

General Terms and Conditions of Delivery and Services

- Software -

(As of: 07/2025)

§ 1 Scope and Form

- (1) These Terms and Conditions shall apply to all IT services provided by us to the respective user ("Customer"). Such IT services include, without limitation, the provision and use of customized and standard software ("Software" or "Contract Software"), as well as the performance of maintenance and support services for our software products ("Software Maintenance"). The provision of documentation requires a separate written agreement. Where documentation is provided, the term "Software" shall hereinafter also include such documentation.
- (2) The Customer expressly agrees to these Terms and Conditions and shall be deemed to have accepted them by using the Software or by accepting the services.
- (3) Any general terms and conditions of the Customer that deviate from or conflict with these Terms and Conditions shall not apply, even if we have not expressly objected to them, or if, in full knowledge of such conflicting or deviating terms, we perform services for the Customer without reservation.

§ 2 Rights of Use

- (1) The Customer shall, upon full payment of the remuneration stipulated in the underlying agreement, be granted a simple, non-exclusive, perpetual, worldwide, and non-transferable right to use the Contract Software to the agreed extent. Permissible use shall include the intended use of the Contract Software by the Customer. Under no circumstances shall the Customer be entitled to rent out, sublicense, publicly reproduce or make publicly accessible, or otherwise make the acquired Contract Software available to third parties, whether for consideration or free of charge. § 2 (5) of these Terms and Conditions shall remain unaffected.
- (2) The aforementioned rights of use shall also apply to company-specific additional features that we install, develop, or will develop in the future for the Customer as a supplement to the standard system.
- (3) The Customer shall be entitled to create a backup copy where this is necessary to secure future use. A backup copy is a copy of the computer program that is kept in reserve for cases in which the original program copy is accidentally damaged or destroyed, lost, or otherwise rendered unusable. The backup copy may not be operated as an additional productive system. The Customer shall visibly mark the backup copy with the designation "Backup Copy" as well as with our copyright notice. Beyond this, the Customer shall not be entitled to make or have made any copies or reproductions of the Software without our prior written consent.
- (4) The Software shall be provided exclusively in machine-readable form ("object code"). The Customer shall have no claim to the delivery or use of the source code of the Software or the source code documentation. The Customer shall not be entitled to decompile, disassemble, or otherwise reverse engineer the Software for the purpose of obtaining the source code;

§ 69e of the German Copyright Act shall remain unaffected.

- (5) If the Customer uses the Contract Software to an extent that exceeds the acquired rights of use, whether qualitatively (with respect to the type of permitted use) or quantitatively (with respect to the acquired license rights), the Customer shall promptly acquire, against payment, the rights of use necessary for lawful utilization. If the Customer fails to do so, we shall enforce the rights to which we are entitled.
- (6) Copyright notices, serial numbers, and other features serving to identify the program may not be deleted, altered, obscured, or suppressed, and must always be reproduced when creating backup copies.
- (7) For third-party software programs, the license terms of the respective manufacturer shall apply. This also applies to open-source licenses where a software component is subject to an open-source license. Unless the applicable license already imposes an obligation to provide the license terms and other mandatory information, we shall make the third-party license terms available to the Licensee upon request.

§ 3 Fees, Maturity, and Default

- (1) All prices are quoted net, i.e., exclusive of any applicable value-added tax (VAT).
- (2) Cost estimates shall be binding only if made in writing.
- (3) The prices stated in our offers shall apply only if the full scope of the offered services is ordered.
- (4) Payments shall be made without any deduction within ten (10) calendar days from the date of invoice to one of our accounts. Upon expiry of this period, the Customer shall be in default without the need for any further reminder.
- (5) The Customer shall be entitled to rights of set-off or retention only to the extent that the Customer's claim has been finally adjudicated by a court of law or is undisputed.

§ 4 Customer's Cooperation Duties

- (1) The Customer has informed himself of the essential functional characteristics of the Contract Software and shall bear the risk that the Software meets his wishes and requirements. In cases of doubt, the Customer shall seek advice from us prior to concluding the contract.
- (2) The establishment of a functional hardware and software environment for the Contract Software — taking into account the additional load caused by the Contract Software — shall be the sole responsibility of the Customer.
- (3) The Customer shall prepare the working environment for the provision of our IT services accordingly and shall cooperate in the performance of the contract free of charge, in particular by providing personnel, IT systems, data, and telecommunication facilities.

- (4) The Customer shall be obliged to comply with the operating instructions and any other instructions issued by us.
- (5) The Customer undertakes to notify us without undue delay in writing of any defects that may arise. The defect and its circumstances shall be described clearly and as precisely as possible. In addition, any available documentation suitable for illustrating the defect shall be enclosed, in particular – where possible – a screenshot or a printout of the defective document. Where necessary, the data causing the defect shall be made available for testing purposes on a data carrier or by e-mail.

