



General Terms and Conditions

of the Simplifier AG

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Introduction	3
§ 1 Applicability	3
§ 2 Granting of License	4
§ 3 Contract Formation	4
§ 4 Transfer of the License Product.....	4
§ 5 Technical Requirements	4
§ 6 Obligations Simplifier	4
§ 7 Modifications/Enhancements.....	5
§ 8 Maintenance and Support.....	5
§ 9 Obligations of the Licensee	6
§ 10 Force Majeure.....	7
§ 11 Market Place	7
§ 12 Remuneration.....	7
§ 13 Set-Off/Right of Retention.....	7
§ 14 Liability	8
§ 15 Copyrights and Property Rights/Defense of Licensed Rights	8
§ 16 Prohibition of Competition.....	9
§ 17 Term, Notice of Termination.....	9
§ 18 Data Protection.....	9
§ 19 Consent to Use of Data.....	10
§ 20 Confidentiality	10
§ 21 Severability Clause	11
§ 22 Writing requirement, Venue.....	11
Appendix 1: Product description.....	12

Introduction

Simplifier is the manufacturer and initiator of the Low Code Platform Simplifier and of the solutions based thereon. With the Simplifier, Simplifier provides a technology that allows integrated applications to be resource-conserving. Reusable building blocks and the use of existing IT systems secure investments sustainably and ensure the necessary efficiency for the digital transformation of companies and their processes.

With the Simplifier, business processes can be illustrated in a consistent and user-friendly manner and internal and external IT landscapes can be networked with each other through the use of standardized connectors. Thus, making the connection of existing systems and data sources such as SAP or Oracle, but also machines that have a communication interface for data exchange, possible without any problems. The low-code approach of the Simplifier platform allows applications to be created up to ten times faster. Creating the advantage of easy configuration for applications, rather than individual programming. As a starting point, existing application templates may be utilized and adapted, at any time, to meet individual requirements. Whether desktop, smartphone, tablet or wearables, the sustained adaptability of applications and the rapid implementation, made possible by web technologies, guarantee added value and ensure that IT is once again a key driver of innovation once again.

The granting of licenses for the use of the Simplifier as well as the provision of use for the Simplifier are done exclusively in accordance with the terms of the following General Use and License Conditions (hereinafter GTC) in its current valid version.

§ 1 Applicability

- (1) The GTC apply in their currently valid version to all future agreements between Simplifier and the licensee to the extent that their content involves the transfer of licenses.
- (2) They apply exclusively to companies and to legal entities under public law (universities, foundations under public law etc.), not to consumers.
- (3) The GTC apply accordingly to the granting of upgrades, updates, enhancements and other changes in the Simplifier.
- (4) The GTC apply exclusively. Deviating, contrary or supplementary general terms and conditions of the licensee become a component of this agreement only to the extent that Simplifier expressly and in writing agrees to their application. This consent requirement applies in every case, also for example when Simplifier begins to provide service to the licensee without reservation in knowledge of the general terms and conditions of the licensee.
- (5) Individual agreements with the licensee (including ancillary agreements, supplements and modifications) reached in individual cases take, in any case, precedence over these GTC. A written agreement or a written confirmation of Simplifier is determinative for the content of such agreements.
- (6) Contractual agreements have the following priority:
 - a) license agreement or individual modifications and/or supplements to the license agreement after conclusion of agreement
 - b) the general use and license conditions of Simplifier including appendices
 - c) standards and norms
 - d) statutory regulations
 - e) Omissions shall be filled through the respective subordinate provision. In the event of agreements in chronological sequence, the newer agreement has priority over the older agreement.
- (7) Where no provisions exist, the provisions or agreements next down in the list in order of precedence shall apply.

§ 2 Granting of License

- (1) All rights in Simplifier are held exclusively by Simplifier.
- (2) The licensee owns the rights to all applications created by the licensee through the Simplifier platform.
- (3) Simplifier grants the licensee, for a fee and for the respective contract period, the non-exclusive and non-transferable right to use the Simplifier and the licensed rights according to the terms and conditions of this GTC, the license agreement, and other terms of use.
- (4) The licensee is prohibited from performing or having performed reverse engineering, disassembly and/or de-compilation of the contract software.
- (5) The licensee is not entitled to issue sublicenses to third-parties.

