

General Terms and Conditions of CADFEM Group Companies

(CADFEM GTC)

Version 1.01.2024

For reasons of better readability, the simultaneous use of the language forms male, female and diverse (m/f/d) has been dispensed with. All personal designations apply equally to all genders.

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A. Scope

The legal structure of CADFEM Group as well as the diversity of its offer require a corresponding complexity of the arrangement of the legal conditions of its business relations.

These General Terms and Conditions (CADFEM GTC) apply to the business units of the CADFEM Group companies mentioned in section A. 3. of these CADFEM GTC.

These CADFEM GTC apply only to business relations with commercial Customers (see section B. 1. a) of these CADFEM GTC).

1. Business model

The companies of the CADFEM Group (hereinafter also referred to as "CADFEM") are leading providers of products and services in the field of application of numerical simulation in product development.

As an ANSYS Channel Partner, CADFEM distributes the technologically leading engineering simulation & 3D design software from ANSYS, Inc. as well as complementary software from other vendors.

In line with its slogan "Simulation is more than software", CADFEM also offers hardware, cloud & IT services, helpful engineering services as well as high-quality training and thus "simulation from a single source".

CADFEM's fee-based service is aimed at companies from all branches of industry and sectors as well as universities and research institutions.

In addition to traditional sales channels, CADFEM also uses the business portal www.cadfem.net.

2. Structure of CADFEM Group

The CADFEM Group consists of legally independent but closely cooperating companies based in Europe, USA, Asia and North Africa.

The CADFEM Group within the meaning of these GTC includes the following companies:

- a) CADFEM Germany GmbH, Am Schammacher Feld 37, 85567 Grafing near Munich, Germany, T +49 (0)8092-7005-0, F +49 (0)8092 7005 77, info@cadfem.de.
- b) CADFEM (Austria) GmbH, Wagenseilgasse 14, 1120 Vienna, Austria, T +43 (0)1 587 70 73, F +43 (0)1 587 70 73 19, info@cadfem.at.
- c) CADFEM (Suisse) AG, Wittenwilerstrasse 25, 8355 Aadorf, Switzerland, T +41 (0)52-368 01-01, F +41-(0)52 368 01 09, info@cadfem.ch.
- d) CADFEM France SAS, 148 Avenue Jean Jaurès, 69007 Lyon, France, T +33 (0)4 37 29 21 19, contact@cadfem.fr.
- e) CADFEM UK CAE Ltd, Airport House Business Centre, Purley Way, Croydon, Surrey, England, CR0 0XZ, UK, T +44 (0)208 256 0630, info@cadfem.co.uk.
- f) CADFEM Ireland Ltd, 18 Windsor Pl, Lower Pembroke St, Dublin, D02 PW74, Ireland, T +353 (0)16 522 730, info@cadfem.ie.

- g) CADFEM India Private Limited, 6-3-191/C/1, Tower 2, 6th Floor, Fortune-9, Rajbhavan Road, Somajiguda, Hyderabad 500082, Telangana, India, T +91 (40) 49481000, info@cadfem.in.
- h) CADFEM SEA Pte. Ltd, 2 Venture Dr, #06-17 Vision Exchange, Singapore 608526, Singapore, T +65 6572 8886, info@cadfem-sea.com.
- i) CADFEM AFRIQUE DU NORD S.A.R.L., Technopole de Sousse, BP 24, 4059 Sousse-Corniche, Tunisia, T +216 73 820 230, info@cadfem-an.com.

3. Business areas

CADFEM's business areas are:

- the distribution of the software of ANSYS, Inc,
- the distribution of complementary simulation software products,
- the sale of hardware and standard software,
- the provision of support for the aforementioned products,
- Training and further education regarding the aforementioned products,
- Consulting, especially order calculations, software development and material modeling

Specifically, this involves:

a) Simulation software and support

- aa) CADFEM brokers licenses to software of ANSYS, Inc., Southpointe, 2600 Ansys Drive, Canonsburg, PA 15317 USA and provides support for its licensees on their behalf.

Contractual partner of Customers who acquire licenses to software of ANSYS, Inc. through CADFEM is ANSYS, Inc. on the basis of the license agreements concluded by the licensees directly with ANSYS, Inc. Rights and obligations of the licensees under the license agreements concluded with ANSYS, Inc. exist exclusively vis-à-vis ANSYS, Inc. These CADFEM GTC do not apply to these contractual relationships.

The license agreements of ANSYS, Inc. can be viewed on the website of ANSYS Inc. at: <https://www.ansys.com/legal/terms-and-conditions>.

To the extent that CADFEM provides support services ("TECS") to the licensees of ANSYS, Inc. after the conclusion of license agreements, these services are provided on behalf of ANSYS, Inc. on the basis of a provision contained in its license agreement, according to which ANSYS, Inc. may provide the support services contractually owed to the licensees either itself or through companies of its choice.

Between CADFEM and the Customers of ANSYS, Inc. there are contractual relationships due to the mediation activities of CADFEM and, if applicable, also due to the support services provided by CADFEM on behalf of ANSYS, Inc. which result in mutual obligations of consideration. Sections B. and C. 1. of these CADFEM GTC apply to these contractual obligations. As far as contract conclusions are initiated via the customer account myAccount, section D. 1. of these CADFEM GTC also applies.

- bb) CADFEM distributes software licenses for products of CADFEM Germany GmbH, in particular the so-called "CADFEM Extensions", and licenses for software of other companies not belonging to the CADFEM Group. These products are defined in the "CADFEM Master Agreement for Software Licensing". The "CADFEM Master Agreement for Software Licensing" can be viewed on the website of CADFEM Germany GmbH at: <https://www.cadfem.net/de/agb>.

To the extent that Customers acquire licenses to the aforementioned products directly from CADFEM Germany GmbH or through the intermediary of other CADFEM Group companies, CADFEM Germany GmbH shall be the exclusive contractual partner on the basis of the "CADFEM Master Agreement for Software Transfer" concluded by the licensees directly with CADFEM Germany GmbH.

Rights and obligations arising from this agreement are exclusively based on the license agreements concluded by the licensees with CADFEM Germany GmbH and exist only vis-à-vis CADFEM Germany GmbH as the contractual partner. These CADFEM GTC do not apply to these contractual relationships.

Due to the sales activities and the support services provided on behalf of CADFEM Germany GmbH, there are contractual relationships between the companies of the CADFEM Group mediating the conclusion of contracts on software licenses with CADFEM Germany GmbH and the Customers of CADFEM Germany GmbH, from which mutual duties of consideration arise. Sections B. and C. 2. of these CADFEM GTC apply to these contractual obligations. As far as contract conclusions were initiated via the customer account myAccount, section D. 1. of these CADFEM GTC also applies.

b) Advanced training

For contracts regarding training offers, in particular open face-to-face and online trainings, individual trainings, certificate courses, webinars, learning subscription products, user meetings (in particular the CADFEM Conference) as well as eLearning, sections B., C. 3. and, as far as they are initiated or concluded via the customer account myAccount, or - as in particular free online training offers - require a separate registration, also section D. 1. or D. 2. of these CADFEM GTC apply.

The contracting party for face-to-face or online live events is the respective organizer. If the event is offered by a CADFEM Group company that is not itself the organizer, this company will act as the organizer's agent. Between the companies of the CADFEM Group mediating the conclusion of the contract and the Customers of the event organizer, contractual relationships exist on the basis of the sales activity, from which mutual duties of consideration arise. Sections B. and C. 2. of these CADFEM GTC apply to these contractual relationships.

As far as CADFEM conducts face-to-face or online live events together with partner companies, the partner company becomes a further contractual partner of the Customer in addition to CADFEM, if this is separately referred to in the offer description. In this case, special contractual terms and conditions may apply in the relationship between the Customer and this external partner, provided that this is specifically referred to in the offer description.

The contractual partner when using the eLearning offer is the respective CADFEM Group company that offers the product.

The contractual partner for the purchase of the learning subscription products is the respective CADFEM Group company from which the subscription product is purchased. However, the contracting party for the use of the training offers included in the - rate remains the CADFEM Group company offering the respective training offer.

c) Consulting

For contracts for consulting services, in particular order calculation, software development and material modeling, sections B., C. 4. and, if initiated via the customer account myAccount, also section D. 1. of these CADFEM GTC apply.

The contractual partner when using CADFEM's consulting services is the CADFEM Group company offering the respective service.

d) Supply of goods (IT hardware and standard software)

For contracts for the supply of goods (IT hardware and standard software), sections B., C. 5. and, if initiated via the customer account myAccount, also section D. 1. of these CADFEM GTC apply.

The contractual partner is the CADFEM Group company offering the respective product.

