The Customer shall reimburse SSI for costs and expenses incurred in rectifying the defect, except where (1) SSI is obliged to address the defect as part of subsequent performance, or (2) the Customer was unaware or could not reasonably have recognized that there was no actual material defect or defect of title.

(5) If SSI is unable to rectify defects of title under reasonable conditions, the parties are entitled to the following rights: (1) if third-party claims pertain to services from the software purchase, the Customer is entitled to withdraw from the affected part of the service; (2) if third-party claims involve support services or services under a continuing obligation, either party may terminate the contract immediately for good cause with respect to the part affected by the third party's property rights. Withdrawal by the Customer is excluded.

(6) In the event of property rights infringements, the Customer is obliged to (1) promptly notify SSI of any claims made, (2) refrain from making any statements that could jeopardize SSI's legal position and (3) at SSI's request, allow SSI to handle the defense against the claims.

2.5 Subcontractors

SSI is entitled to use subcontractors when providing services.

3. Hosting, Cloud and Software-as-a-Service

The rules and regulations in this section apply to services involving hosting and/or the provision of services (e.g. software-as-a-service) on SSI servers ("cloud provision").

(1) The cloud provision takes place on servers owned by SSI or a service provider commissioned by SSI, thereby granting the Customer access to the data stored there and the functionalities available online for the duration of the contract. The service transfer location refers to the location at which SSI transfers data from its data center to the general Internet.

(2) A copy of the program code of the cloud provision is not transferred and is not owed by SSI. The Customer shall be authorized to access the cloud provision via the general Internet and to execute the intended functions.

(3) The Customer is not entitled to customize the software.

(4) The Customer acknowledges that permanent availability of the cloud provision is not technically feasible. In particular, maintenance work, as well as security or capacity issues, may cause disruptions or temporary suspension of the cloud provision or individual functions. Additionally, disruptions or outages may arise from events entirely beyond SSI's control (e.g. power outages or interruptions to public communication networks). In this context, there is no obligation for guaranteed minimum availability; instead, there is only an obligation to make a reasonable effort to ensure availability.

(5) SSI is required to regularly perform automated virus scans on the servers used for the cloud provision and to ensure that the software running on these servers is up-to-date. SSI has no additional obligations concerning the warranty of IT security.

(6) SSI reserves the right to modify the software used for the cloud provision (e.g. system or security updates, functional enhancements, usability improvements) provided that these changes are reasonable for the Customer and do not affect the agreed-upon scope of functions and services.

(7) The cloud provision may only be used in accordance with the contractual agreement, the provided documentation and its intended purpose.

(8) The Customer may not copy, reproduce, distribute, redesign or modify the cloud provision, including any content supplied with it, without obtaining prior written consent from SSI.

(9) The Customer is strictly prohibited from conducting penetration tests, utilization tests or any other tests or attacks on the data connection, the cloud provision or its infrastructure.

(10) If the cloud provision is accessed through a web browser, compatibility is guaranteed only with the latest versions of common web browsers. In addition, the Customer must have a working Internet connection to access the cloud provision.

(11) User accounts and access data are not transferable. The Customer must take suitable organizational and technical measures to protect user accounts from unauthorized access or misuse and to ensure that users comply with the relevant terms of the contract. The Customer is liable to SSI for the actions of its employees and third parties, as well as for any faults of its own.

(12) The Customer is obliged to comply with legal requirements within the scope of the cloud provision and not to violate any third-party rights. In the event of a violation of third-party rights, the Customer shall indemnify SSI against all third-party claims.

(13) SSI has the right to temporarily restrict and/or deny access to the cloud provision if the Customer breaches the terms of this contract and/or if such restriction of access is necessary to prevent a threat to the operation of the cloud provision.

4. Transfer and Provision of Software

The rules and regulations in this section apply to services related to the transfer and/or provision of software.

(1) Unless otherwise agreed, the Customer shall receive a simple, non-transferable and non-sublicensable right to use the services to the agreed extent (e.g. number of users) solely for internal business purposes. If the transfer / provision is permanent, the right of use is unlimited, otherwise it is limited to the term of the contract. If the services include software from third parties, the license conditions of the respective third parties shall take precedence with regard to this respective software.

(2) Transfer takes place through the provision of a license key and a download link or, in the case of the cloud provision, by providing the relevant access data.

(3) The Customer must promptly retrieve and install updates provided by SSI to address defects as soon as they become available.

(4) The Customer must use the licensed software solely within the agreed license terms and is responsible for independently ensuring compliance. If the agreed scope is exceeded, the Customer must obtain additional usage rights.