§ 3 Contract Formation

The license agreement is formed upon acceptance of the offer, at the latest upon provision of the products and the associated services by Simplifier to the extent that no other separate provision has been made. An offer within the meaning of contract law is the order of the licensee.

§ 4 Transfer of the License Product

- (1) At its option, the licensee receives access to the Smart Business Platform Simplifier either within the framework of hosting by Simplifier or on premise.
- (2) In regard to on premise installation, the licensee shall secure the functional and technical infrastructure necessary for the use of the products of Simplifier for the term of the license agreement.

§ 5 Technical Requirements

- (1) The installation of a functional – and also (taking into consideration the additional burden caused by the object of agreement) adequately dimensioned – hard and software environment for the object of agreement, is solely the responsibility of the licensee. The server requirements of this agreement must be met for use of the web interface of the Simplifier. The requirements for the system can be found at: <https://www.simplifier.io/agb/>
- (2) The licensee shall comply with the given parameters and specifications on the interfaces provided by Simplifier.
- (3) The licensee is obliged to promptly notify Simplifier of defects in the software.
- (4) The licensee shall take adequate measures to protect the software from unauthorized third-party access and against all kinds of data losses, damage and impairments, transfer errors and disturbances and to take security measures corresponding to the current state of technology.

4

§ 6 Obligations Simplifier

- (1) During the term of this agreement Simplifier shall supply upgrades and updates of the Simplifier to the extent that this service is not unreasonable. Updates may contain additional functions, wherein the licensee has no right to realization of certain functions within the framework of the updates. Simplifier alone decides on the extent and frequency of updates.
- (2) Simplifier offers training courses and consultation. Travel time, travel costs and expenses incurred herein shall be invoiced to the licensee separately. The licensee bears responsibility for the suitability of the personnel to be instructed. Training courses beyond this shall be agreed to in an additional training contract.

§ 7 Modifications/Enhancements

- (1) Simplifier is authorized to perform on-going enhancements and optimizations of the system which occur as a result of technical developments or in regard to enhancements of the platform. Simplifier is obliged to announce modifications in a timely manner. To the extent that notice is given on individual modules and functions, Simplifier guarantees that at a minimum, equivalent substitutes will be made available which at a minimum represent an equivalent customer process. The migration costs for the use of the new module or new function will be offered and invoiced separately and are not contained in the agreed to compensation pursuant to § 12 of this agreement.
- (2) Simplifier is authorized to temporarily limit services to the extent that this is necessary for reasons of public security, for the security of network operations, for data protection or for the performance of work necessary for operations or for technical reasons.
- (3) The licensee is aware that Simplifier neither monitors content transmitted by it nor can bear responsibility for content transferred via the platform of Simplifier. The licensee alone is responsible for the texts, graphics, data and other information disseminated by it. In particular, Simplifier rejects any responsibility for the correctness or the quality of the information that has been downloaded in the use of the service.

(1)

§ 8 Maintenance and Support

- (1) Maintenance and support are included in the remuneration mentioned in § 12 (unless services are agreed by contract differently) and include services:
 - a) Standard support: Access to support portal, summary of all tickets
 - b) Access to new releases: Cloud – two updates per year; onPremise: one update per year
- (2) A support event occurs when the software does not fulfil the contractual functions pursuant to the product description (Appendix 1).
- (3) The remuneration agreed to pursuant to § 12 includes free support during usual business hours (Monday to Friday between 9:00 and 17:00 hours CET) for a disruption caused by Simplifier. The 1st and 2nd level of support is in principal subject to charge and will be invoiced quarterly according to cost on the basis of service tickets. The reaction time as well as the envisioned solution time are dependent on the priority of the support event and are defined as follows:

Priority	Level	Description	Reaction time	Planned solution time
1	Emergency	Complete standstill of the productive system, work is no longer possible.	< 4 h	24 h
2	Critical	A problem causes a loss of central functions which results in a disturbance of productive operations.	12 h	48 h
3	Non-Critical	Minor interruptions of normal operations that are attributable to malfunctions. Furthermore, every error in a test or consolidation system.	24 h	28 days
4	Minor	Problems with non-critical functions that cause no or limited disruption. These can be caused by malfunctions or by functions that are irregularly used or are not used in normal operations.	48 h	28 days

The reaction time is defined as the period between receipt by Simplifier of a disruption notification from the licensee and the confirmation of receipt by Simplifier. The notification confirmation is provided by a support employee by telephone or by receipt of the call or by a responding email to an electronic disruption notification.

