

## SOFTWARE LICENCE AGREEMENT - EMEREC (SLA)

OF ROSENBAUER INTERNATIONAL AG, FN 78543 F, LG LINZ

OF ROSENBAUER ÖSTERREICH GMBH, FN 86625 S, LG LINZ

OF ROSENBAUER E-TECHNOLOGY DEVELOPMENT GMBH, FN 477072 B, LG LINZ

### 1. DEFINITIONS

"Offer" refers to binding offers from RB, which became legally binding.

"Unauthorized third parties" means persons who access the EMEREC Data Center without knowledge and against the will of the CUSTOMER.

"EMEREC application" refers to EMEREC Pilot, EMEREC Mobile, EMEREC Office or another RB application that is installed on an EMEREC tablet, smartphone or THIRD-PARTY PC belonging to the CUSTOMER, which accesses the EMEREC Data Center or other content.

The "EMEREC Data Center" or "EMEREC Datencenter" refers to RB's hosting platform, which provides the data for EMEREC.

"EMEREC Mobile" refers to EMEREC's smartphone application, which accesses the EMEREC Data Center, and which must be set up by the CUSTOMER on his own Android or Apple devices.

"EMEREC Office" refers the EMEREC application, which accesses the EMEREC Data Center for data maintenance, and which must be set up by the CUSTOMER on a THIRD-PARTY PC.

"EMEREC PC" refers to a PC that can record information in digital or similar form and transform it into a special result according to a sequence of instructions.

"EMEREC Pilot" refers EMEREC's application, which accesses the EMEREC Data Center, and which must be set up by the CUSTOMER on the EMEREC tablet or THIRD-PARTY PC with a Windows operating system.

"EMEREC Alarm Monitor" refers to a web-based application from EMEREC, which accesses the EMEREC Data Center for mission visualization, and is retrieved by the customer on his own devices via a web browser.

"EMEREC Tablet" refers to a tablet PC with an operating system, which is provided by RB to the CUSTOMER for a charge.

"Third party" refers to - unlike RB - a provider of databases or other applications or content that is accessed by the CUSTOMER through the EMEREC Data Center.

"Third-party application" refers to an application that is not operated by RB itself and is provided to the CUSTOMER.

"Third party content" refers to content in third-party applications and content managed by the CUSTOMER in the EMEREC Data Center.

"THIRD-PARTY PC" refers to a PC through which the EMEREC Data Center is accessed and is provided by the CUSTOMER.

"Hardware" refers to all hardware components (e.g. PC, tablets, cameras etc.) that RB buys from third parties and resells to the CUSTOMER in accordance with the terms and conditions of the third party.

"Internal network" refers to a private, protected network source that is accessible only to authorized CUSTOMER users. The internal network does not include the internet or any other community networks that are open to the public, in particular membership or subscription-based groups, associations or similar organizations.

"CUSTOMER" refers to the customer, buyer, agreement partner.

"Parties" refers to the parties of this SLA.

"RB" is Rosenbauer International AG or Rosenbauer Austria GmbH or Rosenbauer E-Technology Development GmbH or another company of the Rosenbauer Group.

"Response time" refers to the maximum period until the beginning of the fault analysis by RB.

"SLA" or "Agreement" refers to the present software license agreement.

"EMEREC software" includes

the entire information with which this Agreement is delivered. Specifically, this includes

- software files and other computer information belonging to RB or others;
- patterns and stock photographs, images, audio, clipart and other artistic works;
- related content and technical explanatory material and files in electronic and printed form; and

all modified versions and copies of any updates, upgrades and additions to such information provided to RB's CUSTOMER at any time, except as otherwise provided under a separate Agreement (collectively "updates").

"Fault reporting" refers to the period when a malfunction can be reported to the service hotline.

"Agreement" see "SLA".

## **2. GENERAL**

2.1. EMEREC is a mobile information and deployment management system for emergency services. All rights to the EMEREC software, in particular intellectual property as well as all copyright exploitation rights (copying, distribution etc.) are the exclusive property of RB or its partners.

2.2. The CUSTOMER is interested in using the EMEREC software within the organization and to acquire the necessary rights. The parties conclude this Agreement to regulate the conditions for the release and use of the EMEREC software.

2.3. Services are exchanged with this Agreement. A corporate law connection between the parties is not justified.

2.4. The parties mutually agree that the CUSTOMER's terms and conditions, conditions of sale and/or delivery etc. shall not apply.

