

Special Conditions for the Provision of Software Products

Between the licensee and Peter Huber Kältemaschinenbau SE (hereinafter referred to as "Huber").

I. Contract requirements and subject matter of the agreement

1. The offer to acquire a software product that is linked to an order or to a Huber system and the general provision of a software product under the following conditions is not directed to consumers within the meaning of Section 13 BGB (German Civil Code).
2. The subject matter of this contract is the provision of software by Huber, which is designated in greater detail in the respective order (hereinafter referred to as "software") and the associated specification (in printed and/or electronic form; hereinafter referred to as "user documentation") in the language specified therein (together hereinafter referred to as "subject matters of the agreement") under the terms of use agreed in this contract. This also applies to updates and upgrades of this software. The following conditions also apply to software products provided by Huber to licensees free of charge and outside of contractual obligations.
3. The nature of the software provided by Huber and the system requirements are finally regulated in the user documentation attached to this agreement and provided to the licensee. Huber is not responsible for any additional condition of the software. In particular, licensee may not derive such an obligation from other representations of the software made in public statements or advertisements of or by Huber, its employees or distributors, unless Huber has expressly confirmed such an additional condition in writing.
4. Guarantees made by Huber employees prior to signing the contract are effective only if these have been confirmed by Huber management in writing.
5. The installation of the software is not an integral part of the contract.
6. The software may require the use of Open Source software or other third-party software. These are subject to the license conditions issued by the manufacturer of the Open Source software. Licensee commits to Huber to comply with the terms of third-party licenses. Licensee is provided with a list of required Open Source software.

II. Right of use

1. Huber grants licensee a simple and unlimited right of use in the software that is transferable according to the provisions of Clause 3. The use of the software includes the installation on a production system and related equipment (hardware) it is intended for. If the licensee changes the hardware, licensee must delete the software from the previously used hardware.
2. To the extent necessary for the contractual use, the right of use includes the right to make permanent or temporary copies. Backups made on removable media must be designated as such and shall be affixed with the copyright notice of the original data carrier. Licensee shall maintain records on the whereabouts of the copies.
3. Licensee may use the software only for its own purposes.
4. Without additional consent by Huber, licensee is not entitled to split simple rights off the software, to sublicense the software, to market the software to third parties or to use it for such third parties (e.g. data center operations, Application Service Providing). The software may be transferred to third parties only if licensee completely ceases its own use, deletes all copies and the third party agrees to be bound by the terms and conditions of this agreement as well.
5. The granting of the foregoing rights does not give ground to a claim for the provision of the source code underlying the software. The release of the source code is not owed.
6. The transfer of usage rights occurs upon delivery, but not before licensee has paid the license fee in full.
7. The licensee may make changes, additions and other revisions to the software within the meaning of Section 69c No. 2 UrhG (German Copyright Act) only to the extent that licensee has an inalienable right to do so under this law. Licensee grants Huber two attempts to remedy any fault before licensee attempts to eliminate such faults itself or has them remedied by third parties. Licensee does not own usage or exploitation rights in such revisions beyond the rights of use granted under this agreement. However, Huber may demand - against the payment of an appropriate fee - that an exclusive or non-exclusive, spatially and temporally unrestricted usage right, including the right to sublicense, is granted. Licensee may decompile the software only within the limits of Section 69e UrhG and only if Huber has not provided the necessary data and/or information to achieve interoperability with other hardware and software upon written request and within a reasonable time.
8. The respective licensing terms apply if the software provided requires the use of Open Source software or other third-party software. Such software is purchased directly from the provider of the Open Source software or other third-party software. This contract does not grant any rights to Open Source software or other third-party software.
9. To the extent Huber provides licensee with free software beyond its contractual obligations, licensee may use such software only in connection with the underlying contractual relationship between licensee and Huber; the right to use such freely provided software automatically ends if such contractual relationship ends. Huber is also entitled to terminate the right of use in freely provided software without notice if licensee violates any terms of

use. Licensee must delete the software and any copies made thereof and confirm such to Huber in writing upon request when the right of use has ended.

10. In principle, Huber does not have to provide any updates and/or upgrades for the software licensed to licensee. If Huber provides updates and/or upgrades in the course of technical progress, Huber always does so without being obliged to do so; in this respect, Huber has no performance obligation and Huber does not owe any user documentation, training or similar service. Huber also doesn't have to test such updates and/or upgrades on systems or machines that could be used to run such updates/upgrades.