- (4) The intended solution time is defined as the period between the confirmation of the notification and the planned elimination of the system impairment. The use of the Simplifier customer support is maintained by the customer support in Würzburg in German and English.
- (5) As soon as the licensee notices a disruption, it must notify Simplifier promptly. The licensee must provide the most possibly detailed description of the respective functional disruption in order to enable the most efficient error removal.
- (6) After notification, Simplifier will use its best efforts to remove the disruption and to restore the affected services and, to the extent necessary, to provide the licensee with current information on the progress of the fault clearance. In place of the restoration of a service, Simplifier may replace the affected service with an equivalent service.
- (7) All enquiries (per telephone or per email) as well as their processing are recorded in the platform as a ticket. The licensee has permanent online access to all tickets and their current state of processing via the Simplifier Support Page.
- (8) For the term of the contractual relationship, the licensee must provide Simplifier with the necessary access rights to its server and, in the event of on-premise-installations, the server(s) named by it for implementation of support.

§ 9 Obligations of the Licensee

The licensee is obliged to use the products of Simplifier in an appropriate manner within the framework of this GTC, of applicable law and of the performance specification. In particular, it is obliged

- a) to pay the agreed remuneration
- b) to comply with the user rules of the Platform and of the software
- c) to enable Simplifier to install technical equipment when and to the extent that is necessary for the use of the offered services and the installation has not been done by the licensee itself
- d) to not misuse the access options of the services of Simplifier and to refrain from unlawful actions
- e) to secure the satisfaction of statutory regulations and official requirements as well as the issuance of official authorizations to the extent that these are currently or in the future necessary for participation in the offered services of Simplifier
- f) to take into account recognized principles of data security, in particular to keep passwords secret or to promptly change them or have them changed in the event there is suspicion that unauthorized third-parties have obtained knowledge thereof
- g) to promptly provide notification of recognizable defects or damages (disruption notification)
- h) to take all reasonable actions to enable the finding of the defects or damages and their causes or to facilitate or accelerate the removal of the disruption
- i) to compensate Simplifier for the costs arising from the testing of equipment if and to the extent that the testing finds that the disruption was within the responsibility of the licensee
- j) to not misuse the internet or access thereto, in particular not to enter content which violates statutory provisions, the personality rights and property rights of third-parties or transgresses against public morality
- k) to assure that its scripts and programs employed on the Simplifier server do not have faults which could impair the provision of services by Simplifier.

§ 10 Force Majeure

Simplifier is released from the service obligation in cases of force majeure. All unforeseen events, as well as events whose effects on contract performance are not the responsibility of either party are considered force majeure. Included in these events are e.g. natural disasters, industrial dispute actions, and interruption of electricity, telecommunications and internet.

§ 11 Market Place

- (1) Simplifier plans the enhancement of the Smart Business Platform Simplifier in order to manage self-developed applications or applications developed by the licensee or third-parties and/or to offer to other licensees and clients of Simplifier in return for compensation and/or to convey their use possibilities in return for compensation or in other ways to make them available in return for compensation. The further details of the use options of the Market Place are separately laid out in a "Use Conditions Market Place".
- (2) To the extent that the licensee wishes to employ self-developed applications in the Market Place, it assures that these will conform to the quality standards of the use conditions of the Market Place. Compliance with the quality standards is necessary in order to assure a technically flawless use of the available applications and to safeguard that the service offered by the licensee corresponds to the quality rules that apply to Simplifier and other licensees.
- (3) Simplifier is authorized to monitor compliance with the agreed to quality. If Simplifier finds that the offered services do not correspond with the agreed to quality, Simplifier is authorized to decline configuration in the Market Place and also to remove the configured services of the licensee from the Market Place.
- (4) The licensee herewith grants Simplifier a worldwide, free, indefinite and non-exclusive license to use the materials which the licensee submits within the framework of use of the Market Place and of its marketing.
- (5) Configurations may not include
 - a) content for which the licensee has no authorization, no right or no license to use
 - b) illegal, misleading content
 - c) person-related, private or confidential content of third-parties
 - d) undesired or unauthorized advertising, advertising materials or informational notices
- (6) The licensee or the respective third-party is responsible for the applications configured by it in the Market Place, in particular for their contents, guarantees and maintenance and support services.