2.5. Both parties undertake to notify changes to the address / fax number / email address of the other party without delay. A legal action shall be deemed to have occurred if it has been demonstrably sent by a party to the above-mentioned or an updated address / fax number / email address and could not be received there, as the address / fax number / email address had since changed, and no notification about this had been sent.

## **3. SUBJECT MATTER OF THE AGREEMENT**

3.1. The subject matter of the Agreement is the transfer of use of the EMEREC software according to the agreed scope in the offer. For the duration of this Agreement, the CUSTOMER is provided with the subject matter of this Agreement for ongoing payment of the agreed rent (rental relationship) or against payment of the agreed fee for permanent use (purchase relationship).

3.2. The EMEREC software is delivered in machine code on a suitable data carrier or provided by RB for download. The source code is not part of the Agreement.

3.3. Further services, in particular hardware (e.g. PCs, tablets etc), the installation of the EMEREC software, services (e.g. training, service and support services) are only the subject of the Agreement if these have been expressly agreed in the offer. Otherwise, such services shall be invoiced by RB on a time and material basis and based on the currently valid price list.

## **4. SCOPE OF USE**

4.1. RB grants the CUSTOMER the right under this Agreement to download, install, use and/or otherwise benefit from the functionality of the EMEREC software. As long as the CUSTOMER has obtained the EMEREC software from RB or a third party designated by it, and as long as the CUSTOMER complies with the provisions of this Agreement, RB grants it a non-exclusive, simple license for proper use of the EMEREC software in the manner and for the purposes described in the documentation as follows:

### **4.2. General use / availability**

RB provides the CUSTOMER with a mission support system. The CUSTOMER must not base its decisions solely on the fact that access to the EMEREC Data Center is guaranteed, and from there to databases that may also be foreign databases that are not within RB's sphere of influence. EMEREC is thus defined as a "non-mission critical" system.

RB provides access by transferring the access data (user name, password) to the EMEREC Data Center. The CUSTOMER may (i) store data therein, (ii) instruct RB to store certain data, (iii) access third party data accessed by the EMEREC Data Center.

RB tries its best to provide access to EMEREC. However, RB cannot guarantee or assume liability for permanent availability. Availability is also dependent on the quality of access and data traffic, whereby third-party services that are not provided by RB but are also provided by the CUSTOMER or provided by third parties (e.g. cable construction to the EMEREC Data Center) contribute to the availability. In particular, network overload may occur during use.

The CUSTOMER is not entitled to any claims if access to the EMEREC Data Center is not available for a period of up to 48 hours, e.g. for maintenance or other reasons (e.g. updates, technical conversions etc.).

RB makes no guarantee and/or assumes no liability if an EMEREC application is impaired by third-party software (e.g. Windows updates, drivers etc.) or becomes inoperative during the agreement period. Although RB endeavors to propose a solution to the CUSTOMER in such cases, the CUSTOMER has no claim against this. The CUSTOMER alone is therefore responsible for checking the compatibility between the EMEREC application and third-party software, or for correcting any subsequent incompatibility.

#### 4.3. Installation on third-party devices

Insofar as the CUSTOMER provides the PC himself and does not obtain it from RB, the CUSTOMER must fulfil the system requirements specified in the EMEREC documentation and/or potential release notes. In this case, the CUSTOMER installs the EMEREC application on the THIRD-PARTY PC independently. RB does not guarantee and/or assume any liability for the compatibility or interoperability of EMEREC with operating systems, add-ons, programs or other applications installed by the CUSTOMER on the THIRD-PARTY PC or operated as part of automatic updates on the THIRD-PARTY PC. RB makes no guarantee and/or assumes no liability for an EMEREC application affecting the runtime behavior and/or executability and/or the usability of operating systems, add-ons, Windows updates, programs or other applications on the THIRD-PARTY PC.

#### 4.4. Backup copy / use in memory

The CUSTOMER is authorized to make a backup copy of the EMEREC software on the condition that this backup copy is not installed and/or used on any computer. A transfer of the rights to create a backup copy to third parties is not permitted. The CUSTOMER is entitled to use the EMEREC software as part of its intended use on his data processing systems, even if intermediate copies are made in the working memory.