In the event that the object of purchase is software, the manufacturer's applicable license terms shall also apply.

e) IT services

For the provision of extended support for IT systems within the scope of contracts for "IT-Service Stundenkontingente - IT Service Hourly Quotas (SSK), IT Service Level Agreements (SLA) as well as contracts for Installations-Dienstleistungen - IT Service Installation Services (InstDL) - (SSK, SLA and InstDL hereinafter referred to as "IT Services") sections B., C. 6., and, to the extent initiated via the customer account myAccount, also section D. 1. of these CADFEM GTC apply.

The contractual partner is the CADFEM Group company offering the respective IT services.

4. Distribution channels

In addition to traditional sales channels, CADFEM also uses the business portal www.cadfem.net.

a) Business portal www.cadfem.net

The use of the freely accessible part of the www.cadfem.net web service is governed exclusively by the "General Terms and Conditions of Use for the www.cadfem.net web service", which can be viewed at <https://www.cadfem.net/de/de/nutzungsbedingungen>.

b) Customer account myAccount

The initiation and conclusion of contracts via www.cadfem.net requires a registration for the CADFEM customer account "myAccount". For this registration, which is only possible for commercial Customers, and

the use of myAccount, section D. 1 of these CADFEM GTC applies in addition to the aforementioned terms of use.

The contractual partner of the Customer using myAccount is the CADFEM Group company providing the customer account.

c) Free online training courses with registration requirements

The use of certain free online training courses of CADFEM (in particular webinars) requires a simple registration. For this registration, section D. 2. of these CADFEM GTC applies in addition to the aforementioned terms of use. The contractual partner of the Customer using the offers is the CADFEM Group company providing the respective offer.

B. General conditions

1. Scope

- a) These CADFEM GTC apply only to Customers acting in the course of their commercial or independent professional activities (referred to as "Customer" in these CADFEM GTC).
- b) As far as CADFEM is the contractual partner of the Customer according to these CADFEM GTC, these CADFEM GTC shall apply exclusively. The applicability of other general terms and conditions is excluded, unless such application has been expressly agreed in writing by CADFEM.
- c) These CADFEM GTC shall also apply if CADFEM carries out the delivery/service to the Customer without reservation in the knowledge that the Customer's conditions are contrary to or deviate from the CADFEM GTC.
- d) These CADFEM GTC apply to future offers, deliveries and services to the Customer in the case of continuous business relations even without renewed express reference.

2. Contractual partner

The contractual partner of the Customer is in principle the respective CADFEM Group company named in section A. 1. of these CADFEM GTC, which offers the respective service. Deviating from this, the contractual partner

- a) when concluding license agreements for software of ANSYS, Inc. is the company ANSYS, Inc., Southpointe, 2600 Ansys Drive, Canonsburg, PA 15317 USA. In this case, only the terms and conditions stated in their license agreements shall apply, which can be viewed at <https://www.ansys.com/legal/terms-and-conditions>,
- b) in case of conclusion of license agreements for the software mentioned in the "CADFEM Framework Agreement for Software Transfer" is CADFEM Germany GmbH, Am Schammacher Feld 37, 85567 Grafing near Munich, Germany. In this case, the terms and conditions specified in this framework agreement shall apply exclusively, which can be viewed at <https://www.cadfem.net/de/agb> and
- c) when concluding contracts for training events, the respective organizer.

Where the term "CADFEM" is used below, it refers to the respective company of the CADFEM Group,

- which is the contractual partner of the Customer, or
- with whom the Customer has another relationship under the law of obligations (e.g. due to an activity of CADFEM as an intermediary, see section A. 3. of these CADFEM GTC).

3. Export control regulations (including sanctions)

- a) CADFEM advises Customer that export control regulations apply to the transfer, export and brokerage of goods (hardware, software, technology) and to the provision of services (e.g. support, training, consulting, etc.) with cross-border implications. In addition, sanctions against certain persons, organizations or institutions also apply to non-border business relationships. Export control regulations also include embargo restrictions and re-export control regulations. The transfer, export and brokering of goods as well as the provision of services with cross-border implications by CADFEM may therefore be subject to export control restrictions and prohibitions. Customer acknowledges that export control regulations are subject to constant changes and adaptations and are applicable to the contract as amended from time to time.
- b) CADFEM shall at all times comply with the export control regulations of national and supranational law applicable to the registered office of the respective CADFEM Group company. To the extent that CADFEM distributes products of companies located in the United States of America or provides services on behalf of such companies - in particular the company ANSYS, Inc.

- c) The Customer is obliged to comply with all applicable export control regulations with respect to the goods and services received from CADFEM. In particular, the Customer shall not sell, export, re-export, deliver, transfer or otherwise make available, directly or indirectly, the goods and services received from CADFEM to any person, company, institution, organization or country in violation of applicable export control regulations. This also applies to the transfer and making available of technology to persons, organizations or institutions subject to sanctions, for example in the context of the participation of persons in training measures using supplied teaching material.
- d) Customer shall, prior to any sale, (re-)export, delivery, transfer or other provision to third parties of the supplies and services received from CADFEM, verify and take appropriate measures to ensure that no violation of applicable export control regulations results therefrom. The Customer shall obtain any necessary permits or licenses from the relevant authorities.
- e) The Customer observes in particular that the supplies and services received from CADFEM are not to be used for any prohibited purposes or purposes requiring approval in connection with
 - NBC weapons and their delivery technology (esp. missiles),
 - conventional armor,
 - Construction and operation of (civilian) nuclear facilities
 - Communication/data monitoring goods
 unless any necessary permits or licenses have been obtained.
- f) CADFEM is not obligated to fulfill the contract if this would lead to violations of export control regulations.
- g) The observance of deadlines for the delivery of a good or the provision of a service may require the prior granting of export control permits or licenses or the performance of any other examination procedure by the competent authorities. If CADFEM is prevented from timely delivery of a good or performance of a service due to the duration of the proper execution of an export control authorization, license or other official examination procedure, the deadline shall be extended appropriately by the duration of the delay caused by the respective official procedure.
- h) If the required export control permits or licenses, if any, are not granted by the competent authorities or if other obstacles due to export control regulations to be observed by CADFEM or by CADFEM's suppliers prevent the performance of the contract, CADFEM is entitled to withdraw from the entire contract or from individual delivery or service obligations affected by the respective export control obstacle. This also applies if corresponding export control obstacles - e.g. due to a change in the legal situation - arise only between the conclusion of the contract and the delivery of the goods or the performance of the service as well as during the assertion of warranty rights and prevent the performance of the delivery, the service or the warranty action because required permits or licenses are not granted or revoked by the competent authorities or other legal obstacles due to export control provisions to be observed prevent the performance of the contract or the performance of the delivery, the service or the warranty action.
- i) Upon request, the Customer is obligated to CADFEM to immediately provide complete information on the intended use and, if applicable, on further final recipients, the end-use and the end-use of the goods to be delivered or provided or the services to be rendered. In particular to issue or provide so-called end-use documents (EUCs) and to send the originals to CADFEM in order to enable CADFEM or the competent authorities to carry out export control checks and to be able to prove the intended use, the end recipient, the end-use and the end-use of the goods or the services.
- j) The Customer fully indemnifies CADFEM against all claims asserted against CADFEM by authorities or other third parties due to the culpable infringement and violations by the Customer of applicable export control regulations and agrees to compensate CADFEM for all damages and expenses incurred in this connection.
- k) Violations by Customers of applicable export control regulations entitle CADFEM to extraordinary termination of all existing contracts with the Customer.

4. Subcontractor

The companies of the CADFEM Group are entitled to perform contractually agreed services also by using subcontractors, in particular by other companies of the CADFEM Group mentioned in section A. 2. of these CADFEM GTC as well as Simq GmbH with registered office in Grafing near Munich, Am Schammacher Feld 37, 85567 Grafing near Munich, Germany, inuTech GmbH with registered office in Nürnberg, Fürther Straße 212, 90429 Nürnberg, Germany, ITficient AG with registered office in Sirmach, Rütihofstrasse 6, 8370 Sirmach, Switzerland and INYO Mobility GmbH, Am Schammacher Feld 37, 85567 Grafing near Munich, Germany.

5. Prices and terms of payment, Default

- a) Unless otherwise agreed, prices are determined according to the respective CADFEM price list valid at the time of conclusion of the contract plus taxes, duties and customs, freight and packaging. Discounts are excluded - also in case of advance payments.
- b) Unless otherwise agreed, CADFEM's receivables are due upon receipt of the invoice. CADFEM is entitled to issue invoices at the following times:
 - In case of delivery of goods after performance of services.
 - For the IT services "IT Service Hourly Quota (SSK)" and "IT Service Level Agreement (SLA)" after conclusion of the contract (advance performance obligation of the Customer).
 - For the IT service "Installation service (InstDL)" after acceptance of the functional system.
 - For training offers including the learning subscription products with the sending of the order confirmation (advance payment obligation of the Customer).
 - In the case of consulting, at the times agreed with the Customer in the service description.