III. Protection of software and user documentation

1. Huber has the exclusive rights to all subject matters of this agreement - in particular copyrights, rights to inventions and technical property rights - unless licensee has been expressly conferred rights under this agreement. This also applies to modified contractual items.
2. Licensee shall carefully keep the contractual items to avoid abuse. Licensee will make (unchanged or modified) contractual items available to third parties only with prior written consent of Huber.
3. Licensee must not change or remove copyright notices, labels and/or control numbers or marks applied by Huber. Such notices and labels must be included in the amended version of the contractual items if licensee changes or edits contractual items.
4. Licensee shall keep records of legally made copies of contractual items on data carriers and their whereabouts and provide Huber with relevant information and grant inspection upon request.

IV. License fee, terms of payment

1. The license fee for fee-based software is based on the order.
2. The license fee is due and payable upon invoicing, but not before the contractual items have been delivered or provided.

V. Licensee's duties to cooperate and information obligations

1. Licensee has studied the software's essential functional features and bears the risk for these to meet its needs and wishes; when in doubt, licensee has sought advice from Huber employee prior to signing the agreement.
2. Licensee will thoroughly test the software prior to its use for defects and usability in the existing hardware and software configuration. This also applies to software received under warranty and for maintenance purposes. Licensee accepts an obligation to inspect and an obligation to give notice of defects in accordance with Section 377 HGB (German Commercial Code) with regard to any services and deliveries provided by Huber in execution of this contract if licensee is a registered trader.
3. Licensee will comply with any instructions given by Huber for the installation and operation of the software. Licensee must verify the operational capability with respect to any system used or machinery operated and run any necessary tests when Huber provides free updates and/or upgrades without being obliged to do so.
4. Licensee shall take appropriate precautions for the event that the software completely or partially works incorrectly (e.g. daily backups, fault diagnosis, regular verification of data processing results). This especially applies in connection with free updates and/or upgrades provided by Huber without being obliged to do so.
5. Licensee bears all consequences and costs arising from a breach of these obligations.

VI. Material defects and legal deficiencies; non-performance; statute of limitations

1. Huber warrants the agreed quality of the contractual items under Clause I according to the rules of the sale of goods law and that licensee's use of the contractual items within the contractual scope is not barred by any rights of third parties in Germany.
2. Huber is liable for material defects and legal deficiencies in free software provided to licensee by Huber beyond its contractual obligation only if Huber fraudulently concealed such. Further, Huber is not liable if the software is being used contrary to the provisions of Clause II.
3. Within the context of liability for defective performance, Huber initially warrants by subsequent performance. Within the sole discretion of Huber, Huber either provides licensee with a new software version free of defects or remedies the fault; Huber indicating reasonable ways to licensee to avoid the effects of the defect is also considered a short-term removal of defects.
4. Defects in the software and the user documentation:
 - a) A defect in the software exists, if the software does not perform the functionalities specified in (i) this agreement or (ii) in the functional specifications. Specifically, a defect in the sense of this provision does not exist if
 - the existence of one of the above conditions (i) - (ii) only marginally affects the use of the software or

- the fault was caused by improper handling or use of the software (e.g. deviation from the system requirements) or by a modification or other manipulation of the software.

b) A defect in the user documentation exists, if an intelligent user with basic knowledge in the use of the software cannot figure out, based on the user documentation, the operation of individual functions with reasonable effort.

5. Licensee must apply a new software version, if the contractual range of functions is maintained and an update does not result in significant disadvantages.
6. Licensee is entitled to set a reasonable time to remedy the defect if two attempts of subsequent performance fail. Licensee must explicitly state in writing to reserves the right to rescind form the contract and/or demand compensation if a new attempt to remedy the defect fails.
7. Licensee may withdraw from the contract or reduce the remuneration if the remedial action within this period fails. This does not apply in case of a minor defect. Huber pays damages or reimbursement for futile expenses for defects within the limits specified in Claus VII. After the period of grace has expired, Huber may require licensee to exercise its rights, which result from the expiry of the period set, within two weeks after receipt of the request. The right to opt is transferred to Huber after the expiry of the period set.
8. Huber may require remuneration according to its usual rates for debugging or troubleshooting services when not obliged to provide such services. This is especially true for defects that are not detectable or not attributable to Huber. Extra expenses on the part of Huber must be compensated as well, if these were caused by the licensee not properly fulfilling its obligations under Clause 5.
9. Licensee must inform Huber comprehensively and immediately in writing if third parties assert claims that prevent licensee from exercising its contractual usage rights. Licensee authorizes Huber to litigate against third parties in and out of court alone. Licensee must coordinate with Huber if sued and perform procedural acts only with Huber's consent, particularly acknowledgments and settlements.
10. Licensee may derive rights from other breaches of duty on the part of Huber only after Huber was notified in writing and given a period of grace to remedy the situation. This shall not apply if the nature of a breach of duty makes a remedy inappropriate. The limits specified in Claus VII apply to damages or reimbursement of futile expenses.
11. Deficiency claims fall under the statute of limitations after twelve months, unless the defect was fraudulently concealed. The statute of limitations begins with delivery of the software.
12. Huber is not liable if licensee has made changes to the services provided by Huber, unless these changes did not affect the formation of the defect.
13. Any further warranty is excluded if the customer itself or a third party, which was not authorized by us, has caused a loss or damage, particularly by using the product contrary to the contractually agreed purpose, by assembling, erecting, installing or commissioning it in violation of the manufacturer's specifications, by incorrectly operating or by not or incorrectly maintaining the product.

