

TERMS OF USE



Terms of Use - Version 1.01

1. Subject Matter of the Agreement

The subject matter of this Agreement is the provision of tesma, CHG-MERIDIAN's technology and service management system, which comprises the business applications described below and the use of which is governed by these Terms of Use. Changes and supplements must be made in text form.

2. Scope of Functions

2.1

tesma is modular in design, with the mandatory feature set of tesma including the following essential business applications:

- Confirmations
- Assets
- Contracts
- Invoices
- Returns
- Documents

2.2

Additionally, the following optional business applications can be used:

- Procurement
- Portal
- Integration Hub
- Support

2.3

The business applications can be used for a separately agreed fee, which will be invoiced together with the rentals for the Equipment, unless otherwise agreed. In all other respects, reference is made to the terms of payment agreed in the Master Lease Agreement.

2.4

The business applications listed in para.2.2 may be terminated individually or as a collective by either party with one month's notice to the end of the month in text form. In the event of termination, however, the provisions of this Agreement shall remain valid with respect to the lease schedules to which the provisions of this Agreement already applied at the time of termination until the termination of the lease schedule in question.

CHG-MERIDIAN provides the customer with a manual in which the content, the processes and features of the individual business applications are described in detail.

3. Business Applications

3.1 Procurement

Order portal for central Equipment procurement by defined employees of the customer (e.g. purchasing department, defined by authorization levels)
Manufacturer-independent ordering process (visualized and customized shopping cart, guided process)
Order workflows on the basis of customer-specific process flows, if required
Automatic assignment of a purchase order number for the purpose of establishing a link between the purchase order and the supplier invoice
Delivery confirmation and confirmation of supplier invoices through corresponding status changes
Customer-specific bundle options (e.g. defined workstation equipment, integration of purchased items)

3.2 Portal

Features as with Procurement, in addition:
Self-service ordering portal for the customer's individual employees
Handling of service cases through connection of external service providers
Optional: Process handling for transfer of private use by employees
Optional: Equipment upgrade option via top-up-payments by employees

3.3 Confirmations

Tabular view of received Equipment for active confirmation of the customer by click
Tabular view of open lease schedules for active confirmation of the customer by click

3.4 Assets

Tabular or tile display of all inventory Equipment (starting from order)
Access to and analysis of all related information (Equipment ID, commercial status, lease start date, lease end date)
URL share or export of filtered views
Optional: Asset tracking based on customer-specific statuses

3.5 Contracts

Tabular or tile display of all lease schedules
Access to and analysis of all related information (Equipment, payment plans, invoices, documents, history)
URL share or export of filtered views
Display of all lease schedule documents

3.6 Invoices

Tabular or tile display of all invoices
Access to and analysis of all related information (billing data, billed Equipment, documents)
URL share or export of filtered views
Download of all invoice

3.7 Returns

Initiation of the return process through customer-controlled collection requests regarding terminated Equipment (incl. Equipment selection or import option)
Tabular or tile display of all pickups and pickup requests
Access to and analysis of all related information (collection dates, Equipment collected, Equipment condition at collection)
Status updates on ongoing Equipment returns
Return guidelines for optimal processing

3.8 Integration Hub

Provision of all relevant TESMA® data via TESMA® API (endpoints)
Detailed documentation of all provided endpoints for fast integration on customer side

3.9 Documents

Upload, download and review of specific documents (e.g. erasure and carbon zero certificates)
Upload, review and deletion of customer-owned documents

4. Support

During the term of the Agreement, CHG-MERIDIAN provides a help section via a support feature within tesma that provides essential questions and answers as well as an inquiry form. A service hotline in German and English is available at the hotline number +49 (751) 503 654 to answer customer questions about the use of tesma and to report faults. The service hotline hours are 08:00 - 17:00 (CET) Monday to Friday (with the exception of public holidays in Baden-Württemberg, Germany). In addition, CHG-MERIDIAN provides a request facility in the business application Support.

5. Availability

5.1

CHG-MERIDIAN warrants that tesma will be made available to the agreed extent during the term of the Agreement. The guaranteed availability of tesma is 98% per calendar quarter. CHG-MERIDIAN is entitled to perform maintenance work on tesma twice per quarter for a period of 8 hours, which is not taken into account when determining the availability of the cloud solution, provided that it is announced to the customer in advance (at least one day before the work is performed).

5.2

CHG-MERIDIAN may make changes, updates, adjustments and maintenance to tesma at any time, which may result in a temporary interruption of the accessibility and availability of the cloud solution.

5.3

The customer must immediately report any defects that become apparent during the term of the Agreement and provide the information available to it that is necessary for the elimination of the defect. If a reported defect cannot be determined or if the customer is responsible for the defect, the customer shall bear the costs of the investigation.

5.4

Any limited availability of tesma or any deficiencies will not affect any existing or future lease schedules.

6. Right of Use

6.1

CHG-MERIDIAN grants the customer a non-exclusive, non-transferable, non-sublicensable right to tesma limited in time to the period of actual use of tesma, for the intended use of tesma for its own internal company purposes.

6.2

CHG-MERIDIAN is the owner of the property, copyright and other industrial property rights in all of the tesma business applications and reserves all rights thereto to the extent that these have not been expressly granted to the customer in this tesma Agreement.

6.3

CHG-MERIDIAN provides the customer with tesma in form of a web application. The servers for tesma are operated in data centers. To this end, CHG-MERIDIAN has contracts with data center operators.

6.4

CHG-MERIDIAN shall be exclusively entitled to all rights to the source code of tesma. The customer shall have no claim whatsoever to the provision of program copies of tesma, access to the source code or surrender the source code of tesma.

7. Customer and System Requirements

7.1

For user management, CHG-MERIDIAN recommends an initial connection to the customer's Active Directory. If this is not the case, users can be created and controlled manually by CHG-MERIDIAN or by the customer itself.

7.2

The customer must keep its access data for the use of tesma (user name and password) confidential, must not make them accessible to third parties and must use sufficiently secure passwords.

7.3

The customer is recommended to check the existing authorizations of its users annually.

7.4

If CHG-MERIDIAN changes the system requirements which have an impact on the usage possibilities, CHG-MERIDIAN will inform the customer in time and announce the availability date.

8. Liability

The liability of CHG-MERIDIAN and its vicarious agents is limited to intent and gross negligence, unless it represents a breach of a material contractual obligation or injury to life, limb or health. Liability under the Product Liability Act and liability for warranty declarations shall remain unaffected. Except in the cases mentioned in the first sentence, CHG-MERIDIAN's liability for loss of profit and loss of information or data is excluded.

9. Miscellaneous

9.1

CHG-MERIDIAN is entitled to use subcontractors for the performance of its services, whereby the subcontractors currently being used are named here:

ServiceNow

ServiceNow Nederland B.V.
Hoekenrode 3
Amsterdam BR 1102

9.2

The customer may transfer the rights and obligations described herein to a third party only with the prior written consent of CHG-MERIDIAN.

9.3

These tesma Terms of Use and all disputes arising out of or in connection with them shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods.

9.4

The place of performance is the registered office of CHG-MERIDIAN AG (Franz-Beer-Str. 111, 88250 Weingarten, Germany). The exclusive place of jurisdiction for all disputes arising from or in connection with these tesma Terms of Use is the registered office of CHG-MERIDIAN AG.