§ 12 Remuneration

- (1) The licensee owes Simplifier remuneration for the granting of the use right. Remuneration to be paid by the licensee as well as the individual invoicing modalities result from the content and scope of the contractually agreed to service, based on currently valid price lists. All prices are subject to the currently valid value added tax. Remuneration shown as payable monthly is payable as entire annual subscription in advance to the extent not otherwise provided in individual agreements.
- (2) Simplifier is authorized to alter the amount of remuneration as well as the price model at its reasonable discretion in accordance with § 315 Code of Civil Law (BGB).
- (3) Simplifier shall inform the licensee of a change in remuneration with a minimum notice period of two months. The licensee is authorized to terminate this agreement under compliance with a written notice of termination of two weeks effective as of the time of the validity of the change in remuneration. The remuneration change is effective when the licensee does not object in a timely manner.
- (4) Simplifier issues an invoice for the agreed to service. Receipt of payment must be within 14 days of the invoice date. The payment of license fees is done in euro plus the applicable value added tax in the amount current at the time of the invoice to the bank account of Simplifier, with indication of the reason for payment. If the licensee does not pay an invoice within the payment period, according to law it is in arrears and Simplifier is authorized to impose interest in the amount of 12 % p.a. The licensee agrees to receive all invoices in electronic form, including email.

§ 13 Set-Off/Right of Retention

The licensee may set off any claims against Simplifier from claims of Simplifier for license fees pursuant to § 12 only when the claims of the licensee are recognized or have been judicially determined.

§ 14 Liability

- (1) To the extent that nothing else is provided for in the following § 14 (2), the liability of Simplifier for damages based on any legal cause of action is precluded. Subject to the following § 14 (2) Simplifier is not liable, in particular, for negligent violations of immaterial contractual obligations, for damages caused by loss of or faulty processing of data, when the damage would not have occurred under proper data security and the licensee has been properly instructed on data security, for lost profits, missed savings, damages from claims of third-parties, loss of production and/or business interruptions and other indirect and consequential damages.
- (2) The exclusions of liability and the limitations on liability pursuant to § 14 (1) do not apply to bodily injuries, damage to health and life as well as for personal and material damages under the Product Liability Act and for intentional or grossly negligent damages for which Simplifier bears responsibility. They also do not apply in cases of fraudulent concealment of a defect or for acceptance of a quality guaranty and/or for damages incurred as a result of negligent breach of material contractual obligations. In these cases, the following applies:
 - a) Simplifier is liable for injuries to life, limb or health and/or for personal and/or material damages pursuant to the Product Liability Act in accordance with statutory provisions.
 - b) In addition, the licensee is liable in accordance with statutory provisions for its own intentional or grossly negligent behavior and for the corresponding behavior of its agents.
 - c) In the case of fraudulent concealment of a defect or the acceptance of a quality guaranty and/or for damages arising under the negligent breach of material contractual obligations, Simplifier is liable in accordance with statutory provisions, however, in the last referenced case only in the amount of damage that could be typically foreseen upon conclusion of the agreement.

§ 15 Copyrights and Property Rights/Defense of Licensed Rights

- (1) All rights in the software and other documents and programs provided within the framework of this license agreement are vested exclusively in Simplifier.
- (2) The parties shall mutually inform each other in writing and without delay of all infringements of licensed rights that become known to them during the term of this agreement.
- (3) Judicial and extrajudicial action against infringing parties, including settlement discussions, due to a violation or other unauthorized use of licensed rights is fundamentally reserved to Simplifier. The licensee is not authorized to undertake measures regarding the infringement or unauthorized use of the licensed rights without the prior written consent of Simplifier. However, upon the request and at the cost of Simplifier, the licensee may provide support in an appropriate manner in association with an action against an infringing party.