VII. Liability

1. Huber is liable according to the statutory provisions in case of intent, for claims under the Product Liability Act, for an assumption of a guarantee for the quality of performance of work or goods (Sections 639, 444 BGB), for fraudulent concealment of a defect in the performance of work or goods (Sections 639, 444 BGB) as well as for loss of life and damage to body or health. To the extent legally possible, liability is limited to a maximum amount of 10 million euros.
2. Subject to para. 1, the liability of Huber in cases of gross negligence shall be limited to the compensation of the typical damage that was foreseeable at the time the contract was signed.
3. Subject to para. 1, Huber shall be liable in cases of slight or simple negligence only if an essential contractual obligation has been violated. In this case, liability is limited to the typical damage foreseeable at the time the contract was signed. Mutual obligations under this agreement shall constitute essential contractual obligations.
4. Liability is excluded in all other cases.
5. Huber owes the customary care in the creation and maintenance of software. The determination whether Huber is at fault must consider the fact that it is technically impossible to create error-free software. Liability is excluded for free updates and/or upgrades provided by Huber without being obliged to do so; the provisions under Clause II, No. 10 and Clause V, No. 3 and 4 must be especially observed.
6. Huber is not liable for the loss of data and/or programs insofar as the damage is based on the fact that licensee has failed to perform backups and thereby ensure that any loss of data can be recovered with reasonable effort.
7. The above provisions also apply to employees, agents and officers of Huber. They also apply to all legal and contractual claims for damages and compensation of futile expenses.

VIII. Confidentiality, Communication

1. Documents, databases and knowledge and experience shared with the other party may solely be used for purposes of this contract and must not be made available to third parties,

provided such information was not meant to be made available to a third party or the third party didn't already know it. The term "third parties" does not include assistants such as freelancers, subcontractors, etc. that are involved in the performance of the contract. This obligation does not apply to affiliated companies, accountants, attorneys and other professional groups sworn to secrecy. Information to be disclosed according to law or by an order of a court or public authority is also excluded from the obligation to maintain secrecy.

2. The parties additionally agree to maintain confidentiality on the content of this agreement and on the knowledge gained in the course of its execution.
3. The confidentiality and non-disclosure commitment shall survive the termination of contractual relations.
4. Documents exchanged shall be returned after the termination of the contract if either party so requests, provided the other party cannot claim a legitimate interest in these documents.
5. Huber may list licensee as a reference customer on its website or in other media. H u - ber may also refer to other services provided, unless licensee can claim a contrary legitimate interest.

IX. End of the right to use contractual items

Licensee shall immediately return all delivered contractual items and delete all copies in case of any termination of its right of use (e.g. by rescission of contract, subsequent delivery). Licensee must confirm this to Huber in writing.

X. Transfer, right of retention and netting of payment obligations

1. Huber is entitled to transfer this agreement or any part thereof to affiliates within the meaning of the German Stock Corporation Act (Aktengesetz). With regard to any other transfer, particularly to third parties, neither party has a right to transfer this agreement, parts of it or rights granted in it without the prior consent of the other party.
2. A right of retention can be asserted only for counterclaims arising from the relevant contractual relationship.
3. The parties may only offset claims that are legally established or undisputed.

XI. Final provisions

1. Licensee shall comply with all applicable import and export restrictions.
2. For the purpose of evidence, all changes and additions to contractual agreements, including this clause, must be made in writing. Terminations must be made in writing. Unless expressly provided otherwise, the receipt of a declaration determines whether a time limit set in this agreement has been met.
3. The validity of the remaining provisions shall not be affected if an individual provision of this agreement is or becomes wholly or partly ineffective. In this case, the parties undertake to replace the invalid provision by a valid provision that most closely approximates the economic purpose of the invalid provision. The same applies to any gaps in this agreement.
4. The law of the Federal Republic of Germany applies with the exclusion of the CISG.
5. The exclusive jurisdiction for all disputes arising under or in connection with this contract is Offenburg. However, Huber is also entitled to sue at the licensee's general jurisdiction. The right of both parties to seek injunctive relief before the courts having jurisdiction under the statutory provisions shall remain unaffected.