§ 5 Warranty

- (1) We warrant the agreed quality of the Contract Software and that the Customer may use the Contract Software without infringing third-party rights. The warranty for defects shall not apply to defects resulting from the use of the Contract Software in a hardware or software environment that does not meet the specified requirements, nor shall it apply to changes or modifications made by the Customer to the Software without our prior written consent.
- (2) Warranty claims shall be subject to the Customer's proper compliance with its duties of inspection and notification of defects pursuant to § 377 of the German Commercial Code (HGB). The Customer shall examine the Contract Software without undue delay upon receipt for any obvious defects and shall notify us thereof without undue delay; otherwise, warranty for such defects shall be excluded. The same shall apply if such a defect becomes apparent at a later date.
- (3) The Customer shall grant us access to the Contract Software for the purpose of error analysis and defect remediation, either directly or by remote access, at our discretion. We shall be entitled to verify whether the Contract Software is being used in accordance with the provisions of this Agreement.
- (4) Within the warranty period, the Customer undertakes to grant us a functional remote access without undue delay after notification of the defect.
- (5) In the event of a defect in the Contract Software, we shall initially be entitled to subsequent performance, i.e., at our discretion, either to remedy the defect ("rectification") or to deliver a replacement. As part of the replacement delivery, the Customer shall, where applicable, accept a new version of the Software, unless this would result in unreasonable impairments.
- (6) We shall be entitled to make the required subsequent performance conditional upon the Customer's payment of the purchase price due.
- (7) Only if subsequent performance has failed twice after a proper notice of defects and the setting of a reasonable deadline shall the Customer — subject to the statutory exceptions — be entitled to reduce the remuneration or to withdraw from the Agreement. In the case of an insignificant defect, however, there shall be no right of withdrawal. In addition to withdrawal, the Customer shall have no claim for damages on account of the defect.
- (8) In the event of defects in title, we shall, at our discretion, either procure for the Customer the legally unobjectionable right to use the Contract Software or

modify the Software in such a way that no third-party rights are infringed.

- (9) The Customer shall not have any warranty claims if the Software has been modified, used outside the specified environment, operated incorrectly, or if the Customer is responsible for the infringement of intellectual property rights.
- (10) If the Customer has culpably contributed to the occurrence of the defect, in particular by failing to comply with its duty to prevent and mitigate damages, we shall, following subsequent performance, be entitled to claim damages corresponding to the Customer's contributory fault.
- (11) We may demand reimbursement of expenses if no defect is present. § 254 of the German Civil Code (BGB) shall apply accordingly.
- (12) Except for claims for damages, warranty claims based on defects in quality shall become time-barred twelve (12) months after delivery, or after notification and activation of the access data for the download area, or after acceptance, as applicable.
- (13) If a maintenance agreement exists between the parties, the period for remedying defects shall be governed by the time periods stipulated in such maintenance agreement.

§ 6 Liability

- (1) We accept no liability for the accuracy or completeness of the Customer's data.
- (2) Our liability — including in the event of damages arising from breaches of duty during contractual negotiations (in particular also for damages not occurring in the delivery item itself), irrespective of the legal grounds — shall be limited to:
 - (a) intent;
 - (b) gross negligence by our corporate bodies or executive employees;
 - (c) culpable injury to life, body, or health;
 - (d) defects fraudulently concealed;
 - (e) breach of expressly assumed guarantees of quality;
 - (f) defects of the delivery item to the extent that liability exists under the German Product Liability Act (*Produkthaftungsgesetz*) for personal injury or property damage to privately used items.

In the event of a culpable breach of a material contractual obligation (i.e., an obligation the fulfillment of which is essential for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely), we shall also be liable for gross negligence by non-executive employees as well as for slight negligence; in the latter case, however, liability shall be limited to the damage typical of the contract and reasonably foreseeable.

- (3) The Customer acknowledges that, according to the state of the art, it is not possible to develop software and other programming services entirely free of errors.

- (4) Our liability for loss of data shall be limited to the typical recovery costs that would have arisen if regular and risk-adequate backup copies had been made.
- (5) The compensation of purely financial losses shall furthermore be limited by the general principles of good faith, for example in cases of disproportionality between the value of the contract and the amount of the loss.
- (6) Any further claims, irrespective of their legal basis — in particular claims for damages not arising in the delivery item itself — shall be excluded.
- (7) To the extent that our liability is excluded or limited, the same shall apply to the personal liability of our employees, representatives, corporate bodies, and vicarious agents.

§ 7 Force Majeure

- (1) Events of force majeure that materially impede or render impossible the performance of our contractual obligations shall release us, for as long as such event prevents performance, from our duty to fulfill our contractual obligations and from any liability for damages or other contractual remedies for breach of contract. This shall apply even if we are already in default of performance.
- (2) Force majeure shall be deemed to exist if external, unforeseen, and unavoidable circumstances occur for which we are not responsible, such as labor disputes, operational disruptions, natural disasters, shortages of raw materials or energy, disruptions in the supply chain, sabotage, failure of telecommunications, information systems, means of transport, or energy supply, currency or trade restrictions, embargoes, sanctions, official measures, compliance with laws or governmental orders, epidemics or pandemics, fire, war, civil unrest, or other events beyond our control, irrespective of whether such events occur in our own operations or in those of a third party on whose performance of the contractual obligation essentially depends.
- (3) We shall be obliged to inform the Customer without undue delay of the occurrence and cessation of such an impediment.