#### 4.5. Third-party provider / foreign content / third-party applications

Information (i) which the CUSTOMER accesses via the EMEREC Data Center (e.g. hazardous substance database, instruction manual, rescue information on motor vehicles etc.), (ii) the CUSTOMER self-manages, creates or uploads (e.g. fire protection plans); as well as access to and contents of the databases (e.g. external video systems) of third party providers are not checked, maintained or controlled by RB. RB assumes no liability for the accessibility to these nor for the correctness, usability and completeness of its contents.

#### 4.6. Hardware

If the Agreement also includes hardware, this is expressly stated in the offer. RB sells the hardware to the CUSTOMER in accordance with the terms of the third party. Thus, only the third party's warranty and liability regulations apply and RB bears no responsibility whatsoever for such sales.

#### 4.7. Intellectual property rights

The EMEREC software and all authorized copies made by the CUSTOMER are the intellectual property of RB or its partners and are only authorized for exclusive use. The structure, organization and code of the EMEREC software represent valuable trade secrets and confidential information belonging to RB. The EMEREC software is legally protected. This Agreement grants the CUSTOMER no intellectual property rights in the EMEREC software, but only a right of use. All rights not expressly granted are reserved by RB.

#### 4.8. Restrictions and limitations of use

##### Fair use policy

As part of the EMEREC service, RB provides the CUSTOMER with storage space at the EMEREC Data Center for use in the context of operational support during operations. Use of storage space or the corresponding system resources is subject to a fair use policy, i.e. this is left to the CUSTOMER for reasonable use as part of its activity as an organization and in relation to the size of the organization. RB is entitled to correct contents and data or disruptive services in the event of server stability being impaired. If certain offers and options put a strain on server stability beyond normal levels, or if standard improvements need to be made, the functionality can also be changed.

#### Protection notices

Copying the EMEREC software, except in backup copy / use in memory cases is not allowed. Any approved CUSTOMER copy of the EMEREC software must have the same copyright and other proprietary notices appearing in or on the EMEREC software.

#### Changes

Modification, adaptation, translation or reverse engineering or any other action on the code of the EMEREC software is not permitted. The CUSTOMER may not decompile, disassemble, reverse engineer and/or otherwise attempt to discover the source code of the EMEREC software, except to the extent that it is authorized to do so under compelling law, e.g. decompilation (Section 40e Copyright Act) in order to establish interoperability with the EMEREC software.

#### Transfer

The CUSTOMER shall not rent, lend, sell, sublicense, assign or transfer the rights in the EMEREC software, or authorize the copying of the EMEREC software either in whole or in part, except as expressly provided in writing to RB or as specifically stated herein. Only if the CUSTOMER has acquired the subject matter of the Agreement may he sell it himself to the extent purchased.

#### Upgrades/updates

The CUSTOMER undertakes to carry out all upgrades / updates, unless he can name any significant reasons that prevent such an upgrade / update. As part of the "Release note", the CUSTOMER is informed about the content and purpose of the upgrade / update.

## **5. CUSTOMER OBLIGATIONS**

5.1. The CUSTOMER is required to ensure access to the EMEREC Data Center through proper contractual arrangements with third parties that allow access, i.e. build it up logically and physically.

5.2. The CUSTOMER is obliged to regularly check the access to the EMEREC Data Center as well as the hardware necessary for access to the EMEREC Data Center and to maintain it if necessary. In case of access problems, the CUSTOMER will inform RB.

5.3. The CUSTOMER is obliged to keep the contractual access data secret from unauthorized third parties. The CUSTOMER is obliged to keep the user name and password in such a way that access to this data by unauthorized third parties is impossible in order to prevent misuse of access by third parties.

5.4. The CUSTOMER is obliged to treat the alarm information as confidential and not to disclose it to third parties, otherwise the CUSTOMER bears full responsibility for this.

5.5. The CUSTOMER ensures that he has immediate access to all the information he gains access to via the EMEREC Data Center via conventional systems (e.g. in paper form) in case of emergency to avoid a possible failure of the system (e.g. charge status of the EMEREC tablet, access problems to the EMEREC Data Center, unavailability of the THIRD-PARTY CONTENT).

5.6. The CUSTOMER ensures that RB receives access to any interfaces and maintains this access, e.g. to the mission control computer. Any delays and/or misbehavior by the EMEREC Data Center or the EMEREC tablet or the third-party PC resulting from this access provided by the CUSTOMER shall be the sole responsibility of the CUSTOMER.

