

General Terms and Conditions (Website EN-Entwurf)

Published March 2023

LCM Digital GmbH for the LCM Digital Platform

The following terms and conditions apply to the contracts of LCM Digital GmbH, Obere Waldplätze 22, 70569 Stuttgart, (hereinafter referred to as LCM Digital) via the LCM Digital platform (hereinafter referred to as platform). Conflicting, deviating or supplementary general terms and conditions of the Customer shall not become part of the contract even if LCM Digital is aware of them, unless their validity is expressly agreed to in writing. As far as the Customer objects the validity of these general terms and conditions with reference to his own terms and conditions, the validity of his terms and conditions is hereby expressly objected.

1. Description of services

1.1 Standard services

1.1.1 LCM Digital provides the Customer with the LCM Digital platform as a standard service via the Internet for use by way of a "Software as a Service" (SaaS) and as a mobile application for mobile devices ("**Standard Services**").

1.1.2 LCM Digital enables the Customer within the scope of the Standard Services to grant individual users access to its Customer Account and the functionalities of the LCM Digital Platform contained therein ("**Customer Account**")

1.1.3 The Standard Services also include the provision of storage space for the Customer to be able to use the production planning and control functions and related free text and upload fields of the LCM Digital Platform in accordance with the contract ("**Hosting**"). Due to technical limitations, LCM Digital can only guarantee the smooth use of the Standard Services up to a certain amount of data. As soon as the information hosted for the customer exceeds this amount of data per project, the use may be impaired. The respective valid maximum data volumes that can be processed by LCM Digital can be viewed via LCM Digital's Helpcenter.

1.1.4 The handover of the standard services takes place at the router exit of the data center used by LCM Digital. The connection of the Customer to the Internet, the maintenance of the network connection as well as the procurement and provision of the hardware and software required on the part of the Customer is not subject matter of the contractual performance of LCM Digital.

1.1.5 Support and administration services (shown separately in the price calculation): Fault or failure reports are received by LCM Digital under the e-mail address support@lcmdigital.com as well as via the service portal of the LCM Digital platform.

1.2 Additional services

1.2.1 LCM Digital provides the following additional services ("**Additional Services**"), in each case as agreed, within the framework of the existing technical and operational possibilities, for a separate fee:

- **Consulting service**
- **Implementation support**
- **Training and qualification services**

1.2.2 The Customer may order one or more Additional Services in an order form during the term of the Standard Services. Such ordered Additional Services shall also be subject to this Agreement and shall be subject to the Terms of Use under this Agreement.

2. Rights of use of the customer

2.1 The platform and its components are legally protected; LCM Digital or its licensor(s) are entitled to the intellectual property and other proprietary rights to the platform.

2.2 The use of the platform requires a registration of the Customer and the creation of a Customer Account on the platform in accordance with the following provisions. For the registration of a Customer Account, the

Customer must enter the requested data. After registration, the Customer can log in by entering the user name and password (LogIn). The Customer is obligated to keep the data stored on the platform during the registration process up to date and to make changes in the Customer Account without undue delay.

2.3 LCM Digital grants the Customer, for the term of the respective contract, the worldwide, fee-based and non-exclusive right to use the LCM Digital platform and the content made available on it by LCM Digital for his own purposes to manage workflows. For contractual downloads and file exports in accordance with section 2.4, this right of use is valid for an unlimited period of time. The Customer may use the LCM Digital platform and the standard services only within the scope of the agreed capacity.

2.4 Within the framework of the agreed contract, the Customer has the right to enter and make visible project data, exclusively using the functionalities made available on the LCM Digital platform, and to export them, for example, in CSV, PDF or MPP.XML format or to make these options available to the users of his Customer Account. However, the Customer is not permitted to sell, rent, lend, license or otherwise distribute, reproduce, copy, make publicly available, edit or translate, reverse engineer or otherwise modify the LCM Digital platform or any content on it, in whole or in part, to anyone other than the users of his Customer Account. Any further use of the LCM Digital platform and the content made available on it is not permitted, unless expressly agreed or required by mandatory legal provisions.