§ 8 Protective Measures and Audit Rights

- (1) The Customer shall protect the Contract Software and, where applicable, the access data for online access against unauthorized access by third parties through appropriate measures. In particular, all copies of the Contract Software as well as the access data shall be stored in a secure location.
- (2) At our request, the Customer shall enable us to verify the proper use of the Contract Software, in particular whether the Customer is using the program qualitatively and quantitatively within the scope of the license rights acquired. For this purpose, the Customer shall provide us with information, grant access to relevant documents and records, and allow us or an auditing firm appointed by us and reasonably acceptable to the Customer to review the hardware and software environment in use. We may conduct the audit on the Customer's premises during its regular business hours or have it carried out by third parties bound to confidentiality. We shall ensure that the Customer's business operations are disrupted as little as possible by such on-site activities. If the audit reveals that the acquired license rights have been exceeded or that the Software has otherwise been used

in breach of the Agreement, the Customer shall bear the costs of the audit; otherwise, the costs shall be borne by us.

§ 9 Confidentiality and Data Protection

- (1) The Parties undertake to keep each other's Confidential Information strictly confidential for an unlimited period of time and to use and exploit such information solely for the purpose of performing the contractual agreement between the Parties. Furthermore, the Parties undertake not to make Confidential Information available to any third party (including affiliated companies, advisors, etc.), either directly or indirectly, without the prior written consent of the other Party. The Parties shall take appropriate measures to protect the Confidential Information, such measures to be no less stringent than those used by the Parties to protect particularly sensitive information relating to their own business.
- (2) "Confidential Information" means all information and documentation of the respective other Party that is marked as confidential or must reasonably be regarded as confidential under the circumstances, in particular any software including source code, any trade secret, any information and all data or other non-public or confidential information relating to products, processes, know-how, designs, formulas, algorithms, drafts, developments, research, computer programs or parts thereof (including source code), interfaces, databases, and other copyright-protected works, as well as any other information concerning the business operations of the Parties and their employees, advisors, licensees, or other persons attributable to that Party, which is disclosed in connection with the contractual relationship or otherwise communicated as confidential in written, electronic, tangible, or oral form.
- (3) The foregoing obligation shall not apply to Confidential Information that,
 - a) that was demonstrably already known to the Recipient at the time of conclusion of the Agreement, or subsequently becomes known from a third party without breaching any confidentiality agreement, statutory provisions, or official orders;
 - b) was publicly known at the time of conclusion of the Agreement or subsequently becomes publicly known, provided that this is not the result of a breach of this Agreement;
 - c) that must be disclosed pursuant to statutory obligations or by order of a court or governmental authority. To the extent permitted and possible, the Recipient required to disclose shall inform the other Party in advance and give it the opportunity to oppose such disclosure.
- (4) The Parties shall grant access to Confidential Information only to such advisors who are subject to professional confidentiality obligations or who have previously been bound by confidentiality obligations equivalent to those of this Agreement. Furthermore, the Parties shall disclose Confidential Information only to those employees who need to know such information for the performance of the contractual relationship, and shall obligate such employees, to the extent permissible under labor and data protection law, to maintain confidentiality even after their employment has ended.

- (5) The Customer shall be responsible for compliance with all data protection regulations regarding the processing of traffic data as well as personal data and shall ensure such compliance in the event of access by us. The Customer agrees to the processing and storage of data that become known to us in the course of the contractual relationship and are necessary for the performance of the Agreement.

§ 10 Applicable Law, Place of Jurisdiction

- (1) These Terms and Conditions, as well as all contracts concluded on the basis thereof and all contractual relationships between us and the Customer, shall be governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict of law rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) If the Customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the exclusive — also international — place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office. The same shall apply if the Customer is an entrepreneur within the meaning of § 14 of the German Civil Code (BGB). However, in all cases we shall also be entitled to bring an action at the place of performance of the contractual obligation in accordance with these Terms and Conditions or a prevailing individual agreement, or at the Customer's general place of jurisdiction. Mandatory statutory provisions, in particular regarding exclusive jurisdictions, shall remain unaffected.

§ 11 Final Provisions

- (1) The Customer may assign claims against us to third parties only with our prior written consent.
- (2) The Parties acknowledge that the Contract Software may be subject to export and import restrictions. In particular, license requirements may exist, or the use of the Software or related technologies abroad may be subject to restrictions. The Customer shall comply with any applicable export and import control regulations as well as all other relevant provisions. Our performance of the Agreement shall be subject to the condition that there are no obstacles arising from national or international export and import regulations or from other statutory provisions.
- (3) Should any provision of these Terms and Conditions or of the Agreement be or become invalid, in whole or in part, the validity of the remaining provisions shall not be affected thereb.