In the case of simulation software, the following applies - insofar as CADFEM is the licensor or has been commissioned by the licensor to collect the claims arising from the license agreements:

- In the case of one-time claims as in the case of a "software purchase" in the sense of the license terms, 100% of the claim (regularly the license fee) is invoiced after the service has been rendered (regularly the delivery of the software).
 - In the case of recurring claims as in the case of software rental-, or maintenance contracts, 100% of the fee attributable to the first performance period after delivery of the software and 100% of the fees for subsequent performance periods after delivery of the license files for these performance periods will be invoiced (advance performance obligation of the Customer).
 - Rights to use software products shall only arise upon full payment of the invoiced license fees. CADFEM reserves the right to issue temporary license keys.
- c) In the event of the Customer's obligation to perform in advance, CADFEM is not obligated to perform until the invoice amount has been received in full.
 - d) CADFEM reserves the right to send invoices to the Customer in electronic format.
 - e) CADFEM may demand advance payments/down payments or payments on account at reasonable intervals prior to or during the performance of services in accordance with the status of the services performed or to be performed under the contract.
 - f) The Customer shall pay the agreed remuneration to CADFEM by bank transfer when due. If the payment is not made within a period of 30 days from the due date, default of payment occurs without further ado.
 - g) In case of delay in payment CADFEM is entitled to interest on arrears at the statutory rate, but not less than 8% per annum. CADFEM reserves the right to claim further damages. CADFEM reserves the right to terminate contracts without notice or to withdraw from contracts after unsuccessful reminder. The right of termination without notice and withdrawal also extends to other existing contracts with defaulting Customers. Claims of CADFEM for damages remain unaffected by withdrawal and termination.
 - h) Insofar as payment by installments has been agreed, the entire claim shall become due for payment upon the occurrence of default with the payment of one installment.
 - h) If CADFEM has more than one receivable, payments will be applied first to interest receivable due and then to the receivable that has been due the longest.
 - i) Delays in payment do not change the agreed term of the contract.
 - j) The raising of objections to an invoice shall not affect the due date of the claim invoiced and shall not prevent the occurrence of default.
 - k) In addition, for **contracts with CADFEM France SAS**:
 - For any amount not paid on the due date, the Customer shall owe at least interest on arrears in accordance with Article 441-10 of the Commercial Code (France), at the rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points.
 - For each invoice paid late, the Customer shall also owe a flat-rate recovery penalty of 40 (forty) euros (Law No. 2012-387 of March 22, 2012 - France).
 - The Customer owes reimbursement of all costs incurred by CADFEM France SAS for the litigious collection of the amounts owed, including lawyers' fees and court costs.

- The above penalties are due upon first request of CADFEM France SAS.

6. Retention of Title (only for contracts with of CADFEM Germany GmbH, CADFEM (Austria) GmbH and CADFEM France SAS)

- a) Goods delivered by CADFEM France SAS shall remain the property of CADFEM France SAS until all claims of CADFEM France SAS against the Customer arising from the delivery of the goods have been fulfilled. Goods delivered by CADFEM Germany GmbH or CADFEM (Austria) GmbH remain the property of CADFEM Germany GmbH or CADFEM (Austria) GmbH until all claims of CADFEM Germany GmbH or CADFEM (Austria) GmbH against the Customer arising from the business relationship have been fulfilled. The retention of title also extends to the acknowledged balance to the extent that CADFEM Germany GmbH or CADFEM (Austria) GmbH places claims against the Customer in current invoices (current account retention).
- b) During the existence of the retention of title, the resale of the goods delivered by CADFEM Germany GmbH or CADFEM (Austria) GmbH is only permitted to resellers in the ordinary course of business and only under the condition that the reseller either receives payment concurrently or makes the reservation vis-à-vis its buyer that ownership will only pass to the buyer once it has fulfilled its payment obligation vis-à-vis the reseller.
- c) The Customer assigns to CADFEM Germany GmbH or CADFEM (Austria) GmbH, as the case may be, all claims arising from the resale according to paragraph b) as security already upon conclusion of the contract. Until revoked, the Customer is authorized to collect the assigned claims. CADFEM Germany GmbH or CADFEM (Austria) GmbH is entitled to revoke the collection authorization of the Customer in case of an important reason, in particular default of payment, cessation of payment, opening of insolvency proceedings or other important indications suggesting insolvency of the Customer. Furthermore, CADFEM Germany GmbH or CADFEM (Austria) GmbH may, after prior warning, demand the disclosure of the assignment by way of security of the Customer's claims against the secondary purchasers as well as realize the assigned claims after observing a reasonable period of time.
- d) In the event of revocation pursuant to paragraph c), the Customer shall immediately provide all information required to collect the assigned claim.
- e) The goods subject to retention of title may neither be pledged nor assigned as security. In case of seizure or other interventions by third parties, the Customer shall immediately notify CADFEM Germany GmbH or CADFEM (Austria) GmbH, or CADFEM France SAS.
- f) To the extent that the value of the security interests to which CADFEM Germany GmbH or CADFEM (Austria) GmbH is entitled exceeds the amount of all secured claims by more than 10%, the Customer shall be entitled to release a corresponding part of the security interests. CADFEM Germany GmbH or CADFEM (Austria) GmbH may choose between different security interests for release. Upon satisfaction of all secured claims, the security interests shall expire.

7. Assignment, set-off and retention

- a) Customer may assign its rights under contracts with CADFEM only with its written consent. The consent may only be refused for good cause.
- b) The Customer shall only be entitled to set-off and to exercise a right of retention with regard to undisputed or legally established counterclaims. A right of retention is only permissible with regard to claims from the respective contractual relationship itself.

8. Secrecy

- a) CADFEM and the Customer are obliged to treat as confidential the information disclosed to them or becoming known to them by the other party in the course of the conclusion of the contract and its execution, unless such information is in the public domain, has been developed by the other party itself or becomes generally known to the other party at a later date without breach of the obligation to maintain confidentiality (confidential information). The parties shall take all necessary precautions to protect the confidential information from unauthorized access, unauthorized disclosure, accidental disclosure, duplication, dissemination and other unauthorized use. Further legal provisions shall remain unaffected.
- b) Insofar as CADFEM is entitled to provide the contractual services through third parties - see section B. 4. of these CADFEM GTC - confidential information may be provided to such third parties for the purpose of executing the contract. CADFEM is obligated to ensure that employees and third parties who are given access to the confidential information are subject to at least as strict confidentiality obligations in writing prior to disclosure as those stipulated above for CADFEM.

9. Liability

- a) CADFEM is liable,
 - insofar as it, its legal representatives or its vicarious agents are guilty of intent or gross negligence,
 - in case of culpable injury to life, body and health,
 - in case of culpable violation of essential contractual obligations,
 - in the case of defects which were fraudulently concealed or whose absence was guaranteed, or
 - insofar as liability exists under product liability law for personal injury or property damage to privately used objects.
- b) A material contractual obligation is an obligation the fulfillment of which makes the proper performance of the contract possible in the first place and on the fulfillment of which the contractual partner regularly relies and may rely.
- c) In the event of a slightly negligent breach of material contractual obligations, CADFEM's liability is limited to reasonably foreseeable damage typical for the contract.
- d) In all other respects CADFEM shall not be liable.
- e) The above provisions do not result in a distribution of the burden of proof that deviates from the statutory provisions to the detriment of the injured party.

10. Warranty

- a) The Customer must immediately give written notice of material defects and defects of title. Material defects shall only exist if the item does not have the agreed quality or if agreed accessories and instructions (including assembly and installation instructions) are missing. Only insofar as nothing has been agreed with regard to condition, accessories and instructions, a material defect shall also be deemed to exist if the item is not suitable for normal use. In this context, the Customer shall report material defects by precisely stating the circumstances under which they have become apparent and describing the effects of the material defect in detail and in a comprehensible manner.
- b) No warranty claims shall exist in particular in the following cases:
 - Unsuitable or improper use,
 - Faulty assembly or installation by the Customer or third parties,
 - Wear and tear and natural wear,
 - Incorrect or negligent handling,
 - Installing faulty software,
 - Improper maintenance,
 - Mechanical, chemical, electronic, electrical and comparable influences that do not correspond to the intended, average standard influences.
- c) Furthermore, no warranty claims shall exist if the Customer
 - modifies the delivery item or has it modified by third parties, and/or
 - replaces or has replaced parts of the delivery item not by original parts of CADFEM but by parts of a third party, without this being necessary due to default of CADFEM with regard to an obligation incumbent on CADFEM and fruitless expiry of a grace period set by the Customer or due to other significant reasons, in order to enable the contractual use of the delivery item.