§ 16 Prohibition of Competition

The licensee is prohibited from developing, manufacturing, marketing and selling products which compete with the contract products if the development, manufacture, marketing and above all sale of such competitive products take place using the licensed rights or confidential information. The above provisions shall not limit the licensee

- a) from exploiting its own technology to the extent that it does not use the licensed rights and/or confidential information of the licensor
- b) from performing research and development to the extent that the technologies and/or products resulting from the research and development do not contain licensed rights and/or confidential information. The licensee bears the burden of proof as to whether such a use has occurred.

§ 17 Term, Notice of Termination

- (1) The license agreement becomes effective upon commencement and is concluded for the agreed to contractual term. If the license agreement is not terminated 3 months before the end of the contract, it will be renewed for a further 12 months. The right of termination for good cause remains unaffected. After expiration of the contractual term or upon termination, the right to use the Simplifier expires.
- (2) In the event that one of the parties ("breaching party") breaches a material contractual obligation or is in arrears with one of its obligations under this GTC or the license agreement, the other party ("non-breaching party") shall inform the breaching party of the breach or of the arrears in writing and demand that the breach of contract or the arrears be cured promptly. In the event that the breaching party does not cure the breach within thirty (30) days after receipt of the written notice of the non-breaching party, the non-breaching party is authorized to terminate this agreement in writing.
- (3) A material breach of contract of the licensee that entitles Simplifier to terminate this agreement for good cause is present, in particular, in the following cases:
 - a) arrears of the licensee with the settlement and/or payment of license fees,
 - b) when the licensee attacks the property rights of Simplifier.
- (4) The licensee is authorized to terminate the agreement for good cause if a material right licensed for the contract products is discontinued or the use of the licensed rights conflicts with the industrial property rights of third-parties.
- (5) In addition and in supplement to the extraordinary right of termination pursuant to the above § 17 (3), each party is authorized to issue an immediate written notice of termination of this agreement to the other party when the other party finds itself in considerable financial difficulties and it must be anticipated that within the coming weeks, an application for commencement of insolvency proceedings over the assets of the other party will be filed or an insolvency application has been filed.

§ 18 Data Protection

The licensee is herewith instructed that in accordance with data protection regulations (BDSG), personal data may be recorded, processed and registered within the framework of order performance and/or registration exclusively for these purposes. Simplifier is authorized to collect, store and use personal data to the extent that this is necessary for the processing of the order and in order to be able to settle accounts by means of invoicing. A transfer of data to third-parties does not take place to the extent that it is not expressly indicated and the licensee declares its consent. At any time the licensee may revoke its consent to Simplifier to transfer data.

§ 19 Consent to Use of Data

The licensee declares its consent for Simplifier to record and use the above referenced data within the meaning of § 18 as well as technical data and appurtenant information, in particular technical information about the hard and software environment for the objects of agreement as well as their application software and peripheral devices, that is collected in regular intervals in order to facilitate the provision of software upgrades, product support and other services provided in association with the license. Simplifier may use this information in order to improve its information or to make available licensee services or technologies as long as this occurs in a form that does not disclose its identity. At all times and free of charge the licensee can receive information on the personal data stored by Simplifier.

