

I. GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT OF FLASH SERVICES BELGIUM N.V., WITH ITS PLACE OF BUSINESS AT INGBERTHOEVEWEG 3D, 2630 AARTSELAAR, BELGIUM

Article 1. Definitions and Applicability

1.1 These General Terms and Conditions of Delivery and Payment (hereinafter referred to as the 'General Terms and Conditions') apply to all offers and/or agreements between Flash Services Belgium NV (Register of Legal Entities (RPR) Antwerp, Antwerp section, CBE 0473.166.592, with its official place of business at Ingberthoeveweg 3d, 2630 Aartselaar (Belgium), contact@flash-pmn.com), hereinafter referred to as: '*Flash*', and any interested party, Buyer, Lessee and/or Client and/or Other Party (the recipient of services and after-sales service), hereinafter referred to as the '*Other Party*'.

1.2 Flash shall not be bound by any additional and/or contrary (general or other) terms and conditions set by the Other Party unless Flash has expressly accepted these Terms and Conditions in advance and in writing. Any additional and/or contrary terms and conditions will apply between the parties only if the parties have agreed on these contrary terms in writing.

1.3 The present General Terms and Conditions shall always prevail over any terms to the contrary included in a written agreement between the parties, unless the parties in the written agreement expressly agree to derogate from the present conditions.

Article 2. Offers

2.1 Offers are made without any obligation, unless stated otherwise in writing.

2.2 Flash can in no way guarantee that the goods concerned will be available at all times, as it is dependent on third parties (suppliers and/or service providers) for this. Without prejudice to Article 10 of these General Terms and Conditions, Flash shall in no event be liable for any unavailability or shortage of the goods in question, or for any damage of any kind resulting from such unavailability or shortage of the goods in question.

2.3 All offers are made on the assumption that the products ordered by the Other Party are solely for professional use.

2.4 Agreements are validly concluded upon written confirmation of the contract/order by Flash or at such time that Flash commences the performance of the contract/order.

2.5 Flash has the right to change the price, delivery time, other characteristics of the goods or the contract conditions, if it is dependent on its suppliers and/or service providers for this and they make changes to their conditions (including delivery times and/or price), or as a result of changes in the raw materials, or because of changes in the law, or due to changed market conditions, without prejudice to the provisions regarding force majeure (Article 11 of these General Terms and Conditions).

Article 3. Delivery

3.1 Unless otherwise agreed, delivery will be *Ex Works*. Unless stated otherwise in writing, the ownership and risks shall pass from Flash to the Other Party at the time of delivery.

3.2 The Other Party is obliged to take possession of the purchased items at the time of delivery or at such time as they are made available to the Other Party under the agreement. If the Other Party refuses the delivery or fails to provide information or instructions required for the delivery, the items will be stored at the expense and risk of the Other Party. In that case, the Other Party shall pay all additional costs to Flash, including but not limited to storage costs.

Article 4. Delivery Time and Conditions

4.1 Proposed delivery times are not binding deadlines and are merely an indication, unless explicitly agreed otherwise in writing.

4.2 Any agreed delivery times commence at the time Flash receives from the client all necessary data to perform the agreed services. Flash has the right to change any agreed delivery time or other characteristics of the goods, if it is dependent on its suppliers and/or service providers for this and they make changes to their conditions (including delivery times and/or price), or as a result of changes in the raw materials, or because of changes in the law, or due to changed market conditions, without prejudice to the provisions regarding force majeure (Article 11 of these General Terms and Conditions).

Without prejudice to the provisions regarding force majeure in these General Terms and Conditions (article 11), a shortage of the goods concerned, or their unavailability, whether due to a general shortage or any other reason of force majeure, also gives Flash the right, unilaterally but without being obligated to do so, to divide the products sold that are in stock and available but insufficient to deliver in full to the Other Party and all the other parties that have purchased the same products. This does not constitute a breach of contract by Flash, and Flash shall not owe the Other Party any compensation of any kind in such a case, nor shall it be responsible for any damage the Other Party may incur as a result of such a distribution. This distribution is made at Flash's discretion first to the oldest order or *pro rata* to each party's share of the total number of goods sold that are in stock and applies for as long as the situation lasts. As long as the shortfall lasts, further distribution shall take place in accordance with the above, each time Flash receives a new delivery of the particular goods sold, until the delivery obligation towards the Other Party has been met.