This shall not apply if the Customer proves that the defects in question were not caused by the modifications made by him or the third party to the delivery item or the parts by the third party.

- d) Insofar as CADFEM is obligated to provide subsequent performance due to a defect, CADFEM is entitled to provide subsequent performance at its own discretion by rectifying the defect or by delivering a new product. Subsequent improvement may also be effected by delivery of a new version, update, upgrade, patch or release, otherwise also by delivery of equivalent items.
- e) If the subsequent performance or the type of subsequent performance selected by CADFEM is unacceptable to the Customer, the Customer shall immediately notify CADFEM in writing.
- f) The Customer is obliged to cooperate to a reasonable extent in the search for and analysis of a material defect and its cause and, in particular, to enable CADFEM to examine the objects, to provide all necessary and appropriate information and to allow inspection of the documents from which more detailed circumstances of a notified defect could arise.

- g) Claims and rights due to a defect shall become statute-barred within one year from the statutory commencement of the limitation period. This shall not apply if longer periods are prescribed by law.
- h) In the event that CADFEM has fraudulently concealed a defect, a defect has been caused intentionally or by gross negligence on the part of CADFEM, in cases of injury to life, body or health or insofar as a guarantee of quality assumed by CADFEM is sufficient, the statutory provisions on liability and limitation in the event of defects shall remain unaffected. The regulations regarding the suspension of expiration or the recommencement of time limits also remain unaffected.
- i) For claims for damages and reimbursement of expenses in case of defects, section B. 9. of these CADFEM GTC shall apply in addition.

11. Third party property rights

- a) If a third party asserts claims against the Customer for infringement of copyrights or industrial property rights with respect to services provided by CADFEM and if the contractual use of the service by the Customer is impaired or prohibited as a result, CADFEM will, at its option and at its expense, either modify or replace the service in such a way that it does not infringe industrial property rights but still essentially complies with the agreed specifications or indemnify the Customer against license fees for the use of the service vis-à-vis the third party.
- b) If the aforementioned supplementary performance fails or if these measures are unreasonable for CADFEM, the Customer is entitled to withdraw from the contract for the affected service or to reduce the price thereof at his discretion, taking into account a reasonable compensation for the interim use.
- c) The Customer must immediately notify CADFEM of the assertion of the aforementioned claims of third parties. He may not acknowledge the alleged infringement and may only conduct any dispute with the third party regarding the infringement of property rights in agreement with CADFEM.
- d) Claims of the Customer for infringement of property rights are excluded if the infringement is caused by the Customer himself, is based on special specifications of the Customer, is caused by an application not intended according to the product information or is caused by the fact that the service is changed by the Customer or is used together with services not delivered by CADFEM.
- e) The Customer's claims due to the infringement of third party property rights are subject to a limitation period of one year from the statutory commencement of the limitation period, unless the infringement is based on intent or gross negligence. Further claims of the Customer due to an infringement of industrial property rights of third parties are excluded, unless liability is provided for in these CADFEM GTC.

12. Jurisdiction

The exclusive place of jurisdiction for all claims arising from business relations is the registered office of CADFEM, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law. However, CADFEM is also entitled to take action against the Customer at the Customer's general place of jurisdiction.

13. Choice of law

For all disputes arising from contracts to which these GTC apply and for all disputes arising from the business relationship between CADFEM and Customers, the law of the registered office of CADFEM shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) as well as the conflict of laws provisions of the respective private international law is excluded.

C. Special conditions

Unless otherwise stipulated below, this section C. of these CADFEM GTC applies in addition to their sections A. and B. to the respective contractual obligations described below. Any obligations of CADFEM resulting therefrom are therefore always subject to their compatibility with the provisions of section B. 3. of these CADFEM GTC (Export Control Provisions).

As far as corresponding contractual obligations are initiated or concluded via the customer account myAccount, section D. 1. of these CADFEM GTC also applies.

CADFEM is convinced that the products it sells are technologically leading and strives to establish lasting business relationships with Customers. Customers are given the opportunity to test the products and services sold, enabling them to compare their performance with products and services from other suppliers and thus make an informed

decision about their use. CADFEM is a sales-oriented company. As such, CADFEM specifically promotes only the products and services it sells and, in consultation with potential Customers, determines their need for them. Insofar as CADFEM speaks of "consulting" the Customer in this context, this does not include the promise of independent and manufacturer-independent product consulting.

1. Distribution of ANSYS, Inc. software and provision of support

- a) As far as CADFEM sells products of ANSYS, Inc., CADFEM has the role of an intermediary. Contractual partner of Customers who acquire licenses to software of ANSYS, Inc. through intermediary of companies of the CADFEM Group is ANSYS, Inc., Southpointe, 2600 Ansys Drive, Canonsburg, PA 15317 USA. Reference is made to section A. 3. a) aa) of these CADFEM GTC.

These CADFEM GTC do not apply to the contractual relationship between the Customer and ANSYS, Inc.

- b) Due to the sales activities of CADFEM, a contractual relationship exists between CADFEM and the Customer of ANSYS, Inc. from which mutual duties of consideration arise. The same applies if CADFEM is commissioned by ANSYS, Inc. to exercise its rights and obligations towards its Customers. These CADFEM General Terms and Conditions of Business shall apply to this contractual relationship, in particular Section B. 9.

2. Distribution of other simulation software and provision of support

- a) To the extent that CADFEM distributes licenses of the software defined in the "CADFEM Master Software License Agreement", CADFEM Germany GmbH is the contractual partner on the basis of the "CADFEM Master Software License Agreement" concluded by the licensees directly with CADFEM Germany GmbH. The "CADFEM General Agreement for Software Licensing" conclusively regulates this contractual relationship. Therefore, these CADFEM GTC do not apply to this contractual relationship.

- b) Due to the sales activities of the other companies of the CADFEM Group mediating the software license agreements with CADFEM Germany GmbH, contractual obligations exist between these companies and the Customers of CADFEM Germany GmbH, from which mutual duties of consideration arise. The same applies insofar as the companies of the CADFEM Group mediating the software license agreements exercise their rights and obligations towards the Customers on behalf of CADFEM Germany GmbH. These CADFEM GTC shall apply to these contractual obligations, in particular section B. 9. of these GTC shall apply.

3. Training

CADFEM offers both paid and free training courses. CADFEM's paid training courses include open trainings, individual trainings, certificate courses as well as eLearning and the CADFEM Conference. Free of charge CADFEM offers webinars and other online events as well as user meetings.

CADFEM also offers individual training courses together with external partner companies. If this is the case, the Customer will be informed separately.

a) Training categories

aa) Open trainings

Open trainings deal with topics specified by CADFEM. They are held at locations specified by CADFEM as both face-to-face and live online trainings. Participation is open to all Customers. It is only limited in terms of the number of participants by the spatial and technical conditions. With regard to content, speaker, date, type of execution, if applicable location, organizer and price, the course description on www.cadfem.net is primarily valid, otherwise the description given in the offer.

If training materials are part of the offer, they will be made available to the Customer on the CADFEM learning platform from the start of the training (see the service content under C. 3. b)). The customer needs his own internet access to use the learning platform.

Open trainings are distributed by CADFEM especially via the web service www.cadfem.net. Prerequisite for booking an Open training via the web service www.cadfem.net is the registration for the CADFEM customer account myAccount. In this regard section D. 1. of these CADFEM GTC applies.

Customers are entitled to cancel their participation free of charge in writing up to three weeks before the start of the event (withdrawal from the contract). After this time, Customers are entitled to withdraw from the contract if they provide a replacement participant. If the withdrawing Customer has claimed a Customer group-specific discount when booking the course, this shall only apply if the substitute participant is also entitled to a discount or waives the right to claim the discount. When using the learning subscription products, extended cancellation options exist in accordance with section C. 3. f) of these CADFEM GTC.

bb) Individual training

Individual trainings are carried out in particular with Customers who want to master new customer-specific challenges in the field of simulation. They can be in connection with the provision of other services by CADFEM (e.g. as project training following a job order calculation service). Content, speaker, duration, place, time and prices of these trainings are individually coordinated by CADFEM with the respective Customer and adapted to his needs. Participants are exclusively the employees or order users of the respective Customer.