## **6. SERVICE LIFE**

6.1. Insofar as the parties have opted for a rental agreement (recurring charges) within the framework of the conclusion of the Agreement, the following provisions apply:

The CUSTOMER is entitled to use the EMEREC software during the term of this Agreement. This Agreement is concluded for the duration of the offer. At the end of the term, the Agreement is renewed for a further year, unless one of the two parties states that it does not want to renew the Agreement at least three months before expiry in writing by registered letter.

The right to extraordinary termination for cause remains unaffected. An important reason in particular applies if:

- the CUSTOMER violates contractual or legal obligations;
- insolvency proceedings are instituted against the assets of the CUSTOMER, or an application for the opening of such proceedings is rejected for lack of cost-covering assets, or conditions for initiating such proceedings or dismissal of such an application exist or the CUSTOMER ceases payments;

- the CUSTOMER has passed on the access data and these are used by third parties who are not active in the CUSTOMER's organization;
- the CUSTOMER does not fulfil a payment obligation when due;
- the CUSTOMER fills databases or storage space with inappropriate content (e.g. explicit, offensive data or content glorifying violence etc).

Upon termination of this Agreement, the CUSTOMER is no longer entitled to use the EMEREC software in any form whatsoever. The CUSTOMER will prove this to RB upon request.

6.2. Insofar as the parties have decided on a purchase relationship (one-time payment) within the framework of the conclusion of the Agreement, the following provisions apply:

The CUSTOMER's authority to use the EMEREC software is valid for an unlimited period of time and granted with full payment of the fee stated in the offer.

The granting of rights of use shall only take place at the time of the complete payment of fees by the CUSTOMER. Until full payment of the fee, RB revocably authorizes the use of the EMEREC software by the CUSTOMER. RB may revoke the use of such software for which the CUSTOMER is in default of payment for the duration of the delay.

## 7. CHARGES

7.1. Insofar as the parties have opted for a rental agreement (recurring charges) within the framework of the conclusion of the Agreement, the following provisions apply: The rental fee for the EMEREC software is specified in the offer and is due annually in advance. The CUSTOMER undertakes to pay RB this fee plus the statutory value added tax, together with any other applicable fees and taxes, to the said account. RB is entitled to carry out a value adjustment of this rental fee and will inform the CUSTOMER in due time. The basis for the value adjustment is the consumer price index published by Statistik Austria for the month prior to the conclusion of the Agreement. If this index is no longer published, the index replacing it shall be deemed to have been agreed, whereby at the end of the publication of the CPI, the underlying value of the index replacing it shall be used to calculate the remuneration and the value adjustment - regardless of an agreed fluctuation range - will be effective.

7.2. Insofar as the parties have decided on a purchase relationship (one-time payment) within the framework of the conclusion of the Agreement, the following provisions apply: The purchase fee (purchase price) for the EMEREC software is included in the offer and is due upon delivery of the EMEREC software. The CUSTOMER undertakes to pay RB this fee plus VAT at the rate of any other applicable fees and taxes to the named account.

7.3. Insofar as the CUSTOMER is in default of payment of the agreed fee, RB shall be entitled, under a single grace period, to block access until receipt of the fee, including interests and any costs of pursuing claims (e.g. collection costs, solicitors' fees, cash expenses etc.). In the event of blockage of access and subsequent re-establishment of access, the CUSTOMER undertakes to reimburse all expenses and costs of re-establishment according to the current price list at that time.

7.4. If the CUSTOMER does not pay the fee including interests and incidental costs even after granting a grace period, RB is entitled to terminate the Agreement with immediate effect and seek compensation.

7.5. The CUSTOMER shall only be entitled to offset if and to the extent that such counterclaims have been legally established by the court or acknowledged by RB. The CUSTOMER is not entitled to withhold payments. The CUSTOMER is especially not entitled to withhold payments due to warranty claims or other counterclaims.

## 8. OBLIGATION TO INSPECT AND GIVE NOTICE OF DEFECTS, GUARANTEE, THIRD-PARTY PROPERTY RIGHTS

### 8.1. Obligation to inspect and give notice of defects

The CUSTOMER undertakes to check the EMEREC software and the documentation without delay, but at the latest within 2 weeks after delivery or download for completeness and functionality.