2.5 As far as LCM Digital enables the Customer to access data on the LCM Digital platform or content uploaded by users to the LCM Digital platform ("**Customer Content**"), LCM Digital remains entitled to make changes to the structure of the data or the data format at any time.

2.6 As soon as LCM Digital provides new versions, updates or upgrades or commissioned further developments of the LCM Digital platform during the term of the contract, the aforementioned right of use shall apply to these in the same manner.

2.7 Subject to the rights granted under the Agreement, including these Terms and Conditions, LCM Digital reserves all rights and title in and to the Standard Services and the LCM Digital Platform and the related intellectual property and know-how. Customer acknowledges that it does not own or acquire any rights other than those expressly granted under the Agreement, including these General Terms and Conditions.

3. Remuneration

3.1 All agreed fees are exclusive of the statutory value added tax respectively. The prices valid at the time of the service shall apply.

3.2 The costs for necessary and previously agreed travel, will be invoiced by LCM Digital as follows against receipts: train: 2nd class; car: the respective standard mileage allowance per km driven; flight: economy class within Europe.

3.3 Invoicing is done electronically, LCM Digital only sends electronic invoices (e.g. in PDF format). Should the Customer wish to receive a paper invoice, he has to reimburse the resulting costs.

3.4 In case of default of payment by the Customer, LCM Digital is entitled to block the access for the Customer and his users. The obligations of the Customer, in particular to pay the due fees, remain unaffected. LCM Digital also reserves the right to block the access for security reasons, if the Customer, despite warning (if applicable), culpably violates legal regulations and/or has given cause for termination of the contractual relationship without notice. Such a reason justifying the blocking is given in particular if the Customer creates illegal or immoral content via the service or stores such content there.

4. Obligations of the Customer

4.1 Administrator and user access

As provided by the respective license package the Customer may allow administrators as well as other users to access and manage the functionalities of the LCM Digital platform within the scope of his Customer

Account. For use, each user must register on the platform and accept the terms of use of the LCM Digital platform.

4.2 Communication with users

In the context of the LCM Digital Platform and the contractual services, it may be necessary from time to time for LCM Digital to communicate with Users (e.g., to send them push messages or emails). In addition, the LCM Digital Platform contains functionalities that allow users to communicate with each other. Customer agrees to such communication and is obligated to assist LCM Digital in such communication with Users. In particular, but without limitation hereof, Customer shall inform Users thereof in accordance with applicable data protection law. This clause 4.2 does not create any obligation on the part of LCM Digital to provide specific communication tools within the framework of the LCM Digital platform.

4.3 Change of contact person/company data of the Customer

The Customer shall immediately notify LCM Digital of any change in his name or company name, place of residence or business, billing address, legal form or bank details. This notification has to be made in writing or by e-mail.

4.4 Permitted use

LCM Digital may monitor or review Customer's use of the LCM Digital Platform and the Services under the Agreement to verify that Customer is using the LCM Digital Platform and the Services under the Agreement to the extent agreed. Customer shall notify LCM Digital in advance of any foreseeable significant increase in the scope of use under support@lcmdigital.com. Any use of the LCM Digital platform and the contractual services by the Customer beyond the agreed capacity will only be made available to LCM Digital after prior consultation with LCM Digital. LCM Digital rights to compensation or payment of fees for excessive use are not affected by this.

4.5 Safekeeping of access authorizations

The Customer shall protect the user and access authorization assigned to him or to the users as well as identification and authentication backups from access by unauthorized third parties and shall not pass them on to unauthorized users. The Customer is obligated to securely select, securely store and regularly change the password for his access to the LCM Digital platform and to comply with LCM Digital's requests and instructions regarding IT security. As soon as the user has indications that the usage and access authorizations have been illegally obtained by a third party or could be misused, the Customer is obliged to inform LCM Digital without undue delay for the purpose of damage mitigation.

