

Terms of Use For Services of the BOC Group

1. Scope of Application	1
2. General Provisions	2
2.1. Services and Duties of Collaboration	2
2.2. Remuneration of Services	2
2.3. Travel Expenses	2
2.4. Withdrawal from Services	2
3. Product Adaptations	3
3.1. General	3
3.2. Change Requests	3
3.3. Deadlines and Delivery	3
3.4. Rights of Use	3
3.5. Maintenance of Product Adaptations	4
4. Consulting and Technical Services	4
4.1. General	4
4.2. Rights of Use	4
5. Standard - Instruction Courses/Seminars/Trainings	4
5.1. General	4
5.2. Rights of Use	5
5.3. Dates and Cancellations	5

1. Scope of Application

1.1.1. The following Terms of Use for Services form the underlying regulatory framework for all present and future agreements concluded after 01.07.2019 between BOC Products & Services AG, including its subsidiaries (hereinafter jointly referred to as “BOC”) on the one hand, and the client of BOC on the other hand, and that pertain to services offered by BOC, even if, in individual cases, reference is not explicitly made to the Terms of Use for Services upon the conclusion of a contract.

1.1.2. These Terms of Use for Services shall be supplemented by the General Terms and Conditions of BOC (hereinafter “GTC”). In the event of conflicting regulations, the following order of priority shall apply: 1. regulations from the individual contract (offer), before 2. these Terms of Use for Services, before 3. the GTC of BOC.

1.1.3. The GTC as well as the Terms of Use can be viewed at www.boc-group.com/gtc.

2. General Provisions

2.1. Services and Duties of Collaboration

2.1.1. According to the agreement, BOC offers the following services in particular:

- Product adaptations
- Consulting and technical services
- Instruction courses, seminars and trainings

2.1.2. BOC performs the respective services in accordance with the latest technology and the current state of knowledge at the time of concluding the contract, using staff that are qualified to perform the agreed services.

2.1.3. The respective services are rendered by BOC, depending on practicality, either at the client's location, with a third party or at one of the locations of BOC.

2.1.4. The client is subject to all duties of collaboration that are necessary for the fulfilment of the agreed provision of services and that are within the client's sphere of influence. Should delays arise due to the insufficient fulfilment of the client's duties of collaboration, the client shall bear the cost thereof.

2.1.5. BOC always strives to achieve the best possible result with the client in mind. For specific tasks, a desired target result may be agreed upon where necessary.

2.2. Remuneration of Services

2.2.1. According to the agreement, the respective services shall be charged either at a flat rate or at cost.

2.2.2. If the remuneration takes place according to actual expenses, the work effort shall be charged proportionately at the offered daily rate. In general, one working day is equivalent to 8 hours. A cost limit may be agreed upon.

2.2.3. If BOC incurs additional expenses due to omissions on the part of the client, these shall be charged to the client separately at cost.

2.2.4. Failure to comply with the agreed payments entitles BOC to cease the ongoing work and withdraw from the contract. All associated costs, as well as lost profits, shall be borne by the client.

2.2.5. Apart from this, the conditions of payment are based on the provisions of the GTC.

2.3. Travel Expenses

2.3.1. Unless otherwise agreed, travel expenses for necessary trips made by BOC employees shall be refunded by the client according to actual expenses. Travel costs and additional costs shall be reimbursed upon submission of the receipts (copies). If required, and for individual contracts, an agreement can be made for the billing of flat-rate travel expenses according to daily rates. If the settlement of the travel expenses takes place according to flat-rate daily fees, no receipts must be presented.

2.4. Withdrawal from Services

2.4.1. If the client withdraws from agreed services, it must reimburse any actual incurred reproduction or secondary cancellation costs (in particular, cancellation costs for booked event venues, catering, technical equipment, transport companies, travel expenses etc.).

2.4.2. For standard Trainings, in addition to 2.4.1 the specific cancellation terms from section 5.3.2 apply.

3. Product Adaptations

3.1. General

3.1.1. The specialised and technical specifications of product adaptations, as well as the offer based on these specifications, are created in close coordination between the client and BOC. The requirements and detailed specifications are defined bindingly in a specification sheet.

3.1.2. Should it emerge, in the course of the work, that the implementation of the order as set out in the performance specification is effectively or legally impossible, BOC is obliged to immediately notify the client thereof. If the client does not amend the performance specification or create the conditions to enable the implementation, BOC may refuse to implement the order. If the implementation has been made impossible as a consequence of an omission by the client or a subsequent amendment to the performance specification by the client, BOC is entitled to withdraw from the order. The costs and expenses incurred for the activity up until this point must be reimbursed by the client.

3.1.3. Work results shall be presented to the client, insofar as the purpose and area of application of the agreement are stipulated. If the client does not notify BOC of any defects within 30 days of submission, the work result is deemed accepted as faultless.

3.1.4. Any potential occurring defects, i.e. deviations from the performance specification, as agreed in writing, must be communicated to BOC by the client and accompanied by sufficient documentation. BOC strives to remedy defects rapidly. If significant defects, which have been reported in writing, exist to the extent that actual operation cannot be commenced or continued, a new acceptance is required after remedying the defect.

3.1.5. The client is not entitled to refuse acceptance due to insignificant defects.

3.2. Change Requests

3.2.1. Both contractual parties may request changes to the agreed performance specification at any time ("change request"). The requested change must provide a precise description of the intended change, the reason for the change, the impact on the time scheduling, and the costs, in order to allow the recipient of the change request the opportunity to make an appropriate assessment. A change request only becomes binding upon written acceptance.

