Integration General Terms and Conditions

These Integration General Terms and Conditions (the "**Integration-GTC**") together with the Main Services Agreement (the "**MSA**") govern Choco's performance of Integration Services consisting of development of a technical infrastructure for digital transmission of information between the Cloud Service and Supplier's enterprise resource planning (the "**ERP**") system (the "**Integration**") and the Parties' obligations in relation to that.

These Integration-GTC, together with the Annex-1 attached thereto, constitute an integral part of the Agreement entered into between Choco and Supplier. Capitalised terms not otherwise defined in these Integration-GTC shall have the meanings assigned to them in the Agreement. In the event of any inconsistency between these Integration-GTC and the Agreement, the order of precedence prescribed in the MSA shall apply.

1. Subject Matter of the Integration-GTC

1.1 The subject matter of these Integration-GTC is the development of the Integration until its delivery to Supplier. Once accepted by Supplier, the Integration shall constitute a part of the Cloud Service.

1.2 Integrations built by or on behalf of the Supplier do not fall under the scope of these Integration GTC and Choco does not assume any responsibility for such integrations.

1.3 The services of Supplier's ERP provider that are accessed through the Integration do not fall under the scope of the Agreement and are solely governed by the terms and conditions of the specific ERP provider.

2. Provision of the Integration Services

2.1 If the Parties agree on a minimum number of active Customers for the launch of the Integration Services in the Order Form, then Choco will start to perform the Integration Services only once that minimum number is reached. A Customer shall be deemed active if it has placed at least one order with Supplier using the Cloud Service in the relevant calendar month ("**Active Customer**"). If the minimum number is not reached within twelve months from the Effective Date of the Agreement, either Party shall be entitled to terminate the Integration Services, unless Choco has already commenced with the performance of the Integration Services.

2.2 The Parties shall mutually agree on the scope and channel of Integration, based on the standard content, channels and file formats supported by Choco as described in Annex-1. In case of any subsequent additions or changes to the agreed-upon scope, Choco reserves the right to adjust the timelines and charge additional Fees taking into consideration any extra efforts required to implement the changes. Supplier shall ensure that Choco only gets access and permissions to the agreed transmission content and not to any other information that is not necessary for the Integration.

2.3 Supplier shall provide Choco with a distinct technical contact person from its ERP provider who shall have sufficient technical knowledge and capacity to cooperate with Choco for the provision of the Integration

Services.

2.4 Upon request, Supplier shall provide and shall ensure that its ERP provider provides Choco with all information required by Choco for the provision of the Integration Services in a timely manner, including sample catalog files, sample order files, API docs, documentation related to the system environment as well as with staging credentials and access rights to its ERP system and the test environment.

2.5 If Supplier cannot provide any test environment, then Supplier shall alternatively provide Customer information with which Choco can perform integration tests. Unless delivery of the test results is automated, Supplier shall provide Choco with the test results. Supplier shall ensure that the provided test environment corresponds to the same technical parameters as the live product environment. Supplier will provide Choco with (test) access data of the selected authentication method. Any Choco Deliverables provided by Choco for the Integration Services as well as instructions regarding their use shall be deemed Confidential Information of Choco and Supplier shall not be entitled to edit, distribute or post publicly the documentation or instructions for use.

2.6 Supplier shall inform Choco in a timely manner about any upcoming adjustments to its technical systems that could have an impact on the functionality of the Integration Services or the performance of Choco's obligations under the Agreement.

3. Acceptance Procedure

3.1 Choco shall submit the Integration to Supplier for inspection and acceptance and shall notify Supplier about such submission. Supplier shall test and inspect the Integration for its conformity with these Integration-GTC and shall do so within a reasonable period of time which shall not be longer than two (2) weeks. The Supplier shall notify Choco immediately of any defects in writing (email acceptable).

3.2 Supplier shall declare its formal acceptance in writing if the Integration is essentially in conformity with these Integration-GTC. Formal acceptance by Supplier may not be refused due to insignificant flaws or defects. Choco shall within a reasonable period of time use commercially reasonable efforts to remedy such insignificant defects after formal acceptance, provided Supplier has notified Choco in writing thereof during the inspection of conformity and prior to formal acceptance.