The above does not prevent Flash's delivery and other obligations from being suspended, as provided for in Article 11.3 of these General Terms and Conditions.

4.3 If the parties have agreed binding delivery times in writing and Flash at any time fails to perform in full or in time, unless this is due to force majeure, the Other Party must give Flash written notice of default. Flash is entitled to execute the agreed performance in full within 14 days of receiving this notice of default without the Other Party being entitled to any compensation. Among other things, there is force majeure if a manufacturer fails to deliver goods to Flash in time and in full (cf. Article 11 of these General Terms and Conditions). No compensation whatsoever is due in the event of force majeure.

4.4 Flash is at all times entitled to suspend its performance until the Other Party has performed all of its obligations towards Flash, including in any case the provision of the required data, information and/or resources.

Article 5. Duration and Termination of the Agreement

5.1 Upon expiry of the term of the agreement, agreements with a term of 12 months or longer shall be deemed to have been renewed for an indefinite period under the same conditions unless the Other Party has notified Flash in writing no later than 3 (three) months before expiry of this agreement that it does not wish to renew the agreement.

Agreements thus renewed for an indefinite period may be terminated by either party after renewal, subject to a reasonable notice period, to be agreed upon at that time by both parties.

Notice of termination must always be given in writing.

5.2 Contrary to paragraph 1 of this article, agreements with a term of less than 12 months and/or agreements related to a specific and well-defined contract/order end by operation of law when this agreed term expires and/or when the contract/order has been fully performed by Flash and paid by the Other Party.

5.3 In the event of early termination or dissolution by the Other Party of a fixed-term agreement, Flash shall be entitled to compensation equal to the foreseen payment for the remaining term of the contract, without prejudice to the compensation for the performance already delivered and/or amounts already due.

5.4 Agreements for an indefinite period may always be terminated, subject to a reasonable notice period, to be agreed upon at the time of termination by both parties.

5.5 Without prejudice to the previous paragraphs of this article and without prejudice to the provisions of the agreement, either party retains the right to terminate the existing agreement in full or in part without observance of any notice period in the event that:

- One of the parties, after being given due notice of default, fails to correctly and completely fulfil its obligations under the agreement and these General Terms and Conditions within 14 days,
- One of the parties has been declared bankrupt, a petition for bankruptcy has been filed, or judicial reorganisation proceedings have been initiated or requested,
- One of the parties has opened liquidation proceedings or has been dissolved.

In such cases, all claims Flash may have on the Other Party shall become immediately due and payable.

5.6 Any claims Flash may have on the Other Party are also immediately due and payable in the following cases:

- If after the conclusion of the agreement Flash learns of circumstances that give good grounds for concern that the Other Party may not be able to meet its obligations,
- If the Other Party fails to provide Flash with the security requested on concluding the agreement, or this security is insufficient.

5.7 In the event of the situations described in articles 5.5 and 5.6, Flash is also entitled to suspend further performance of the agreement or to dissolve the agreement, without prejudice to Flash's right to claim compensation.

Article 6. Warranty

6.1 Based on the manufacturer's warranty given to Flash, Flash provides the Other Party with a warranty that the items delivered under a purchase agreement are free of design, material, and manufacturing defects, for a period of 12 (twelve) months after delivery.

6.2 If any item shows a design, material, or manufacturing defect, the Other Party has the right to have the product repaired. If repair proves to be objectionable, Flash may choose to replace the faulty product. The Other Party is only entitled to a replacement if the item cannot be repaired.

6.3 Flash is liable for damage or loss caused by defects only if this is the case under the provisions of Article 10 (Liability). Under no circumstances can Flash be held responsible for hidden defects of which it was not aware (Article 1643 of the Belgian Civil Code).

6.4 The warranty does not apply if the damage or loss is due to improper use by the Other Party in the broadest sense of the word.

Article 7. Retention of Title

7.1 Contrary to Article 1583 of the (old) Belgian Civil Code, the parties explicitly agree that ownership of the delivered goods and the goods used for the services rendered – even if these goods were altered or incorporated – shall be transferred only after payment in full of the agreed price, which includes the principal sum and any payable interests and additional costs or fees. If necessary, the Other Party undertakes to inform third parties about this retention of title by Flash.