Insofar as defects can be detected in the course of the investigation, the CUSTOMER shall be obliged to provide RB with a written notice of defects in the event of other loss of claims without undue delay, but at the latest within 2 weeks after delivery, with exact specification of the defects found. Concerning any defects that could not be determined despite proper inspection, the CUSTOMER must immediately, but within 1 week after discovery at the latest, submit a written notice of defects, specifying the defects found. If no inspection and complaint are made in the above sense, the CUSTOMER loses all claims for warranty, compensation for damages and consequential damage as well as for errors concerning freedom from defects.

## 8.2. Deadlines for rectification of defects in the event of completing a service & support package

The following agreement for the correction of defects shall apply exclusively during the term of a "Service & Support Package", which is automatically included in the case of continuing obligations (= rental of the EMEREC software) during the term of the Agreement (rental period) and is expressly to be agreed upon in the offer for purchase agreements:

RB will begin to analyze the error within 72 hours of reporting a system error, provided that the error message is within the period 09:00 to 16:00 CET or CEST from Monday to Thursday and 09:00 to 12:00 CET or CEST if reported on Friday. If the error message arrives after these times, it will be considered as received the next business day.

The following agreements apply

Technical support	Mon to Thu, 09:00 - 16:00 CET or CEST Fri 09:00 - 12:00 CET or CEST
Availability of a service employee	Mon to Thu, 09:00 - 16:00 CET or CEST Fri 09:00 - 12:00 CET or CEST
Response time	72 hours within the above periods
Service location	ROSENBAUER International AG's head office
Availability	By email: <a href="mailto:emerec@rosenbauer.com">emerec@rosenbauer.com</a>

## 8.3. Warranty remedies

RB only warrants that the EMEREC software will substantially perform the principal functions and conform to the accepted rules of technology and will not be subject to errors that cancel or reduce the value or fitness for normal or contracted use.

The CUSTOMER acknowledges that (i) functionality may be limited by installation errors, lack of interoperability with systems or programs, libraries or drivers; (ii) software can never be completely free of defects and a defect is only present if a malfunction of the EMEREC software is not due to other factors in the Customer's scope (systems, programs etc.) (iii) the CUSTOMER loses all warranty claims if he changes or processes the software EMEREC on his own initiative; (iv) RB may charge the CUSTOMER for the expenses incurred for the verification and correction of defects at the applicable rates of remuneration, unless a claimed defect cannot be attributed to a warranty obligation of RB following an appropriate investigation.

In the case of defects subject to warranty, RB is obliged to redeliver or improve within a reasonable period at its discretion. Insofar as a defect can be remedied by the installation of a new or improved version of the EMEREC software, the CUSTOMER shall be obliged to accept the elimination of the defect through such a reinstallation. The enforcement of warranty claims depends on the fact that defects are reproducible.

## 8.4. Duration of the warranty obligation

In the case of a lease, the following provision applies: The obligation to guarantee exists exclusively during the term of this Agreement. It begins with the delivery of the EMEREC software and ends with the ordinary or extraordinary termination or the regular end of the Agreement.

In the case of a purchase, the following provision applies: Claims arising out of or in connection with the warranty must be asserted to the responsible court within six months of delivery of the EMEREC software, otherwise they will be precluded.

## 8.5. Third-party property rights

RB warrants that the EMEREC software is free from third-party rights that restrict or exclude use to the extent specified in the Agreement. If the contractual use is impaired by property rights of third parties, RB shall have the right, in an extent that is reasonable for the CUSTOMER, either to modify the EMEREC software so that it falls outside the scope of protection or to obtain the power to use the EMEREC software in accordance with the Agreement without any additional costs and at no additional cost to the CUSTOMER.

## **9. LIABILITY AND LIMITATION OF LIABILITY**

9.1. In cases of slight negligence, the liability of RB and its employees, contractors or other vicarious agents ("people") for property damage or pecuniary loss is excluded, regardless of whether it is direct or indirect damage, lost profit or consequential damage, damage due to delay, impossibility, positive breach of contract / claim, negligence on conclusion of contract, due to defective or incomplete performance or damage from claims of third parties against the CUSTOMER. The existence of gross negligence or willful intent always has to be proven by the injured party. As far as the liability of RB is excluded or limited, this also applies to the personal liability of their people.

9.2. The above limitations of liability do not apply if the damage results from dangers, which are neither typical for the legal relationship nor foreseeable according to the particular circumstances of the individual case.