The rules for consulting services apply accordingly to subsequent changes to services and the termination of agreed individual training. See section C. 4. d) bb) and ff) of these CADFEM GTC.

cc) eLearning

CADFEM's eLearning offering allows Customers to train flexibly in terms of location and time. It is distributed by CADFEM in particular via the web service www.cadfem.net. The concept, content and prices of the individual offers are derived from the information provided there. The offer is open to all Customers.

CADFEM will provide the Customer with access to the CADFEM learning platform to access the learning content (see the service content under C. 3. b)). CADFEM only owes the availability of the learning content on the learning platform for retrieval by the Customer via the Internet. The customer needs his own internet access to use the learning platform. eLearning offerings consist of several modules. Customers have the opportunity to test the start module of an offer free of charge via a test access.

Customers who have purchased an eLearning offering but have not yet used any of its paid modules are entitled to transfer the purchased eLearning offering to a replacement participant.

dd) Certificate courses

Certificate courses cover topics specified by CADFEM. They presuppose the previous knowledge described in the offer description. The courses are held at locations specified by CADFEM in face-to-face workshops and are limited in terms of the number of participants by the spatial and technical conditions. Concerning content, required previous knowledge, instructor, date, place, organizer and price the course description on www.cadfem.net is primarily valid, otherwise the course description given in the offer description. The award of the certificate (not recognized by the state) requires the successful completion of an examination, which consists of a practical simulation task and an oral discussion. In case of failure of the examination, only the participation in the course will be certified without a certificate.

Certificate courses are distributed by CADFEM especially via the web service www.cadfem.net. Prerequisite for booking a certificate course via the web service www.cadfem.net is the registration for the CADFEM customer account myAccount. In this regard, section D. 1. of these CADFEM GTC applies.

Customers are entitled to cancel their participation free of charge in writing up to three weeks before the start of the event (withdrawal from the contract). After this time, Customers are entitled to withdraw from the contract if they provide a replacement participant. Insofar as the withdrawing Customer has claimed a Customer group-specific discount when booking the course, this shall only apply insofar as the substitute participant is also entitled to a discount or waives the right to claim the discount.

ee) User meetings, especially CADFEM Conference

CADFEM offers user meetings. The program of the meetings is given by CADFEM. Participation is open to all Customers. It is only limited in terms of the number of participants by the spatial and technical conditions. Concerning content, speakers, date, place and organizer the information given in the offer description is valid. Unless otherwise specified, participation in user meetings is free of charge for Customers.

The CADFEM Conference is a user meeting held by CADFEM Germany GmbH as a face-to-face event over several days with a fee, including a lecture and supporting program. Regarding the amount of the participation fees and cancellation options, the offer description on www.cadfem.net applies.

The CADFEM Conference is exclusively distributed via the web service www.cadfem.net. Prerequisite for booking via the web service www.cadfem.net is the registration for the CADFEM customer account myAccount. In this regard section D. 1. of these CADFEM GTC applies.

Only the person named as a participant when booking the event is entitled to participate (personalized ticket). Entitlement to participate in the CADFEM Conference requires prior payment of the participation fee.

Cancellation of participation in the CADFEM Conference is possible under the following conditions:

In case of long-term cancellation, the participation fee will be refunded in full. In case of short-term cancellation, half of the participation fee will be refunded. As a rule, long-term cancellation is possible up to one month and short-term cancellation up to four working days before the start of the event. The specific times up to which a long-term or short-term cancellation is possible can be found in the offer description. The

participation fee will not be refunded in the event of later cancellation or non-participation without prior cancellation. Cancellation of participation shall be effected by sending a corresponding notification by e-mail to seminar@cadfem.de. The date of receipt of the cancellation notice by e-mail on CADFEM's mail server is decisive for compliance with the cancellation deadlines.

The position of an alternate participant at the CADFEM Conference is possible according to the following conditions:

As a rule, it is possible to provide a substitute participant up to four working days before the start of the event. The specific time up to which the provision of a substitute participant is possible can be found in the offer description. The provision of a substitute participant takes place by corresponding notification by e-mail to seminar@cadfem.de and the booking of the substitute participant via the web service www.cadfem.net with reference to the originally registered participant. The time of receipt of the booking request referring to the originally registered participant in CADFEM's ordering system is decisive for compliance with the deadline. In case of late provision of a substitute participant, the originally registered participant remains entitled to participate.

CADFEM reserves the right to make and distribute film recordings and photographs of user meetings - in particular of the CADFEM Conference - insofar as the interest of CADFEM in appropriate corporate communication outweighs the interest of participants who may be recognizable on the recordings. Please refer to the CADFEM Privacy Policy for further details.

ff) Webinars and other free online live events

CADFEM conducts webinars and other free online live events. Content, speakers, dates and duration as well as the online platforms of these events are specified by CADFEM. If the online platforms are provided by third party providers, their terms of use apply in addition.

The events are offered in particular via the web service www.cadfem.net. Regarding content, date, contracting party, and speaker, what is stated there applies. For the use of the web service www.cadfem.net, the "General Terms of Use for the Web Service www.cadfem.net", which can be viewed at <https://www.cadfem.net/de/de/nutzungsbedingungen>, apply.

Participation is open to all Customers. Participation in the aforementioned events requires simple registration. For this registration, section D. 2. of these CADFEM GTC applies in addition to the aforementioned terms of use.

b) Service content

CADFEM gives the participants the opportunity to familiarize themselves with the contractually intended contents within the scope of the training offer. CADFEM does not promise any specific learning or other success. This also applies if the training offer is in connection with the provision of other services (e.g. as individual training in the form of a project training following an order calculation service).

Only the persons named in advance by the Customers and accepted by CADFEM (including the substitute participants mentioned in section C. 3. a) of these CADFEM GTC) are entitled to participate. In this regard, reference is made to section B. 3. of these CADFEM GTC (Export Control Provisions).

Insofar as a training offer includes access to the CADFEM learning platform (C. 3. a) aa) - open trainings, C. 3. a) cc) - eLearning and C. 3. f) - learning subscription products), this is valid for 12 months from the start of the respective training offer. In the event of the purchase of a further training offer in accordance with C. 3. a) aa) and cc) as well as C. 3. f), access is extended by a further 12 months from the start of this offer. However, this does not apply when booking additional training courses free of charge as part of a subscription product.

c) Unilateral adjustment of the contract

CADFEM has the right to substitute other speakers with at least the same level of qualification and to make minor changes to the content of the training program (including the eLearning content) compared to that provided for in the contract, in particular in order to adapt it to new developments.

CADFEM reserves the right to terminate the provision of the learning content acquired by the Customer on the CADFEM learning platform at the earliest 12 months after its acquisition by the Customer, subject to a notice period of 3 months.

d) Force majeure, withdrawal and cancellation by CADFEM

If CADFEM is unable to hold a training event in whole or in part for reasons of force majeure, CADFEM is entitled to cancel the event or end it early.

It is considered force majeure if a recommendation is issued by sovereign authorities not to hold the event or comparable events (e.g. due to the risk of spreading diseases, severe weather events or possible terrorist attacks).

Furthermore, it is already considered force majeure if such a recommendation is publicly discussed and it is declared by sovereign authority that it will probably be pronounced. It is presumed that in this case CADFEM and its employees cannot be expected to hold the event.

For live events other than the CADFEM Conference and other user meetings, it is considered force majeure if one of the contractually scheduled speakers is prevented from performing the event and the provision of a suitable replacement lecturer is impossible or unreasonable for CADFEM. Cancellation will be made immediately after knowledge of the reason for the impediment.

CADFEM has the right to cancel a training event, in particular due to insufficient demand, no later than one week prior to the scheduled event date. This does not apply to individual trainings and trainings where the Customer has to pay a lump sum regardless of the number of participants.

Permissible cancellations or premature termination of events by CADFEM constitute a withdrawal from the contract. In this case CADFEM is not obligated to pay damages or compensation for futile expenses to the Customer.

e) Rights of use & Copyright

eLearning content and training materials are protected by copyright and are only available as part of participation in training courses.

CADFEM grants Customers a non-exclusive right to use the eLearning content and training materials to the extent necessary to achieve the purpose of the contract. The purpose of the contract always includes only the training of the participants defined in advance by name, but not other employees of the Customer (see above section C. 3. b. of these CADFEM GTC).

As far as CADFEM provides eLearning content and training material on the CADFEM learning platform, the Customer receives a non-exclusive, non-transferable and time-limited right for online use limited to the participants defined in advance by name. The Customer is not entitled to pass on the access data to the CADFEM learning platform to persons other than the participants defined by name.

The production of recordings (image/sound) of training events, in particular of courses offered online, is not permitted.