4.6 Data backup

Without prejudice to LCM Digital's obligation to back up data, the Customer shall back up the data and content transmitted to LCM Digital and entered into the LCM Digital platform on a regular basis and in accordance with the respective risk, and shall make its own back-up copies in order to ensure the reconstruction of the data and information in the event of loss.

4.7 Legal information obligations and obligation of the users to the terms of use

The Customer shall be obligated to fulfill all legal information obligations incumbent upon the Customer because it provides its Customer Account to its users, as well as to fulfill information obligations under data protection law.

4.8 Data protection and other legal requirements

The Customer is obliged to comply with applicable data protection law and other legal requirements. LCM Digital points out to Customer that if and to the extent Customer makes the Platform available to its users, Customer is a Controller within the meaning of Article 4 No. 7 of the General Data Protection Regulation - "DSGVO" (Regulation EU 2016/679), as further described in Section 9.

4.9 Privacy Policy

With regard to the collection and processing of personal data by LCM Digital, the Privacy Policy of LCM Digital shall apply. Insofar as the Customer collects and processes personal data of end users, the Customer is responsible for compliance with data protection regulations, in particular the DSGVO.

4.10 Other cooperation services

Furthermore, the Customer is obligated to perform all relevant cooperation services without delay and free of charge, especially if LCM Digital requests it and the necessary measures do not exceed a reasonable effort.

5. Non-compliance with Customer obligations

LCM Digital is entitled to terminate the contract with the Customer without notice, if the Customer violates his duties, especially according to the aforementioned clause 4, or is in default of payment of at least one month's fee for a period of two consecutive months. Actions of end users to whom the Customer has granted access to the LCM Digital platform shall be attributed to the Customer without prejudice to any other claims of LCM Digital. LCM Digital may require the Customer to demand that end users comply with their obligations and/or block access to the end user who violates their obligations.

6. Customer content

6.1 Rights to Customer content

The customer hereby grants LCM Digital the non-exclusive, royalty-free and sub-licensable right to use, for the term of this agreement, the content posted by the Customer and the users authorized by the Customer, to the extent necessary for LCM Digital to provide its services under this agreement. This includes, but is not limited to, the right to store, edit, and change the order of Customer Content, to technically convert Customer Content, to convert Customer Content to another format, and to use special fonts for mobile devices or to make Customer Content available to users. LCM Digital further receives the right to permanently store posted content in pseudonymized form in order to evaluate it for the purpose of improving or expanding the service offering. The Customer guarantees that it does not violate any rights of third parties with this granting of rights and especially that it was granted the necessary rights from the users authorized by the Customer.

6.2 Access to Customer Content

Unless otherwise agreed, the Customer shall use the current version of the LCM Digital Platform, accessible via <https://share.lcmdigital.com>, for the use of the LCM Digital Platform.

7. Service Level

LCM Digital shall provide the Standard Services in accordance with the Service Levels. The Service Levels enable the customer to control and monitor the quality and timeliness of the Standard Services provided by LCM Digital.

7.1 Definition of Service Levels

Standard Services - LCM Digital Platform, Software Services - Hosting Services

The Service Level for the Standard Services and Hosting Services is defined as follows:

The average system availability/month (LCM Digital Platform & Hosting Services) is 99%.

Availability is calculated as follows:

System Availability (%) = (Total Monthly Time - Unplanned Downtime) / Total Monthly Time.

"Availability" means the ability of Customer or its users to access the functionality of the LCM Digital Platform and Hosting Services as agreed in the Terms of Service.

"Planned Downtime" means the total time (in minutes) in a calendar month that the LCM Digital Platform and Hosting Services are unavailable due to scheduled system maintenance or other planned downtime. LCM Digital will use reasonable efforts to perform Scheduled System Maintenance between 9pm and 5am CET and provide reasonable notice of such System Maintenance.