7.2 If the Other Party fails to meet its obligations, or reasonable doubt exists that it will fail, Flash shall be entitled to remove or request the removal of all delivered items on which the retention of title referred to in paragraph 1 rests, from the Other Party or any third party holding these items for the Other Party. The Other Party is obliged to cooperate with this, subject to a penalty of 10% of the amount due per day.

7.3 If any third party wishes to establish or exercise any right on the items delivered under retention of title, the Other Party is obliged to notify Flash of this as soon as may reasonably be expected.

7.4 The Other Party undertakes to:

- Insure and keep insured the items rented and/or delivered under retention of title against damages caused by fire, explosion and water, and against theft, and to make the insurance policy available for inspection by Flash, unless agreed otherwise,
- Mark the items delivered under retention of title as the property of Flash.

Article 8. Defects and the Duty to Complain

8.1 The Other Party must inspect the purchased or rented items at the time of delivery (or have them inspected). The Other Party must check that the delivered items conform to the agreement, i.e.:

- That the right items have been delivered,
- That the delivered quantity conforms to the agreed performance,
- That the delivered items meet the agreed quality requirements, or, if none were stipulated:
- The standards reasonably expected for normal use and/or commercial purposes.

8.2 The Other Party must notify Flash in writing of any complaint within 5 days of delivery. Complaints may be filed via the email address contact@flash-pmn.com.

8.3 Flash is not obliged to indemnify the Other Party against hidden defects of goods sold and/or services provided of which it was not aware (Article 1643 of the Belgian Civil Code).

8.4 Items may be returned to Flash only after prior written consent.

Article 9. Prices and Payments

9.1 Prices are based on the performance set out in the agreement between Flash and the Other Party. Any additional or special performance shall be calculated separately.

9.2 All prices are based on the current rates and cost price factors applicable at the time of conclusion of the agreement and, unless otherwise agreed in writing, are exclusive of VAT.

9.3 Flash has the right to adjust the agreed prices if government measures are implemented, if legislative changes take place that result in price or cost increases, if prices for raw materials increase or if Flash's suppliers and/or service providers adjust their prices or conditions. Flash shall notify the Other Party of this immediately and in writing.

9.4 Invoices must be paid within thirty days of delivery unless otherwise agreed. Payments must be made in full to BNP Paribas Fortis Bank into the account with IBAN number **BE97 2930 0764 3049**, BIC: GEBABEBB, of Flash Services Belgium NV, in Aartselaar (Belgium), Ingberthoeveweg 3d.

9.5 By operation of law and without any notice of default being required, a late payment interest of 1% per month shall be added to any amount that has not been paid on the due date. Each month started shall count as a whole month. Furthermore, the Other Party shall be charged with all reasonable costs incurred to collect these outstanding amounts, which shall amount to at least a flat-rate compensation of 10% of the outstanding amount with a minimum of 65 euros and without prejudice to Flash's right to claim additional compensation.

9.6 Payments made by the Other Party shall in the first instance serve to settle any interest and costs due and then to settle the oldest outstanding invoices, even if the Other Party states that the payment relates to an invoice of a later date.

9.7 In the event of a change in circumstances, the Other Party is obliged to consult with Flash on a reasonable adjustment of the prices and/or other conditions (e.g. delivery terms) for the performance described in the agreement with the Client/Other Party. This includes, but is not limited to those cases where the cost of raw materials / components of Flash's suppliers and service providers has increased significantly, i.e. by 5% or more, compared to the time of entering into the agreement.

Article 10. Liability

10.1 Any liability of Flash and its appointees under the agreement with the Other Party is excluded, with the exception of intentional acts or gross negligence on the part of Flash or non-performance of the essential obligations forming the object of the agreement, except in the event of force majeure. Any extra-contractual liability of Flash and its appointees is excluded, with the exception of intentional acts or gross negligence, without prejudice to the legal liability in the event of death or physical injury of the client that can be attributed to Flash, except in the event of force majeure.

Flash's liability for the performance delivered is limited at all times to the warranty as set out in article 6 (Warranty) of these Terms and Conditions.