The hardware and software provided to the Customer by CADFEM on loan serves only learning purposes within the framework of the training event. The hardware provided for teaching purposes during the event is to be treated with care. Customers are not entitled to install their own software on CADFEM computers or to copy software provided by CADFEM.

f) Learning subscription products

The learning subscription products are a Subscription-offer of CADFEM Germany GmbH, CADFEM (Austria) GmbH, CADFEM Ireland Ltd., CADFEM (Suisse) AG and CADFEM UK CAE Ltd. The subscription entitles the users registered in the subscription-package (contingent) during its term to participate in the subscription-included training offers provided by the aforementioned companies under the conditions stated in this section C. 3. of these CADFEM GTC.

The flat rate entitles the users registered in the flat rate package (contingent) to participate in the flat rate-included training courses offered by the aforementioned companies during the term under the conditions specified in this section C. 3. of these CADFEM GTC.

Included in the learning subscription are - depending on the subscription-product booked - the eLearning courses and open trainings, which are offered to the registered user in his personal CADFEM customer account with crossed-out subscription prices. The booking of several overlapping courses by the same user is excluded.

Insofar as the learning subscription product booked includes access to the ANSYS Learning Hub subscription the General Terms and Conditions and the Privacy Policy of ANSYS, Inc. apply to its use. The Customer shall name the users authorized to use the offer as part of the order process. In addition, the Customer shall name a coordinator who may name additional authorized users within the quota.

The term of the learning subscription products is 12 months and begins upon receipt of the order or on the date specified by the Customer during the ordering process. The term of the subscription refers uniformly to the entire contingent. Subsequently named users can therefore only use the subscription for a correspondingly shorter period.

Registered users can see and book all flat rate eligible products in their personal CADFEM customer account at www.cadfem.net/training-shop. The use of the offer therefore requires the registration of the users for the CADFEM customer account, see section D. 1. of these CADFEM GTC.

In deviation from section C. 3 a) aa) of these CADFEM GTC, registered users are entitled to cancel their booked participation in open trainings free of charge up to 7 calendar days prior to the start of the course and up to four

times at shorter notice. For each further cancellation, a flat processing fee of 15% of the regular course fee is owed. The same applies to any non-participation in open trainings without prior cancellation.

CADFEM reserves the right to activate the learning subscription products only after receipt of payment.

4. Consulting (in particular order calculation, software development and material modeling)

The type and scope of the consulting services to be provided by CADFEM as well as the consideration owed by the Customer are primarily based on the contractual agreements. As a rule, these result from an order which refers to an offer of CADFEM and, in addition, from these CADFEM GTC.

a) Order calculations

Unless otherwise contractually agreed, the specifications provided by the Customer for the calculation will not be checked by CADFEM. If the Customer's specifications are recognizably incorrect for CADFEM even without a separate check, the Customer will be notified of this.

Calculation services are provided to the best of our knowledge and belief and in accordance with the recognized rules of engineering practice using state-of-the-art computer programs. As a rule, the calculation is based on a numerical simulation. The models created for this purpose inevitably and even with the application of all due care customary in the industry never fully correspond to reality. This can lead to discrepancies between the calculation results obtained in this way and the actual properties of the objects under investigation. Therefore, the work results produced by CADFEM must always be validated by the Customer by means of suitable methods with regard to the requirements of the investigated object.

The calculation services also do not replace a proper and comprehensive inspection of the manufactured products prior to their use for their suitability for the intended use.

The Customer bears the risk for the technical and economic usability of the calculation services to be provided by CADFEM. Thus, CADFEM does not assume the responsibility for the realization possibility regarding the production of the investigated objects or for the achievement of other goals of the Customer.

If CADFEM also delivers scripts, macros or other software modules to the Customer in the course of providing calculation services, the provisions of section C. 4. b) of these CADFEM GTC apply. With regard to the rights of use (cf. Section C. 4.d) ee), the provisions applicable to software developments shall apply accordingly with regard to the aforementioned services.

b) Software development

Software development can consist of new development, further development or adaptation of software.

Unless expressly agreed otherwise, CADFEM does not owe executable software with the scope of functions requested by the Customer, but only the effort to do so. However, CADFEM will only accept development orders to the extent that, taking into account its knowledge and experience, it can be assumed that the Customer's wishes can be realized. If during the development of the software CADFEM comes to the conclusion that this will not be possible, CADFEM will inform the Customer about this, see section C. 4. d) bb) of these CADFEM GTC.

The software as well as - if contractually agreed - the associated documentation and installation description shall be developed in accordance with the contractually agreed requirements.

The software and, if applicable, the documentation will, at the option of CADFEM, either be delivered on a data carrier or made available for download on an FTP server.

The following shall only be included in the scope of services if this has been contractually agreed:

- Installation of the software on the Customer's hardware,
- Briefing of the Customer,
- Transfer of the source code of the developed software,
- Provision of documentation on the source code of the developed software.

As far as the transfer of a documentation to the source code of the developed software is agreed, this can be delivered by CADFEM (as comment lines) in the source code itself.

c) Material modeling

Unless otherwise contractually agreed, the materials and data provided by the Customer for modeling will not be checked by CADFEM. If the specifications of the Customer are recognizably faulty for CADFEM even without a separate check, CADFEM will point this out to the Customer.

The contractual modeling services shall be provided to the best of our knowledge and belief and in accordance with the recognized rules of engineering practice, using suitable state-of-the-art measuring equipment and

computer programs. The modeling of material properties is usually based on a measurement of suitable parameters of a material and subsequent creation of a model. The models created never fully match reality, even with the application of all the care customary in the industry. This can lead to discrepancies between the material properties determined in this way and the actual properties of the materials under investigation. For this reason, the models created are usually validated by CADFEM using suitable methods with regard to the requirements of the object under investigation.

CADFEM's modeling services are not a substitute for a proper and comprehensive review of the manufactured materials for their suitability for their intended use prior to their use.

Unless otherwise specifically agreed in a particular case, CADFEM does not assume responsibility for the possibility of realization in the manufacture of objects with the investigated materials or for the achievement of other goals of the Customer,

The Customer bears the risk for the technical and economic usability of the modeling services to be provided by CADFEM.

If CADFEM also delivers scripts, macros or other software modules to the Customer in the course of providing modeling services, the provisions of section C. 4. b) of these CADFEM GTC apply. With regard to the rights of use (cf. Section C. 4.d) ee), the provisions applicable to software developments shall apply accordingly with regard to the aforementioned services.

d) General Conditions for Consulting

aa) Service provision/performance deadlines/partial services

Unless otherwise contractually agreed, CADFEM is free in the provision of the contractually agreed services with regard to the content and timing.

Contractually agreed completion deadlines shall be extended appropriately if the Customer fails to provide the cooperation and materials required for the performance of the service at the agreed time, in the required quality and quantity, or within a reasonable period despite being requested to do so.

Partial performance is permissible insofar as it is reasonable for the Customer.

bb) Subsequent changes in performance

If the Customer has change requests with regard to the agreed service, these shall only be taken into account within the framework of a mutually agreed change to the existing agreements. The same shall apply if it becomes apparent after conclusion of the contract that the service cannot be provided as agreed in accordance with the Customer's specifications.

CADFEM will agree to a corresponding change in the contract for an appropriate additional fee if the change in performance is feasible and reasonable under the circumstances. The following procedure applies in this regard: After receipt of a written request for change, CADFEM will submit to the Customer in writing an offer for the contract adjustment, taking into account the effects of the change on the agreed schedule and on the remuneration. In doing so, CADFEM will base its offer on the anticipated change in the time required compared to the originally agreed service. The content of this offer shall only become part of the contract upon receipt by CADFEM of a written order from the Customer and shall amend and/or supplement the contract in particular with regard to the content of the service, the time schedule and the remuneration.

cc) Duty of the Customer to cooperate

The Customer is obligated to provide CADFEM with all cooperation and materials required for the execution of the contract immediately after the order has been placed. In addition, the Customer will provide all necessary and appropriate information, documents and materials requested by CADFEM for the execution of the contract.

The Customer is obliged to inform CADFEM already during the execution of the contract about problems and difficulties recognizable for him.

dd) Notice of defects and acceptance

If CADFEM is to produce a work result specified in the contract (especially in the case of order calculation and material modeling), the Customer is obliged to carefully inspect the delivered work result within two weeks of receipt and to notify CADFEM of any defects.

The Customer is obliged to accept the service two weeks after its receipt or provision. Acceptance cannot be refused due to insignificant defects.

Acceptance shall be deemed to have occurred if the Customer does not accept the service within the aforementioned period, although he is obliged to do so.

ee) Rights of use

CADFEM grants the Customer a non-exclusive right to use the respective agreed work results (calculation results, calculation reports, models, software, etc.) to the extent necessary to achieve the purpose of the contract. As far as it is not necessary to achieve the purpose of the contract,

- the Customer does not receive any exclusive right of use to the work results and
- the Customer is not entitled to rent, lend or sell the work results to third parties or to grant third parties any other rights of use.