"System Availability" means, with respect to Availability in a calendar year, the ratio, expressed as a percentage, obtained by subtracting the Unplanned Downtime in that year from the Total Time in that year and then dividing the difference so obtained by the Total Time in that year (see formula above).

"Total Time" includes all minutes in the applicable calendar year during the term of the Standard Benefits.

"Unplanned Downtime" means the total time (in minutes) of unavailability in a calendar year excluding Planned Downtime and excluding downtime resulting from circumstances beyond LCM Digital's control. The latter specifically includes: (i) Customer's violations of any provision of the License Terms, (ii) Customer's failure to comply with any provision of this SLA, (iii) incompatibility of Customer's operating equipment or software with the agreed upon requirements relating to the use of the Standard Services (iv) poor or inadequate performance of Customer's systems or operating equipment, (v) Customer's or its users' use of the Standard Services in substantial excess of the agreed upon volume (i.e., two or more levels), or (vi) Force Majeure (as defined in the License Terms).

Measurement Point is the LCM Digital Service delivery point for the LCM Digital Platform. Measurement Period is a month during the term of the Standard Services.

7.2 Rights in case of non-compliance

7.2.1 General: In the event of unplanned downtime, LCM Digital shall make commercially reasonable efforts to remedy the unplanned downtime within a reasonable period of time.

7.2.2 Service Credits: If LCM Digital fails to meet the Service Level for the LCM Digital Platform, Customer shall be entitled to the service credits set forth below ("Service Credits"), provided that the Service Credits for Unplanned Downtime shall not exceed 20% of the charges paid by Customer to LCM Digital for the LCM Digital Platform and Standard Services provided in the applicable Service Month.

System availability (LCM Digital platform and hosting services)	Service credits (% of monthly subscription price)
<99,0%	2,5 %
<98,0%	5,0%
<97,0%	7,5%
<96,0%	10%
<95,0%	15%
<85,0%	20%

7.2.3 Issuing of Service Credits: A Service Credit will be issued after an unplanned downtime if the customer requests it in writing to LCM Digital within 10 working days. LCM Digital will review the request as soon as possible and, if approved, will offset the relevant Service Credit against the charges payable by Customer for Standard Services.

7.3 Measurement, Reports and Redundant Data Storage.

7.3.1 System Monitoring and Measurement: LCM Digital shall provide ongoing monitoring of Service Levels. All measurements of Service Levels

shall be made on a monthly basis for each calendar month during the term of the Standard Services.

7.3.2 System Performance Reports: Upon Customer's request, LCM Digital will provide a report for that month, or longer period if required, of Unplanned Downtime measurements and System Availability calculations. If Customer has any complaints regarding any measurement or other information set forth in such report, Customer shall notify LCM Digital in writing of such complaints within 5 calendar days of receipt of the report, provided that the accuracy of the report shall be deemed sufficient if no such notice is given by Customer. Any such notice shall specify the measurements complained of and describe in detail the nature of the complaint. LCM Digital and Customer agree to resolve such disagreements regarding Service Levels and/or related measurements to the extent possible and in a timely manner by mutual agreement.

7.3.3 Redundant Data Storage: LCM Digital shall store multiple redundant copies of the Project Data.

7.4 Requirements to be fulfilled by the customer

7.4.1 System Requirements: The service standards set forth in this section 7 require Customer to meet the system requirements set forth by LCM Digital. You can find the system requirements that are currently applicable in the LCM Digital Helpcenter.

7.4.2 Additional Customer Obligations: Unless otherwise agreed between the parties in the License Terms or a separate written support agreement, Customer shall be responsible for (i) maintaining and supporting its computer networks, servers, software and operating equipment used for the use of the LCM Digital Platform or Standard Services or services for such maintenance and support, (ii) properly configuring Customer's systems in accordance with the Access Protocols, and (iii) internet connectivity for access to the Standard Services.