10.2 If and insofar Flash is liable in any way, on whatever ground, this liability is at all times limited to the amount covered by the liability insurance of Flash. If and insofar there is no entitlement to payment under this liability insurance, the liability of Flash is at all times limited to the actual price paid by the Other Party for the item sold or services provided. Compensation for indirect (consequential) damage or loss of any kind is explicitly excluded.

10.3 Situations of force majeure, as set out below in Article 11, which cause damage or loss to the Other Party, can in no way affect the liability of Flash.

10.4 Flash cannot be held liable for any work resulting from inexpert and/or improper use of the delivered and/or rented equipment, or any third-party (including the employees of the Other Party) interventions to it.

10.5 Flash cannot be held liable for interruptions caused by theft of equipment and/or parts thereof, for errors in malfunctioning lines of communication that were not provided by Flash, for connections with or the use of products that are not covered by this agreement, for disruptions, fire and smoke damage, excessive amounts of dust, major fluctuations in the grid voltage, excessive humidity and water damage, lightning strike, wilful damage and vandalism, or external causes that exceed the specifications of the equipment.

10.6 The Other Party may commission Flash to carry out repair work should situations described in paragraphs 4 and 5 of this article occur. The costs for such work shall then be calculated additionally and separately based on the current rates.

Article 11. Force majeure

11.1 Situations of force majeure include circumstances that prevent performance of the agreement, and which cannot be attributed to Flash. Such circumstances, if and insofar they render performance of the agreement impossible or unreasonably difficult, include but are not limited to:

- Strikes at companies other than Flash
- Wildcat or political strikes at Flash
- A general lack of required materials and other items or services necessary for the performance of the agreement
- A shortage or unavailability of goods
- Stagnation at suppliers or other third parties on which Flash depends
- General transport issues
- Factory sit-ins
- Illness or accident of a supplier's employees
- Government measures
- Machinery defects
- Power cuts
- Failure of internet, data network or telecommunication systems
- Faults in communication lines not supplied by Flash
- Disturbances caused by theft
- A general lack of items or services required for the agreed performance
- Unforeseeable stagnation at suppliers or other third parties on which Flash and/or its supplier depend and/or non-delivery or incomplete or delayed delivery by Flash's supplier or by this supplier's provider
- War, the threat of war, riots, wilful damage, vandalism
- Lightning strike
- Fire, water damage, flooding
- Pandemic or epidemic, outbreaks of disease
- Acts of war
- Transport bans
- Trade or economic sanctions or any sanction of any kind taken by a local, national or international government, institution or legislator against a country or against a company
- Any of the aforementioned force majeure events affecting a supplier or service provider of Flash also constitutes force majeure for Flash.

11.2 Flash also has the right to invoke force majeure if the circumstances that inhibit (further or any) performance occur after Flash should have met its obligation to deliver.

11.3 Any delivery or other obligation of Flash shall be suspended for as long as the situation of force majeure continues. If the period during which a situation of force majeure prevents Flash from meeting its obligations continues for longer than one month, both parties are entitled to terminate the agreement without this giving rise to any obligation to pay compensation.

11.4 If Flash has already fulfilled part of its obligations or will only be able to perform part of its obligations at the time that the situation of force majeure occurs, Flash is entitled to invoice the delivered or deliverable part separately and the Other Party is obliged to pay this invoice as if it were a separate contract. However, this does not apply if the part already delivered or that remains deliverable has no independent value.

Article 12 Privacy

12.1 Flash has drawn up a Privacy Statement which describes how Flash complies with the applicable laws and regulations (such as the General Data Protection Regulation - GDPR). This policy, as well as any additions, amendments, and updates, has been published on www.flash-privatemobilenetworks.com/privacy-statement-disclaimer. A copy of this policy shall be sent to the Other Party free of charge and upon first request. The Privacy Statement applies to all relationships between Flash and the Other Party.

12.2 Flash and the Other Party shall each comply with these applicable privacy and data protection laws and regulations (such as the GDPR) and do whatever is or will be required to comply with these statutory requirements. To this end, each party may demand that the other cooperates in complying with these statutory requirements upon first request, whether or not following the instructions of the Data Protection Authority. Flash may require that the Other Party offers insight into the manner in which the Other Party complies with the laws and regulations (including the GDPR). Upon Flash's first request, the Other Party shall provide Flash with a copy of its relevant policy and how it is enforced.

