General Terms and Conditions for IT Software and Hardware (as of November 2020)

Addendum to the General Terms and Conditions of Purchase of TIGER Coatings GmbH & Co.KG

1. Individual software

1.1 TIGER acquires the exclusive, temporally, locally and content-specific unrestricted rights to individual software and all parts associated with individual software, such as source code, documentation, files, data and drafts, for use and exploitation and the comprehensive right to use the work for all currently known types of use and any types of use that may arise in the future, as well as for any purpose, and for any use independent of the purpose of the contract, in particular the right to copy, sell, distribute, rent, edit, publish, make available to third parties and combine with software of other manufacturers, etc. Furthermore, TIGER acquires all conceivable rights of use and exploitation as derived, for example, from copyright, patent law, utility model protection or trade secret law, etc. and is entitled to apply for the acquisition of property rights and to transfer all or individual rights to third parties, which in each case can happen without the consent of the Supplier. The Supplier waives any personal rights such as naming rights, plant security, etc. and warrants and guarantees that persons who are or were involved in the service have also waived such rights.

1.2 The Supplier shall treat individual software as well as parts, ideas and methods thereof as commercial and trade secrets of TIGER and as confidential information. The Supplier shall provide Tiger with the source code of individual software and individual software adaptations on a market-standard readable data carrier together with the associated documentation (content and structure of the data carrier, program and data flow charts, test procedures, test programs, troubleshooting, etc.) and shall hand them over once again in the event of any fundamental changes. TIGER is entitled to freely dispose of this as it sees fit. In addition to other requirements, the Supplier must also have fulfilled the source code deposit for the maturity of 10% of the fee.

2. Standard software

For standard software, TIGER acquires the non-exclusive right to use the performance object within the agreed scope, independent of hardware and persons, for an unlimited period of time and at unlimited locations, on all current and future systems and, in the event of a disaster and for test purposes, on additional backup systems and to make the necessary copies for backup and archiving purposes. In particular, TIGER is entitled, without additional remuneration, to use the performance object for any purpose worldwide, to reproduce it, to transfer it to another location and use it there, to sell it to affiliated companies or to third parties, to rent it out, to process it, to adapt it using configuration tools, to make it available to third parties including via the Internet, or to connect it to system components of other manufacturers, etc.

3. Hardware

Unless expressly agreed otherwise, the Supplier shall deliver brand-new standard hardware components that can be easily exchanged and expanded. The Supplier themselves or an upstream manufacturer or distributor must participate in an approved collection or recycling system (e.g. holder of an ARA license) and must issue a legally binding confirmation of this upon request from TIGER. Any work required to ensure compliance must be provided by the Supplier to TIGER free of charge. The Supplier must inform TIGER in the offer and by means of

the supplied safety data sheets if the performance object contains hazardous substances.

4. Maintenance

4.1. The Supplier shall keep the period and scope of possible impairments arising from any maintenance services (e.g. including but not limited to installation of patches and new software releases) as short or as limited as possible. Should the Supplier require maintenance windows that result in a noticeable restriction or unavailability of data, systems and/or applications, etc., the Supplier must notify TIGER in a timely manner at least five days in advance and obtain TIGER's approval in advance.

4.2. Unless expressly agreed otherwise, the maintenance services included in the agreed fee for hardware maintenance shall in any event also include (i) calibration, adjustments, safety modifications, conversion of existing hardware and installation of spare parts, (ii) performance of repairs, (iii) working hours of the commissioned technicians, (iv) provision of the necessary tools and equipment, and (v) provision of the necessary spare and wear parts.

4.3. Unless expressly agreed otherwise, the maintenance services included in the agreed fee for software maintenance shall include in any event the correction of faults and errors, necessary adjustments (e.g. closing of security gaps, etc.), changes to the specific hardware and software requirements of TIGER, ongoing alterations of the legal framework conditions, the provision and installation of all updates, upgrades, modifications and releases, manufacturer support including installation on TIGER's systems, and the creation of interfaces to be specified by TIGER.

4.4. In addition to the general obligation to provide support when operating a "multi-manufacturer environment", the Supplier is obliged to localize faults in the event of malfunctions or failures in the environment of those components maintained by the Supplier, as well as malfunctions that arise in conjunction with components from other manufacturers. Should it be necessary to request maintenance services provided by other manufacturers in respect of troubleshooting, the Supplier shall take on the coordination of this.

4.5. At the end of each quarter, TIGER is entitled to terminate maintenance in full or in part with a one-week notice period. In the event of a partial termination, the Supplier shall no longer have to provide maintenance for the terminated part; if the Supplier provides more comprehensive maintenance (e.g. for technical simplification) then despite partial termination, TIGER must not suffer any disadvantage as a result of this. Should the Supplier continue to provide maintenance services despite the complete or partial termination of maintenance, the Supplier has no claim to compensation for services rendered despite termination, and TIGER also has the agreed usage rights to the maintenance service provided after termination. Alternatively, TIGER can request that the Supplier change the systems at their expense so that they correspond to the agreed condition. A partial termination does not restrict TIGER's rights, in particular to use the part for which maintenance has been terminated.

5. General

5.1. TIGER is the sole and exclusive owner, authorized user, and party authorized to dispose of system, device and plant data as well as meta and log data.

5.2. Remote maintenance access and/or any access to a system or data from TIGER require the prior, express, written consent of TIGER.

5.3. The Supplier must inform TIGER in writing in advance of any measures that may be associated with follow-up costs (e.g. increase in a software license fee for third-party software, etc.) and must obtain the express written consent of TIGER.

5.4. The Supplier is not permitted to include or deliver "open source software", even as part of a performance object, without the prior, express, written consent of TIGER.

5.5. Under no circumstances are the Supplier, a person authorized by the Supplier, or a manufacturer authorized to monitor TIGER, particularly regarding use of hardware or software, to use testing, counting or measuring software, to install it with other programs, to run it and/or read its results and/or have them transmitted.

5.6. The Supplier warrants and guarantees that all rights to be granted to TIGER have been granted to the Supplier, including rights granted by all parties involved in the services.

5.7. In the event of any contradiction to the General Terms and Conditions of Purchase, the provisions of this IT Addendum shall take precedence.