3.3 If, within a period of three (3) weeks after submission of the Integration, Supplier no longer reports any more significant defects or if Supplier agrees to deployment of the Integration into production environment, then the Integration shall be deemed formally accepted.

3.4 With respect to defects that were known to Supplier at the time of formal acceptance, defects that would have been obvious in the course of a proper inspection or defects that were otherwise not known to Supplier due to negligence or that were not reported by Supplier, Supplier will not be entitled to the rights related to defects as governed in section 9 of the MSA on Warranty, otherwise any defects that occur and notified to Choco after formal acceptance will be subject to section 9 of the MSA on Warranty.

3.5 If the Integration is delivered partially per component, the acceptance procedure shall apply mutadis

mutandis to each part.

Annex 1 - Integration Services

This Annex sets out the standard scope of Integration, in particular the transmission content, transmission channels, file formats and technical procedures supported by Choco. Supplier-specific customizations may be possible subject to additional charges.

A. Transmission Content

It is possible to transmit different components through an Integration. At a minimum, an Integration will transmit orders from Cloud Service to Supplier and Product Catalogs from Supplier to Cloud Service.

In addition to this minimum content, Choco supports transmission of prices, order comments, order confirmation, images, customer lists, Order Guides of Customers, order updates and edits.

Parties will agree on the transmission content in the technical coordination meeting. After such meeting, there may be a possibility for adding more components to the scope subject to additional charges.

B. Data Transmission

Data transmission may consist of one or a combination of the following technical channels:

1. HTTP(s) API

2. (S)FTP Server

> **a) Hosting by Choco**
> **b) Hosting by the Supplier or a third-party provider**

3. Choco App for an ERP system (Connector)

More details on the transmission channels are given below:

1. HTTP(s) API

Choco supports the following authentication:

> •Oauth 1.0 and 2.0
>
> •Basic Auth
>
> •Open ID

All other types of authentication (SAML, TLS, JWT,...) require detailed technical review and may be subject to additional fees. Choco will keep all credentials strictly confidential and use them only for the purpose of Integration.

Choco supports all common methods (GET, POST, PUT, PATCH) with a transmission of orders placed *via* POST and a retrieval of product catalogs *via* GET. Supplier will ensure endpoint availability throughout the entire term of the contract. Choco will repeat erroneous transmissions, but cannot guarantee a transmission in

the absence of available endpoints.

2. (S)FTP server

a) Hosting by Choco

Choco shall make a (S)FTP (SSH) server available and shall provide Supplier with username, password, URL and port. Supplier will be granted CRUD rights for the folders in question. Choco will provide separate (S)FTP servers for test and live operation.

b) Hosting by the Supplier

Supplier shall provide Choco with the username, password, URL and port of the (S)FTP server. Supplier shall ensure the availability of the endpoints throughout the entire term of the Agreement. Choco will repeat faulty transmissions but cannot guarantee a transmission in the absence of available endpoints.

3. Choco-App for an ERP system (Connector)

Choco provides system-side integration for selected ERP systems *via* an app or another standardized interface, whereby Choco builds a connector between the Cloud Service and Supplier's ERP.

C. File Formats

Choco supports multiple file formats for the exchange: CSV, XML, JSON, TXT, Excel, EDI, X12.
In the event there are unclear or missing specifications from the Supplier, Choco shall provide files in a standard format (including documentation).

D. Technical Procedure

1. Orders from Cloud Service to Supplier

After the Integration is delivered (deployed in the production environment), Choco will send the orders to Supplier in real time *via* one of the transmission channels or shall make them available on an (S)FTP server. The Supplier shall import the orders in real time into its own ERP system. The purchase orders will follow the prescribed format, but will at a minimum contain (if not explicitly defined otherwise):

- •Order number (unique)
- •Product numbers (as specified by Supplier)
- •Supplier number

2. Product catalogs from Supplier to Cloud Service

Supplier shall regularly send a (complete and up to date) Product Catalog and/or Order Guides of its Customers to Choco or make them available *via* one of the selected transmission technologies. Choco shall import them in real time or at least every 24 hours (unless explicitly defined otherwise).

Technical procedure for transmission of other components shall be agreed by the Parties. Unless agreed

otherwise, both Parties shall use commercially reasonable efforts to transmit all components through Integration in real time.