12.3 If Flash has an obligation under the law or under other privacy regulations to comply with a legal duty (e.g. the duty to report data leaks), Flash shall comply with this legal duty and inform the Other Party thereof. If such an obligation exists for the Other Party, the Other Party shall notify Flash or provide Flash with the relevant information upon first demand.

Article 13. Changes to the Terms and Conditions

Flash has the right to amend these Terms and Conditions. These amendments become effective on the announced date of entry into force. Flash shall send a copy of the amended Terms and Conditions to the Other Party in advance. If no specific date of coming into force has been indicated, these amendments shall take effect for the Other Party 15 calendar days after notification of the amendment, provided the Other Party has not objected to it within that period.

Article 14. Nullity

If one or more provisions included in these Terms and Conditions prove to be void, invalid or inapplicable for any reason, the other provisions in these Terms and Conditions shall remain applicable. In the event of partial nullity, the parties shall fill any gaps in good faith. If any provision requires adjustment or restriction in order to meet a mandatory legal standard, this provision shall be amended to meet that standard.

Article 15. No Waiver of Rights

A continued failure to enforce a right under these General Terms and Conditions shall not be considered a waiver of that right, nor shall it extend or alter the rights of the Other Party in any way. If a right is waived with respect to a failure by the Other Party to meet one obligation under this agreement, this waiver may not be considered a waiver with respect to a subsequent failure to meet the same or another obligation.

Article 16. Applicable Law

These General Terms and Conditions and all agreements between Flash and the Other Party are subject to Belgian law.

Article 17. Dispute Resolution

Any disputes relating to the interpretation or performance of these General Terms and Conditions and/or the agreement between Flash and the Other Party will be settled exclusively by the competent courts in the district where Flash has its official place of business, unless Flash, acting as a claimant, chooses to bring the case before another competent court. The language of the courts for the settlement of any dispute will be Dutch.

II. ADDITIONAL TERMS AND CONDITIONS FOR THE RENTAL OF EQUIPMENT AND THE PROVISION OF SERVICES (SERVICE/SLA)

INTRODUCTION In addition to the General Terms and Conditions (Articles 1 to 17), the Additional Terms and Conditions set out below (Articles 18 to 27) apply in the event of equipment rental and/or the provision of services. These stipulations are expressly intended to supplement the conditions stipulated above.

Article 18. Performance of Work by Flash

18.1 Flash shall ensure, with due observance of the agreed provisions, that the rented equipment remains in good operating condition.

18.2 The Other Party shall take care of simple cleaning and maintenance work at its own expense and risk, as stated in the relevant user manuals or in the agreement between the Other Party and Flash.

18.3 The Other Party shall notify Flash immediately should any malfunctions and/or damage occur. Upon receipt of such a notification, Flash shall take the necessary measures to initiate the repair work in accordance with the agreed conditions.

18.4 Repair work shall be carried out at a mutually agreed date and time.

18.5 Flash has the right to hire third parties for the performance of this agreement.

Article 19. Obligations of the Other Party

19.1 The Other Party shall make the necessary equipment available at the dates and times requested by Flash for the purpose of the provision of the services and performance of the work.

19.2 The Other Party shall give Flash access to the equipment, as required for the provision of the services and performance of the work. The Other Party shall make the facilities available which Flash deems necessary, such as workspaces and materials/tools that do not belong to Flash's resources.

19.3 The Other Party shall make sure that the space in which the equipment is set up continues to meet the normal requirements for this equipment or the specifications and conditions set by Flash.

19.4 The Other Party shall ensure that Flash is provided in good time with all the necessary data and information as indicated by Flash, or of which the Other Party reasonably ought to understand that they are necessary to perform the work at hand. If Flash has not received such data and information in time, Flash has the right to suspend performance of the work and/or charge the Other Party at the usual rates for any additional costs arising from the delay.

Article 20. Rights of Ownership and Use

20.1 Flash is and remains the legal and beneficial owner of the rented items for the entire duration of the rental agreement. Flash shall also be considered the owner of the items in the context of the relevant tax legislation and regulations.

20.2 The rental agreement does not give the Other Party any claim to ownership of the rented items or any right to purchase the items, unless explicitly agreed otherwise.

20.3 The Other Party's right of use commences on the date of delivery of the rented items and ends on termination or (early) cancellation of the rental agreement or on expiry of the agreed (and/or renewed, tacitly or otherwise) rental period.