9.3. If the CUSTOMER itself is to be held liable on the basis of the Austrian Product Liability Act ("PHG") or corresponding foreign provisions, it expressly waives any recourse against RB, in particular within the meaning of Section 12 PHG or corresponding foreign provisions, unless RB's gross negligence is proven in this regard.

9.4. RB has no obligation to check, warn and/or inform with regard to circumstances or conditions of a technical or actual nature which lie outside the agreed scope of offer and performance. RB shall not be liable for any negative consequences resulting from the obvious or hidden unsuitability of the hardware and/or software, data, other substances and/or incorrect instructions provided by the CUSTOMER.

9.5. All liability claims against RB are based on the amount of the net value of the individual, possibly a liability claim or limited to actual coverage by any insurance policy concluded by RB, whichever is greater.

9.6. Also in the case of the ineffectiveness of exemption from liability, RB is not liable in case of force majeure. Force majeure shall be understood to mean unpredictable events of an extraordinary nature beyond the control of the parties. Force majeure also includes circumstances such as labor disputes and all circumstances otherwise independent of party will, such as natural disasters, fire, mobilization, seizure, terrorist attacks, embargo, insurrection, acts similar to war or civil war, travel warnings etc.

9.7. Liability claims against RB become time-barred 12 months after performance of the service in the case of tortious liability from knowledge or gross negligent ignorance of the circumstances, giving rise to the claim and the person liable for compensation.

9.8. RB strives to provide the best possible protection for the content from third-party access, but this does not constitute a contractual obligation of RB. The CUSTOMER is aware of this fact and will initiate corresponding security measures independently. The liability of RB in the event of unauthorized access to the CUSTOMER's data by third parties is thus completely excluded.

9.9. Unless otherwise stipulated in this Agreement, the liability of RB and its people is regulated conclusively in this point 8. Any further liability of RB and/or its people, regardless of the legal grounds, is excluded.

## **10. LANGUAGE VERSION**

This Agreement is issued originally in German. An English version, if attached, is only a translation aid. In case of doubt, the German version alone is authoritative.

## **11. CONFIDENTIALITY**

Both parties agree to keep each other's know-how, business and trade secrets, which they learn about each other during the execution of this Agreement, and to keep all know-how that is not generally known a secret from third parties and to oblige their employees accordingly.

## **12. FORCE MAJEURE**

Except for payment of the agreed fee as per the offer, neither party shall be liable to the other party for any failure or delay in performance under the Agreement due to circumstances beyond the reasonably expected and reasonable control of the party and shall apply especially in case of force majeure, acts similar to war or civil war, travel warnings, terrorist attacks, embargo, uprisings, natural disasters, accidents, industrial action etc.

### 13. JURISDICTION AND APPLICABLE LAW

13.1. This Agreement and all other contractual relationships (including initiation, conclusion, performance, cancellation and formation) between the parties shall exclusively be governed by the Austrian substantive laws excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of law rules.

13.2. All disputes arising out of this Agreement, its conclusion, execution and cancellation are the exclusive responsibility of the relevant court in Linz, Austria, but RB is entitled to appeal to the CUSTOMER's competent court instead.

### 14. FINAL PROVISIONS

14.1. The place of fulfilment for all obligations of the parties arising from or in connection with this Agreement is the registered office of Rosenbauer International AG.

14.2. This Agreement is conclusive with regard to its subject matter. Verbal collateral agreements, of whatever kind, do not exist at the time of conclusion of this Agreement. Changes to this Agreement must always be in writing. This also applies to an agreement to derogate from this written form requirement.

14.3. Any fees, taxes etc. are borne by the CUSTOMER.

14.4. Should individual provisions of this Agreement be wholly or partially invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected. The ineffective or unenforceable provision will automatically be replaced by an effective and enforceable provision that comes closest to the economic purpose pursued by the parties with the ineffective or unenforceable provision. This shall also apply if the invalidity or unenforceability of a provision is based on a measure of performance or time standardized in this Agreement. In such cases, a legally permissible measure of performance and time as close as possible to the desired is to be regarded as agreed. The same applies if there should be a gap in the regulation that needs to be supplemented in this Agreement.

14.5. Notifications of the parties, which must be made in writing, may also be made in writing by email or fax.

14.6. In all other respects, RB's General Terms and Conditions shall apply as amended at the time, available at [www.rosenbauer.com/agb](http://www.rosenbauer.com/agb) including subsequent pages.