CADFEM is and remains entitled to use the know-how used or gained in the course of the execution of a contract without any restrictions, also for third parties, and to process identical or similar orders with it. However, CADFEM is not entitled to provide or disclose concrete calculation results and- reports, or models to another Customer for use. The contractual confidentiality obligation - see section B. 8. of these CADFEM GTC - remains unaffected.

In the case of contract calculations and modeling services - but not in the case of software development - CADFEM also grants the Customer an exclusive, transferable right of use to the specific work results (calculation results - and reports or models) with the proviso that CADFEM and its other Customers are not thereby prevented from performing calculations or creating models in the same area.

In the case of software developments, the Customer shall only receive a simple, non-transferable right of use to the source code if and insofar as this is expressly stipulated in the contract. In this case, the Customer is entitled to have the source code used by his employees and by third parties commissioned by him, but only for the purposes of the Customer, whereby the employees and commissioned third parties must be obligated by the Customer in writing to maintain the confidentiality of the source code beforehand. The Customer shall be liable to CADFEM for any violation of the confidentiality obligations or the rights of use by employees or commissioned third parties as for his own violations. The Customer is only permitted to edit, redesign, translate the software or to produce his own software dependent on it if the subject matter of the contract also includes the granting of a right of use to the source code. CADFEM does not owe the right to use any application software that may be required to use the developed software solely on the basis of the software development contract. The licensing of application software is usually carried out within the framework of a separate contract.

The granting of rights of use is subject to the condition precedent of full payment of the contractually agreed remuneration to CADFEM. Upon acceptance or delivery, the Customer receives a provisional right of use. However, if the full payment of the contractual remuneration is not made within a period of 30 calendar days after the due date of the final payment, the provisional right of use expires and the Customer may not continue to use the work results until full payment is made.

CADFEM or its licensors remain the unrestricted owner of all copyrights and exploitation rights and all other industrial property rights to the services provided by CADFEM. In particular, CADFEM or its licensors also remain the owner of all industrial property rights to services provided to the Customer (software developments, calculation results, etc.) as well as the owner of the rights to and on all inventions created in the course of the execution of the contract.

ff) Termination

Contracts for consulting services may be cancelled by the Customer at any time until completion of the service. In this case CADFEM is entitled to the agreed remuneration, however CADFEM has to take into account what it saves in costs as a result of the cancellation of the contract or what it acquires or maliciously refrains from acquiring through other use of its business. The same applies insofar as a certain amount of time (fixed time quota) or a contractually fixed duration for the performance of the service has been agreed.

The right to terminate for cause remains unaffected.

5. Delivery of goods, (IT hardware and standard software)

This section C. 5 of these CADFEM GTC applies, in addition to their sections A. and B., to the delivery of goods - in particular computer hardware, standard software and accessories - and to the services associated with the delivery of these goods (including sales advice, installation, configuration and support). This section does not apply to the brokerage of software of ANSYS, Inc. or its group companies, see section A. 3. a) aa) of these CADFEM GTC and not to the brokerage of the software products mentioned in section A. 3. a) bb) of these CADFEM GTC.

The type and scope of the services to be provided by CADFEM as well as the consideration owed by the Customer are based on the contractual agreements, i.e. as a rule on an order placed by the Customer based on an offer by CADFEM.

Partial performance is permissible insofar as it is reasonable for the Customer.

a) Hardware and other goods

- aa) The Customer shall notify us in writing of any visible material defects without undue delay, but no later than 15 days after receipt of the goods. Other material defects shall be notified by the Customer in writing immediately after discovery. The Customer shall give notice of transport damage within the time limits applicable to the respective transport contract.
- bb) Claims for material defects shall be excluded if notice of defects is not given in due time.

b) Standard software

- aa) Software will be provided to the Customer, at the option of CADFEM, pre-installed on a data carrier or on hardware-internal storage devices or for downloading from the Internet. The software documentation will be handed over to the Customer at the discretion of CADFEM as a printed product or in the same manner as the software.
- bb) The Customer shall have the non-exclusive right to use the software in unmodified form on the hardware specified in the contractual documents. However, the software with the same software serial number may only be stored on one system unit. The software may only be used for the purpose intended in the software documentation.
- cc) In the case of delivery of software from third party manufacturers, their special license conditions shall apply in addition.
- dd) The Customer may make a backup copy of any software and documentation, copying alphanumeric identifiers, copyright notices and trademarks unchanged. When making a backup copy, Customer shall keep records of the whereabouts of the copy, which CADFEM may inspect upon request. Any duplication of the software and/or documentation beyond the making of a backup copy is not permitted.
- ee) The Customer is not entitled to modify, translate or otherwise process the software. This shall also apply mutatis mutandis to the software documentation. Reverse engineering, disassembly and decompilation of the software are not permitted except in cases permitted by law.
- ff) All industrial property rights and copyrights remain reserved to the respective owner.
- gg) The above provisions shall apply mutatis mutandis to the use of updates and corrections or change versions.

6. IT Services

This section C. 6 of these CADFEM GTC applies, in addition to their sections A. and B., to the provision of extended support for IT systems under contracts for IT service hourly quotas (SSK), IT service level agreements (SLA) or contracts for IT service installation services (InstDL) - (SSK, SLA and InstDL hereinafter referred to as "IT Services").

The service content of the individual IT service types is described in more detail below. In all other respects, the type and scope of the service to be provided by CADFEM as well as the consideration owed by the Customer shall be governed primarily by the contractual agreements.

Answering Ansys-specific application questions is not part of the scope of services. It is provided by CADFEM exclusively within the framework of the maintenance contracts concluded by Customers with Ansys, Inc. insofar as CADFEM has been commissioned by Ansys, Inc. to fulfill the corresponding obligations. Please refer to sections A. 3. aa) and C. 1. of these CADFEM GTC.

CADFEM also offers the provision of IT services as a Remote Access Service (RAS) and provides the TeamViewer software as an access tool for this purpose. Customers using the RAS must grant CADFEM remote access to the Customer's IT including the possibility of control with mouse and keyboard. If CADFEM gains access to personal data through this, the Customer must inform CADFEM of this in advance. In this case, the use of the RAS requires the conclusion of a data processing agreement according to Art. 28 GDPR.

a) IT service hour quota (SSK)

Within the framework of contracts for IT service hourly quotas (SSK), CADFEM provides various services for calculation systems. These include software installations (e.g., the installation of new Ansys versions), configuration services (e.g., the setup of the Ansys Remote Solve Manager), and system-specific services (e.g., the installation of operating systems or drivers).

Service requests are received and processed by phone, mail or via MS Teams / WebEx or Remote Access Service (RAS).

The hourly quota agreed in the SSK is valid for the calculation systems specified in the SSK. The service is provided for the operating systems Windows and Linux and in this respect for the versions that correspond to the respective current specifications of the manufacturers of the application software used by the Customer.

The hourly quota is valid for one year from the conclusion of the contract. The hourly quota is billed in intervals rounded up to 15 minutes. Hours not used at the end of the SSK will be forfeited.

b) IT Service Level Agreement (SLA)

The purpose of IT Service Level Agreements (SLA) is to ensure high system availability of the computing system specified in the SLA through measures agreed in the SLA. These include, for example, support and service times, acceptance of support calls, fault classification, on-site and remote access service (RAS), service request to the HW manufacturer, maintenance work on operating systems and application software.

The scope, requirements and type of service provision are regulated in the SLA.

The SLA may be amended (e.g. location, equipment, functionality) during the term of the contract by means of separate supplementary agreements between the parties (if necessary with appropriate adjustment of the contractual remuneration).

The SLA is valid for one year from the conclusion of the contract.

c) IT service Installation service (InstDL)

Within the scope of contracts for IT service installation services (InstDL) CADFEM installs calculation systems on Customer IT supplied or available by CADFEM at a fixed price. The scope of services agreed in the InstDL usually includes the installation and configuration of the operating system and the installation of the application software. Possible service content is also the cluster configuration according to individual service description.

Additional services requested by the Customer after conclusion of the contract will be provided by CADFEM as far as possible and will be charged separately according to the additional effort.

D. Online offers

CADFEM Group companies share the web service www.cadfem.net.

The use of the freely accessible parts of this web service is subject to the "General Terms of Use for the Web Service www.cadfem.net", which can be viewed at <https://www.cadfem.net/de/de/nutzungsbedingungen>.