Article 21. Theft, Loss or Irreparable Damage

21.1 In the event of theft, loss or irreparable damage, the Other Party shall be obliged to compensate Flash for the new value of the stolen and/or missing items, unless explicitly agreed otherwise in writing in the individual agreement between the parties.

21.2 If and insofar as it is agreed in writing in the individual agreement between the parties that insurance in the form of a surcharge on the rent will be charged for this/these situation(s), the Other Party shall have the following additional rights:

- In the event of theft, loss or irreparable damage reported to the police, the Other Party is only obliged to compensate Flash for 50% of the new value of the stolen and/or missing objects if and insofar as the insurance company effectively intervenes. In the event of theft, the Other Party shall report the theft – and declare itself the injured party – and/or file a formal complaint about the theft and shall hand over a copy of the relevant report to Flash and/or its insurance company on demand. To the extent and insofar as permitted (by law or the competent authority), the Other Party shall keep Flash and/or Flash's insurance company informed of the course and/or outcome of any investigation and provide Flash and/or Flash's insurance company with a copy of this investigation. If necessary, the Other Party shall request the competent authority/persons for access to and copying of the (investigation) file.
- The costs of repairing rented objects that have repairable damage, whether or not caused by careless use, are for 50% at the expense of Flash and for 50% at the expense and risk of the Other Party (50%), if and insofar as the insurance effectively intervenes, unless otherwise agreed in writing in the individual agreement between Flash and the Other Party.

21.3 Should one of the situations set out in this article occur, Flash shall provide the Other Party with replacement goods for the entire duration of the rental period.

Article 22. Delivery and Weekends

22.1 Transport costs shall be charged for the delivery or collection of rented equipment. No call-out charges shall be charged for the delivery of replacement goods if the exchange is necessary because of damage not caused by the Other Party. The costs of postal dispatch shall be charged based on the current rates for insured transport.

22.2 The costs for weekend rentals are based on two (2) days; equipment shall be delivered on Friday and collected on Monday.

Article 23. Licenses

23.1 In the performance of the agreement and use of the items and/or services delivered by Flash, the Other Party shall ensure that it complies with the laws and regulations that apply to this performance and/or the use of the rented items, unless explicitly agreed otherwise. The Other Party shall ensure that the performance and use of the items comply and continue to comply with all applicable laws, local rules and/or regulations.

23.2 In this respect, the Other Party indemnifies Flash against all possible third-party claims on account of a violation of any applicable law, local rule and/or regulation as referred to in paragraph 1 of this article.

23.3 The Other Party is obliged to use the rented items in such a way that they do not contravene any law, local rule or government regulation.

Article 24. Instructions for Use

24.1 The Other Party shall use the rented items with due care and in accordance with its intended use.

24.2 The Other Party shall always use the rented item personally. The Other Party may not sublet the rented item or make it available to a third party.

24.3 The Other Party shall not make any changes to the rented item, in whole or in part, and/or add anything to the rented item, without the prior written consent of Flash. At the end of the rental agreement, Flash shall conduct a final inspection to establish whether any changes or additions have occurred.

Article 25. Replacement or Repair Work

Flash shall carry out the necessary repair work to ensure the use and enjoyment of the rented item, except if the required repair work is due to:

- The changes and additions made or adopted by the Other Party, and the defects and harmful consequences for Flash or third parties arising from these changes or additions,
- The Other Party no longer having the required licenses or dispensations under government regulations.

Article 26. Maintenance Costs

Unless explicitly agreed otherwise, the costs of maintenance, repair work, renovation, and replacement shall be borne by Flash, which will ensure that such maintenance is carried out properly and in time, unless the maintenance work is required due to inexpert use by the Other Party or due to use contrary to the relevant instructions, usual standards and/or other applicable instructions.

Article 27. Early Termination of the Rental Agreement

Without prejudice to Article 5 of these General Terms and Conditions, the early or wrongful termination by the Other Party of a fixed-term rental agreement shall entitle Flash to compensation from the Other Party equal to the amount of the rent for the remaining months from the date of termination until the originally agreed end date of the rental agreement, without prejudice to Flash's right to claim additional compensation for damage to the rented item. The Other Party shall also be liable for all possible costs and charges resulting from the early termination.