3.3. Deadlines and Delivery

3.3.1. BOC strives to observe the agreed deadlines whenever possible. If necessary, fixed dates may also be agreed upon.

3.3.2. The target dates can only be observed if the client makes all necessary work and documents, in particular the performance specification accepted by it, available in full and in a timely manner and fulfils its obligation to cooperate to the necessary extent.

3.3.3. Delays in delivery and cost increases resulting from incorrect, incomplete or subsequently amended details, and information or documents made available, are not considered to be caused by BOC, thus do not constitute a delay attributable to BOC. If this results in additional costs, these shall be borne by the client.

3.3.4. For orders that comprise several units or parts, BOC is entitled to carry out partial deliveries and to submit partial invoices. Beyond this, advance payments may be agreed upon. Otherwise, the accounting shall take place with the delivery of the overall result.

3.4. Rights of Use

3.4.1. All intellectual property rights to product adaptations, in particular the copyright, are the exclusive property of BOC. This also applies if the product adaptations have been developed on the basis of instructions from, or the collaboration of, the client. The client shall receive the right, which is unlimited in time, non-exclusive and non-transferable, to use the product adaptations in the manner intended. This Right of Use may only be exercised in conjunction with a valid Right of Use for the Product (standard software) in a compatible version.

3.4.2. The cooperation of the client in creating the product adaption does not entitle him to any rights beyond the use specified in the present contract.

3.5. Maintenance of Product Adaptations

3.5.1. Client-specific adaptations are always developed for a specific version of the Product (standard software). If the client decides to acquire a subsequent release of the Product, it may require further adaptations in order to ensure the compatibility of the new version of the Product with the previously established adaptations. Unless otherwise agreed, expenses associated with such further adaptations shall be charged to the client separately according to the current price list.

3.5.2. The maintenance of product adaptations occurs on the basis of a separate agreement. The product maintenance section of the respective agreed Terms of Use (Cloud or On Premise) applies *mutatis mutandis*.

4. Consulting and Technical Services

4.1. General

4.1.1. Within the scope of consulting and technical services, BOC offers the following services in particular:

- Solution design
- Method development and implementation
- General and client-specific product, method and user Trainings
- Implementation support and ongoing operational support
- Project-specific consultation services

4.1.2. The scope of a specific consultancy assignment shall be defined in individual agreements.

4.1.3. It is the responsibility of the client to ensure that, if the consultancy assignment is carried out on the client's premises, the organisational framework conditions allow the consultancy process to be conducted speedily and with a minimum of disruption. Furthermore, the client shall present all the documents and information necessary for the fulfilment and implementation of the assignment in a timely manner and shall inform BOC of all events and circumstances that are relevant to the implementation. This also applies to all documents, events, and circumstances that first become apparent over the course of the activity.

4.2. Rights of Use

4.2.1. Documents or materials made available by BOC in the scope of consulting or technical services may only be used in the context of the service in question. In particular, they may not be reproduced, published, distributed, used for commercial purposes or disclosed to third parties. In no event shall the intellectual property rights thereto be transferred.

5. Standard - Instruction Courses/Seminars/Trainings

5.1. General

5.1.1. BOC carries out comprehensive, progressively-structured, modular standard instruction courses, standard seminars and standard trainings (hereinafter jointly referred to as "Training"). These Trainings are offered as open and as exclusive Trainings.

5.1.2. Open Trainings may be booked for individual employees for a lump sum to be paid per participant. They are held on BOC premises and shall take place once a participant number of 4 persons has been reached. The didactic resources for ensuring the successful achievement of the learning objectives are designed for a participant number of maximum 8 persons. Registrations shall be taken into account according to the time at which they are received and become effective upon written confirmation.

5.1.3. Exclusive Trainings may be booked at a lump sum for all participants. The number of participants is limited to a maximum of 8 persons. Exclusive Trainings may be held optionally and upon agreement on the premises of BOC, the client or on other premises.

5.1.4. If the duration of the Training is indicated in days, one day is generally equivalent to 8 hours including breaks.

5.2. Rights of Use

5.2.1. Multimedia recordings (audio/video/photo) of Trainings are not permitted, unless an additional agreement in return for payment has been made.

5.2.2. Training documentation provided by BOC is included in the lump sum to be paid by the client. This training documentation is designated exclusively for personal use by the participant and shall, in any case, remain the intellectual property of BOC. This documentation may only be used in the context of the provided training course. In particular, they may not be reproduced, published, distributed, used for commercial purposes or disclosed to third parties.

5.3. Dates and Cancellations

5.3.1. BOC reserves the right to change or cancel dates under observance of a two-week notification period, in particular, if the minimum number of participants for open Trainings has not been reached. In the event that BOC has to cancel a Trainings, BOC shall strive to offer the client an alternative date as promptly as possible. Claims for damages by the client due to cancellations by BOC are excluded.

5.3.2. The client may withdraw from a standard Trainings free of charge without providing reasons up to 28 days before the agreed date. For a withdrawal from 27 days to 8 days before the start of the Training, regardless of the reason for withdrawal, a cancellation fee amounting to 50% of the lump-sum fee shall be charged. If the client withdraws 7 days before the start of the Training, if he does not show up to the Training or if he does not complete the Training in full, the entire lump-sum fee shall be charged. If an open Training has been booked, the client has the right to appoint an internal representative to participate for the Training at any time. In order to observe the withdrawal period, the written notification of the exercise of the right to withdraw must have been received by BOC before the expiry of the withdrawal period.