Part of the web service www.cadfem.net are webshops operated by the companies of the CADFEM Group, through which Customers can initiate and conclude contracts for paid offers. Prerequisite for the use of these webshops is the registration of the Customer for the CADFEM customer account "myAccount" (referred to as "myAccount" in these CADFEM GTC).

For the registration and use of the myAccount and the initiation and conclusion of contracts using the webshops, the conditions of the following section D. 1. of these CADFEM GTC apply in addition to the General Terms of Use for the web service www.cadfem.net.

CADFEM also offers free online training services (e.g. webinars) that require registration. For this registration, the conditions of the following section D. 2. of these CADFEM GTC apply in addition to the General Terms of Use for the web service www.cadfem.net.

1. CADFEM customer account "myAccount"

a) Registration

The registration for the CADFEM customer account "myAccount" is a prerequisite for the use of the CADFEM webshops.

To register for myAccount, the Customer selects the "My Account" link on www.cadfem.net and chooses the "Register" link on the menu selection that then opens.

The Customer has to fill in the form that opens, choose a password and agree to the CADFEM terms and conditions. Then the Customer has to click on the link "Create account".

Subsequently, CADFEM will immediately confirm to the Customer electronically the receipt of the Customer's registration request.

CADFEM then checks whether the registering Customer is an entrepreneur and whether the establishment of a contractual relationship with him is unobjectionable with regard to export control regulations.

After positive results of the tests CADFEM sends a registration link to the Customer electronically.

As soon as the Customer confirms receipt of the registration link and thus his e-mail address, he is registered for myAccount (double opt-in).

The Customer can now log in to the customer account myAccount on www.cadfem.net by selecting the links "My account" and "Log in to the store", entering the email address he/she named during registration and the password he/she chose himself/herself in the process, and use the webshop.

b) Order process

Customers registered and logged in for myAccount have the possibility to select and order products and services in the webshop.

The presentation of the products and services in the web store does not constitute a legally binding offer by CADFEM, but its invitation to the Customer to submit an offer. If the Customer wishes to make such an offer, he can place the desired product or service in the shopping cart without obligation by clicking on the "Add to Cart" button or obtain a quote for the product by clicking on the "Request for Quote" button.

Products and services in the shopping cart can be viewed at any time by clicking on the shopping cart icon in the web store and can also be removed from the shopping cart there.

If the Customer wishes to make a binding offer for products in the shopping cart, he must first click on the "Checkout" button. The shipping address and the order overview are then displayed. If the "Continue" button is clicked, the payment method, the billing address, the delivery address, the shipping method, and the Customer's address are displayed. In addition, the order overview is displayed, where the entries can be checked again.

By clicking the button "Buy now", the Customer makes a binding offer to purchase the products or services in the shopping cart. However, the offer can only be made if

- by clicking the box above the "Buy Now" button, it is confirmed to have read these CADFEM GTC and to agree to them - and
- by checking the box above the "Buy Now" button, confirming not to be a national or permanent resident of a U.S. embargoed country or an arms embargoed country as defined in Article 4(2) of Regulation (EC) No 428/2009.

As a result of the inclusion of these CADFEM GTC in the contracts initiated and concluded between Customers and CADFEM in the course of the use of the CADFEM customer account "myAccount", sections A. to C. of these CADFEM GTC apply to these contracts.

The contract text of the order data is stored on the internal system of CADFEM. Immediately after sending the order, CADFEM will send an e-mail to the address provided by the Customer confirming the receipt of the order and containing the order data. CADFEM GTC can be viewed and printed at any time on the web service pages www.cadfem.net.

The order confirmation is also sent by e-mail. Upon receipt of the order confirmation email, the contract is concluded. The order confirmation email is sent after the verification process is completed.

The web store allows the Customer to recognize and correct input errors before placing an order. Before completing the order, it is possible to correct the entries at any time.

To cancel the order it is enough to close the browser window or go to another page of the web store.

Despite the greatest possible care, incorrect prices may be indicated for products and services. Also prices may have changed and not yet been updated. Before the order confirmation email is sent, the price will be checked again by CADFEM. If a product has been advertised with an incorrect price, the Customer will be contacted by CADFEM and it will be clarified if the Customer still wants to order the product or if the order should be cancelled.

CADFEM automatically grants discounts to certain Customer groups (especially universities). Before the order confirmation email is sent to discount claiming Customers, the discount eligibility of the Customer is checked by CADFEM in the specific individual case. If CADFEM is of the opinion that the Customer is not eligible for a discount, the Customer will be contacted by CADFEM and it will be clarified if the Customer still wants to order the product or if the order should be cancelled.

Completed orders can be viewed by the Customer in myAccount.

The languages available for the conclusion of the contract are generally German and English. In the web stores of CADFEM France SAS and CADFEM (Suisse) AG, French is also available.

c) Duties of the Customer

The Customer is obliged to provide only his own and accurate data in the course of the registration process. In the event that this information changes (including loss of entrepreneurial status), the Customer is obligated to

immediately correct the data in his profile. If the Customer provides incorrect information during the registration process or fails to correct the information at a later stage, CADFEM is entitled to exclude the Customer from further use of myAccount and thus the webshop.

myAccount may only be used by the registered Customer. Personal access data (such as user ID and password) may not be disclosed to third parties and must be kept protected from access by third parties. If there is reason to suspect that third parties have gained knowledge of the access data, the Customer must report this knowledge immediately.

The Customer is obliged to log out properly after visiting the webshop, i.e. by clicking the "Logout" button. The Customer is liable for any misuse resulting from unauthorized use of the access data.

CADFEM has the right at any time to exclude the Customer from further use of the myAccount in case of violation of the General Terms of Use of the web service, which can be viewed at <https://www.cadfem.net/de/de/nutzungsbedingungen> and/or these CADFEM GTC and/or misuse of the user account. In this case CADFEM is entitled to block and/or delete the myAccount of the Customer temporarily or permanently.

d) Duties of CADFEM

CADFEM provides myAccount to the Customer and thereby enables him to take advantage of the offers made in the web store. The service of CADFEM includes the administration of the user data and the enabling of the initiation and the conclusion of contracts desired by the Customer regarding the offers in the web store.

e) Costs

The use of the myAccount is free of charge.

myAccount enables contracts for paid services to be initiated and concluded. Any resulting costs will be communicated in accordance with the legal requirements before the Customer can contractually bind himself in this respect.

The use of the webshop with full functionality requires a functioning and continuously existing internet connection with sufficient bandwidth as well as the presence of a web browser. The provision and maintenance of the functionality of the Internet connection and the web browser is the responsibility of the Customer.

f) Termination, change

CADFEM and the Customer may terminate the use of myAccount at any time without notice.

The Customer also has the right to request the deletion of the myAccount at any time.

CADFEM reserves the right to amend this section D. 1. of these CADFEM GTC in a manner that is reasonable for the Customer and only with effect for the future, insofar as this is necessary to adapt to changes in the legal or technical framework conditions or to expand or supplement the scope of services.

2. Free online trainings offers

a) Registration

The use of certain free training offers provided by CADFEM's online services requires prior registration of the Customer.

b) Provider/Contractor

Unless otherwise stated, the contractual partner of the Customer is the CADFEM Group company providing the respective offer.

c) Duties of CADFEM

CADFEM enables the Customer to register in order to use the free content. The service of CADFEM includes the provision of the free content and the administration of the Customer data. The processing of the Customer data is solely for the purpose of enabling the provision of the free service of CADFEM. The duration of the provision of the free content is at the discretion of CADFEM.

d) Duties of the Customer

The Customer is obliged to provide only own and applicable data in the course of registration. CADFEM checks whether the provision of the content is harmless with regard to export control regulations. Customers are therefore obliged to provide truthful information in the course of registration.

e) Registration process and error correction

The registration process is as follows:

Calling the link registration, which is identified in connection with the free content.

Filling out the registration form and submitting it.

The successful submission of the registration form will be confirmed by CADFEM online via a confirmation page. At the same time CADFEM sends an e-mail containing a confirmation link to the e-mail address provided by the registering Customer.

The user clicks on the confirmation link in the e-mail sent by CADFEM and thereby confirms his wish to register (double opt-in).

An agreement on the free use of the contents for which the Customer has registered is only concluded when CADFEM confirms this with another e-mail. This e-mail will be sent immediately after checking the registration.

The web service allows the Customer to identify and correct input errors before submitting the registration.

To cancel the registration it is enough to close the browser window or go to another page of the web service.

The languages available for registration are English and German. French is also available on the web services of CADFEM France SAS and CADFEM (Suisse) AG.

f) Costs

Registration and use of the content provided after registration is free of charge. However, the use of the content requires technical facilities for which the Customer may incur costs (IT, Internet connection, etc.).