III. ADDITIONAL CONDITIONS FOR THE RIGHT OF USE/LICENCE FOR SOFTWARE PROGRAMS

In addition to the General Terms and Conditions (Articles 1 to 27), the Additional Terms and Conditions set out below (from Article 28) shall apply when granting a right of use for software/programs. These stipulations are explicitly intended to supplement the conditions stipulated above.

Article 28. Right of Use/Licence

28.1 When a right of use/licence is granted, the service provided by Flash consists in whole or in part of the provision to the Other Party of the right to use software developed and installed by Flash and/or software licensed to Flash and installed by a third party (hereinafter referred to as '*the Software*'), whether or not combined with a purchase and/or rental agreement. This shall be recorded in a written licence agreement and/or a Service Level Agreement (SLA).

28.2 The Software shall contain only the functionalities and properties as indicated in the product description for the Software, as recorded in the separate licence agreement, the proposal/offer made by Flash, the SLA or otherwise agreed in writing between the parties. Flash retains the right to implement technical adjustments and improvements to the Software and, if necessary for the proper functioning of the Software, to temporarily disable the use or functioning of the Software (in consultation with the Other Party) for this purpose.

28.3 Although Flash shall execute the installation of the Software with the utmost care, Flash cannot guarantee that the Software will be operational at all times without any disruptions or malfunctions. If the Software temporarily fails or malfunctions, Flash has the right to fix the disruption within a reasonable period, unless otherwise agreed in writing. Flash is under no circumstances liable for the consequences of disruptions (including damages and/or costs).

28.4 The rights to use the Software granted to the Other Party may not be transferred to third parties without written consent. The Other Party is not permitted to duplicate, copy, rent out, sell or otherwise transfer or give in use the Software to third parties.

28.5 On termination of the licence agreement, the Other Party's right to use the Software also ends automatically. Flash shall then have the right to remove the installed Software or otherwise refuse or end the Other Party's use of the Software or to deny the Other Party access to the Software by any means.

Article 29 Infrastructure

29.1 The Other Party is responsible for the purchase and proper functioning of the infrastructure required to run the Software, which can either be regular equipment or as prescribed by Flash. The term 'infrastructure' includes the system requirements and supporting products or equipment required for the proper functioning of the Software.

29.2 The Other Party shall ensure that this infrastructure complies with the usual specifications and conditions, or those prescribed or recommended by Flash.

Article 30. Support, Repair Work and Maintenance by Flash and Software Update(s)

30.1 The Software support services provided by Flash (including any agreed maintenance) shall consist of general assistance relating to the use and functioning of the Software. Further assistance and/or support provided by Flash (including the corresponding maximum recovery times and prescribed procedure(s) for the reporting of failures) shall consist of what has been agreed in the separate SLA and/or in the proposal/offer provided by Flash, or as otherwise agreed between the parties. Flash is under no obligation to offer more and/or other forms of support.

30.2 Flash shall offer its support within a reasonable period and within general office hours, either by email or by phone, unless the parties agree otherwise in writing (in a separate SLA).

30.3 Flash has the right to provide updates for the Software if it considers this to be useful or necessary. Updates may consist of improvements, new functionalities, or changes prescribed by law or in regulations. Flash shall notify the Other Party of such updates in a timely manner and offer/install the latest version. If the Other Party fails to install or allow the installation of such updates in time and in full, the Other Party forfeits its claim to the proper and full functioning of the Software.

Article 31 Privacy

31.1 In addition to the previously stated privacy regulations, Flash reserves the right to terminate the right of use with immediate effect or withhold the right to use the Software if the Other Party refuses or fails to cooperate upon first request to ensure the compliance with statutory privacy and data protection regulations, whether or not as instructed by the Data Protection Authority.

Article 32 Intellectual Property Rights

32.1 Intellectual property rights to the Software are and shall always remain vested in Flash. The Other Party is entitled only to use the Software for the duration of the (use or licence) agreement and for its own business under the agreed conditions as recorded in the agreement, unless otherwise agreed in writing between the parties in the separate licence agreement, the proposal/offer by Flash, the SLA, or otherwise.

32.2 The intellectual property rights include but are not limited to the technical design, the functionalities, the possibilities for use, and the source code of the Software.