§ 20 Confidentiality

- (1) All confidential information that a party (“informing party”) communicates to the other party (“receiving party”) based on or in association with this agreement or is brought to its knowledge in some other way may be used by the party only for the purpose of this agreement. The receiving party shall use the confidential information of the notifying party for no purposes outside of this agreement and may not transfer the confidential information to a third-party without the consent of the notifying party or in any other way make it accessible.
- (2) The receiving party is further obliged to undertake all appropriate steps and to take all precautions to prevent an unauthorized use or transfer of confidential information of the notifying party. The receiving party shall make available confidential information only to employees, agents, advisors, licensees, future licensees and financial investors who must have knowledge of the confidential information of the notifying party so that the receiving party can carry out its rights and obligations under this agreement, and it will transfer them only when the respective employees, agents, advisors, licensees, future licensees and financial investors have obliged themselves to confidentiality toward the receiving party in an appropriate manner and under conditions that correspond to the confidentiality obligations of this agreement and which prohibit them the unauthorized use and transfer of confidential information of the notifying party. The receiving party shall inform the informing party promptly and in writing if it becomes aware of an unauthorized use or transfer of confidential information of the notifying party and, upon the wish of the notifying party, take all appropriate measures to prevent further unauthorized use or transfer of confidential information of the notifying party.
- (3) The above obligations of the receiving party under the above numbers (1) and (2) are not applicable to such information which the receiving party can prove through written documents concerning the respective information:
 - a) was already generally available at the time of the notification or became generally available afterwards without its fault,
 - b) was already in the possession of the receiving party at the time of the notification,
 - c) was made accessible to the receiving party by a third-party without a confidentiality and non-use obligation,
 - d) is to be provided to public authorities based on statutory provisions or court order; the receiving party has the obligation to inform the notifying party in a timely manner in writing in order to give the notifying party the opportunity, at its discretion, to take appropriate steps in order to prevent the confidential information from becoming generally available, or
 - e) was developed by the receiving party independently and without breach of this agreement.
- (4) After termination of this agreement, regardless of the reason, the receiving party shall return to the notifying party all copies of documents and other documents that contain confidential information of the notifying party or, upon written demand of the notifying party, destroy those documents. Excepted are only copies which the receiving party is required to retain by law or is authorized to do so based on this agreement. Within thirty (30) days after termination of this agreement, the receiving party shall confirm in writing compliance with this § 17 (4) to the notifying party.

- (5) All obligations of the receiving party pursuant to (1) and (2) of § 17 concerning the protection of confidential information of the notifying party continue to have validity even after termination of this agreement, for any reason whatsoever.
- (6) For each breach of this confidentiality obligation that causes confidential information to be disseminated to third-parties, the breaching party shall pay the notifying party a contractual penalty in the amount of EUR 200,000.00. The right to assert further damages remains unaffected.

§ 21 Severability Clause

In the event that individual clauses of the GTC or of the license agreement prove to be invalid, the legal validity of the GTC or of the remaining agreement is not affected. The invalid clause shall be replaced by a clause that most closely corresponds to the desired economic intent. The same applies to any possible omissions to the agreement.

§ 22 Writing requirement, Venue

- (1) The right to amend or supplement these license- and use conditions is reserved if this is urgently required as a result of amendments to applicable laws, official complains or is necessary in light of other imperative reasons.
- (2) Amendments and supplements to the license and use conditions as well as license agreements based thereon must be in writing. The same applies to a waiver of the writing requirement.
- (3) The law of the Federal Republic of Germany applies to this GTC as well as to all associated legal relationships between Simplifier and the licensee. Application of the UN Sales Convention is precluded.
- (4) Venue for all litigation between Simplifier and the licensee is Würzburg if the licensee is not a public law person, public law special assets or has no domestic venue. In addition, each contract party is authorized to file a complaint against the other contract partner at its general venue.

Appendices:

Appendix 1: Product description

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What is the Simplifier?

The Simplifier is a low-code platform for creating integrated business and IoT applications. With the help of the low-code approach, applications are created by configuration and do not have to be implemented with considerable programming effort. The unique feature of the Simplifier is its open architecture, which allows all data sources to be connected and used on all terminal types and operating systems.

Main Features:

- Web-based Development Environment to configure integrated Mobile, Wearable and Browser applications
- Customization of Applications with UI Designer, Visual Scripting for SAPUI5 and AngularJS based Applications
- Customization of Backend Interfaces through standardized Connectors (SOAP, REST, XML, IDoc, MQTT, OPC UA, API, CSV)
- Rapid Deployment and OTA-Updates
- Contextual Technologies (Augmented Reality / Realtime Communication, Scanning, Sensors)
- Multi-Device (Browser, Phones, Tablets, Glasses, Watches)
- Multi Platform Universal Client (Android, iOS, Windows)