5. Continuing Obligations

The rules and regulations in this section apply to services involving a continuing obligation (e.g. rental, support or software-as-a-service).

(1) The recurring remuneration shall be invoiced by SSI annually in advance.

(2) If the wage cost index for "Provision of Information Technology Services J62" in Germany, published by the German Federal Statistical Office and based on 2022 = 100, changes compared to the index published at the start of service performance, SSI may request an adjustment to the applicable remuneration. The basis for adjustment is the change in the index from the start of service performance, provided that such an adjustment is fair and reflects changes in SSI's cost structure. The change will take effect at the start of the contract year (calculated from the date of the start of service performance). In the event of any subsequent index change compared to the most recent adjustment in remuneration, this rule shall apply similarly. Should the aforesaid index be discontinued, the relevant successor index shall be applied accordingly.

(3) For subscription licenses related to third-party software, SSI may pass on any price adjustments from the manufacturer to the Customer proportionately and at the same time, instead of using the aforesaid index regulation.

(4) Unless expressly otherwise agreed, continuing obligations begin with the provision of the services and are concluded for a minimum term of two (2) years. After that, the contract will be automatically extended for an additional year, unless either party terminates it in writing with three (3) months' notice before the end of the current contract year.

(5) Early termination or partial termination is excluded. The right to terminate for good cause remains unaffected.

(6) SSI has the right to terminate the contract without notice or temporarily suspend services for good cause if (a) the Customer is overdue on payment of the remuneration by an amount equivalent to two months' regular remuneration, or (b) insolvency proceedings have been initiated against the Customer's assets and/or the Customer is facing imminent insolvency.

(7) Upon termination of the contract, the Customer's data will be deleted. The Customer must ensure a data backup in good time.

(8) Liability regardless of negligence or fault according to Section 536a (1) Var.1 of the German Civil Code is excluded.

6. Hardware

The rules and regulations in this section apply to services involving the delivery of hardware.

The scope of services does not cover hardware installation, integration into the Customer's IT environment, reprogramming, application or any necessary updates or customization of the operating software.

7. Maintenance, Servicing and Support

The rules and regulations in this section apply to services relating to software maintenance, servicing and support.

(1) SSI provides maintenance, servicing and support services only for the current version.

(2) SSI will notify the Customer when new versions of the software covered by maintenance and servicing are released. The Customer can then retrieve the relevant update from SSI. Importing/Installing an update is not part of the services provided by SSI and must be carried out by the Customer.

(3) Updates may only be used in the system environments and under the operating conditions specified by SSI in the product description for the specific update. To ensure that an update is compatible with the Customer's existing

system environment (system software, database software, hardware, operating system, etc.) and operating conditions, the Customer will first test the update in a test environment to verify the required compatibility of the update with the system environment and with the Customer's operating conditions before productive commissioning. The update should only be moved to production if the tests confirm compatibility and success. As part of these tests, the Customer will also check whether the respective update is compatible with the processes and functions implemented by the Customer.

(4) Support includes responding to technical questions about the supported software and receiving and analyzing error messages related to the supported software. For support to be provided, the following conditions must be met: (1) support requests must be submitted through the channels specified by SSI (e.g., ticket system), (2) the Customer must describe defects in a comprehensible manner and (3) reported defects must be reproducible.

(5) Support does not cover technical questions and/or error messages that: (a) are unrelated to the supported software, (b) result from an inadequate or defective infrastructure at the Customer's premises (e.g., an infrastructure that does not meet the system requirements), (c) stem from third-party software, modules or configurations (such as anti-virus software, firewalls or Microsoft patch levels), (d) arise from use or misuse contrary to the contract or improper handling, (e) result from modifications to the software that violate the contract or (f) are caused by malware, viruses, power supply interruptions, external influences or force majeure.

8. Professional Services

The rules and regulations in this section apply to services relating to IT services.

(1) SSI is obliged to provide only the services that have been expressly agreed upon; if a service has not been agreed upon, it is not provided.

(2) Unless otherwise agreed, services are remunerated on a time and material basis according to the price list valid at the time of service performance.

(3) SSI is only responsible for performing the services agreed upon and does not guarantee any successful outcome. The responsibility for possible success in relation to the respective service lies with the Customer.

(4) If acceptance is required by agreement or by law for a service, the Customer must declare acceptance within 7 days after provision of the service, provided the legal requirements are met. If acceptance is withheld, the Customer must specify any defects preventing acceptance within this period. Productive implementation of the IT service is considered acceptance.

(5) SSI grants the Customer a non-exclusive, perpetual, worldwide right to use the results provided within the scope of IT services for internal business purposes.