7.4.3 Unplanned Downtime Report: In the event of Unplanned Downtime, Customer shall notify LCM Digital immediately. The start of an Unplanned Downtime shall be the date LCM Digital receives the detailed notification from Customer or the date LCM Digital first becomes aware of the Unplanned Downtime.

7.4.4 Consequences of Customer's Failure to Perform: LCM Digital shall be released from the performance of its obligations set forth in this section 7 to the extent that it is unable to perform such obligations in whole or in part because Customer has failed to comply with the contractually agreed requirements or other obligations to cooperate.

8. Liability

8.1 The service level described in clause 7 conclusively describes the rights of the customer in the event of insufficient performance or availability of the LCM Digital platform. The parties agree that this covers the usually foreseeable damages that may arise in the event of a breach of material contractual obligations.

8.2 Strict warranty liability of LCM Digital according to § 536a Abs. 1 1. Alt. BGB for initial defects is excluded - unless it is a matter of injury to life, body, health. Also, the Customer is entitled to damages for initial defects only if LCM Digital is responsible for their existence or non-elimination.

8.3 Further warranty rights of the customer or claims for damages, regardless of their legal basis, are excluded. This does not apply if a damage was caused by LCM Digital intentionally or by gross negligence, in case of mandatory legal liability (especially according to the Product Liability Act) as well as in case of culpably caused bodily harm or in case of violation of essential contractual obligations. In the event of a breach of material contractual obligations, liability shall be limited to the foreseeable damage typical for the contract. The contracting parties agree that these are limited to the amounts which the customer has paid to LCM Digital in the 12 months before the claim arose or which the customer is obliged to pay to LCM Digital.

9. Data protection

9.1 In connection with the contracted Services, LCM Digital may process certain Customer Data that meets the definition of Personal Data (as

defined by the GDPR). The privacy policy for end users of LCM Digital applies.

9.2 Content Data

All Customer Content, as well as all other content and data that users (including Customer's Administrator) upload, enter or also exchange (e.g. communication with other users) on the LCM Digital Platform ("Content Data") is processed by LCM Digital on behalf of Customer. In this respect, Customer is the responsible party and LCM Digital is the processor acting on Customer's instructions. Details are agreed in the respective agreement on commissioned data processing ("Commissioned Data Processing Agreement"). In case of contradictions between the Contract, these General Terms and Conditions and the Commissioned Data Processing Agreement, the terms of the Commissioned Data Processing Agreement shall prevail.

10. Confidentiality / Secrecy

10.1 LCM Digital and the Customer undertake to maintain strictest secrecy about all confidential processes, in particular business and trade secrets of the other contracting party, which come to their knowledge in the course of the preparation, execution and fulfillment of the contract, and neither to pass them on nor to exploit them in any other way.

10.2 LCM Digital has the right to include the Customer in its own reference list on its website or other promotional materials, such as case studies, mentioning the Customer's company name, logo and other marks, and mentioning general project details, e.g. project location, project name and project specifics.

11. Miscellaneous

11.1 Assignment of rights and obligations/offset

The assignment of rights and obligations under this contract shall require the consent of the other contracting party in each case. Set-offs by the Customer shall only be permitted if the Customer's counterclaims are undisputed or have been finally determined by a court of law.

11.2 Amendments and supplements

Amendments and supplements to these Terms and Conditions must be made in writing and must be declared by authorized representatives of both contracting parties. This shall also apply to any waiver of the written form requirement.

11.3 Applicable law

These Terms and Conditions as well as the underlying contract and its interpretation shall be governed by the laws of the Federal Republic of Germany, excluding its conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

11.4 Place of Jurisdiction

The exclusive local place of jurisdiction for all disputes arising out of or in connection with these Terms and Conditions and/or the underlying contract, including any tort claims, shall be the registered office of the company (place of business) of LCM Digital; LCM Digital shall, however, also be entitled to sue the customer at his place of business.

LCM Digital GmbH

Status: March 2023