

## General Terms

### 1. Scope of Application

- 1.1 These General Terms and Conditions shall apply exclusively to entrepreneurs, legal persons under public law, or special funds under public law within the meaning of Section 310(1) of the German Civil Code (BGB) (hereinafter also referred to as the "Customer"). Any terms and conditions of the Customer that conflict with or deviate from these Terms and Conditions shall not apply unless Garancy AG (hereinafter "Garancy") has expressly agreed to their application in writing.
- 1.2 These General Terms and Conditions consist of the General Section, the Definitions, and the Special Sections (e.g. licence terms for the perpetual use of software or terms for software maintenance). The Individual Contract concluded with the Customer shall determine which terms shall apply. In the event of conflicting terms, the following order of precedence shall apply: (1) the Individual Contract, (2) the Special Section of Garancy's General Terms and Conditions, and (3) the General Section of Garancy's General Terms and Conditions.

### 2. Quotation and Formation of Contract

- 2.1 Quotations are non-binding unless expressly stated otherwise in writing in the quotation. A contract shall only be formed upon Garancy's written order confirmation or upon Garancy commencing performance of the order. Any oral agreements or undertakings shall only be valid if confirmed in writing by Garancy.
- 2.2 Garancy retains title and/or copyright in all documents made available to the Customer, including quotations and cost estimates. Such documents shall be subject to the confidentiality provisions set out in Clause 9 of these Terms and Conditions.

### 3. Prices and Payment

- 3.1 Prices are stated in Euros and are exclusive of any applicable statutory value added tax (VAT). Costs for packaging, delivery, customs duties, charges and any other public levies shall be invoiced separately.
- 3.2 Invoice amounts shall be payable in full, without deduction, within 14 days of receipt of the invoice. Any discount for early payment shall only be permitted if expressly agreed in writing.
- 3.3 The Customer shall not be entitled to set off any counterclaims against invoiced amounts unless such counterclaims are undisputed or have been finally determined by a court of competent jurisdiction.
- 3.4 Licence fees and maintenance fees are non-refundable (including, without limitation, in the event of a reduction in the number of users, the MIPS/MSU utilised, or a change in the type of licence).

### 4. Delivery, Transfer of Risk, Licence Keys, Delivery Period

- 4.1 The software subject to the contract and the documentation shall be made available for download only. Deliveries are made ex works. Risk shall pass upon provision for download and notification to the Customer. Unless otherwise agreed in writing, Garancy shall not be obliged to install, customise or commission the software or to provide training.
- 4.2 Garancy shall provide product documentation for the contractual software, at its discretion, in either English or German.
- 4.3 Upon request (including prior to conclusion of the contract), Garancy shall provide details of the technical system requirements necessary for operation of the software (e.g. regarding database and operating system). Such requirements are also set out in the product documentation.
- 4.4 Licence keys are required for use of the software. Garancy shall provide such licence keys upon receipt of full payment. If Garancy provides temporary licence keys in advance pending full payment, such keys may be revoked at any time.
- 4.5 Delivery and performance dates or deadlines shall only be binding if expressly agreed as fixed dates.
- 4.6 If delivery or performance is delayed and Garancy is responsible for such delay, the Customer shall only be entitled to withdraw from the contract if a reasonable additional period for delivery set by the Customer has expired without result.
- 4.7 If Garancy is liable for damages due to delay in delivery or performance, or due to impossibility of performance, such liability shall be limited in accordance with Clause 8 of these Terms and Conditions. Reasonable partial deliveries shall be permitted without separate agreement; each partial delivery shall constitute a separate contract.
- 4.8 In the event of circumstances beyond a party's reasonable control or for which it is not responsible (force majeure), including but not limited to war, natural disaster or industrial action, the affected party shall be released from its obligation to perform for the duration of the disruption. Delivery and performance periods shall be extended accordingly. The affected party shall inform the other party of such disruption without undue delay. If the end of the disruption is not foreseeable, or if it continues for an unreasonable period having regard to the agreed delivery or performance dates and the interests of both parties, and continuation of the contract becomes unreasonable for a party, that party shall be entitled to withdraw from the contract. Any further

claims, in particular claims for damages, shall be excluded.

- 4.9 The Customer shall be responsible for compliance with all applicable import and export control regulations relating to the deliveries and services, particularly those of the United States. Unless otherwise expressly agreed, the Customer shall be solely responsible for handling any legal or administrative procedures in connection with cross-border deliveries or services.

#### 5. Place of Performance

The place of performance for all obligations arising out of the contractual relationship shall be Berlin or Cologne, at Garancy's discretion, unless otherwise agreed.

#### 6. Defects

- 6.1 Only the specifications set out in the product documentation and, where applicable, in supplementary specifications shall constitute the agreed quality of the software or services. Such information shall be made available to the Customer upon request (including prior to conclusion of the contract). Public statements, promotional materials and advertising, including in brochures, presentations or on websites, shall not constitute contractual specifications of quality. The Customer shall be responsible for verifying the suitability of the software for its specific purposes on the basis of the supplier's information.
- 6.2 The Customer shall install the software without undue delay and shall examine the software and services for functionality and defects. The Customer shall notify Garancy in writing of any defects arising during the warranty period without undue delay upon becoming aware of them, describing the defect in a comprehensible manner.
- 6.3 Claims for defects shall be excluded if the defect cannot be reproduced or cannot be demonstrated on the basis of written or machine-generated output.
- 6.4 In the event of defects rendering the software or services unsuitable or materially impairing their suitability for the ordinary or contractually agreed use, Garancy shall, at its discretion and within a reasonable period, first remedy the defect by repair or replacement. Rectification may also be effected, at Garancy's discretion, by providing a workaround solution of equivalent functionality or a program designed to remedy the defect (e.g. a fix or service pack). Garancy may also provide a new software version (e.g. product release or version) if this remedies the defect. The provision of workarounds, defect corrections or new versions shall constitute remedial performance, and the Customer shall accept such measures provided that the functionality is not materially altered and acceptance is

reasonable. Garancy shall be entitled to at least two attempts at rectification. If rectification fails, the Customer may, at its discretion, reduce the purchase price or withdraw from the contract. The Customer shall also be entitled to such rights if Garancy seriously and definitively refuses to remedy the defect or if rectification is unreasonable for the Customer.

- 6.5 Claims for defects shall not arise in the case of only minor deviations from the agreed quality, minor impairments of usability, or defects caused by external factors or circumstances not provided for in the contract and beyond Garancy's control, including use of the software in a system environment or on a platform not recommended in the product documentation. Liability for defects shall be excluded if the Customer modifies the software or has it modified by third parties without Garancy's consent, unless the Customer demonstrates that such modification did not cause the defect and does not impede or render unreasonable the rectification of the defect. The foregoing shall also apply in the event of integration with third-party hardware and/or software not authorised by Garancy or in the event of non-contractual or improper use. In such cases, the Customer shall bear any additional costs incurred in remedying defects. If Garancy provides services in connection with troubleshooting or defect rectification without being under an obligation to do so, Garancy shall be entitled to charge remuneration in accordance with its current hourly rates. Remuneration shall also be payable for additional expenditure incurred because of the Customer's failure to comply with its obligations to cooperate.
- 6.6 In the case of defects in third-party standard software supplied by Garancy which Garancy is unable to remedy due to legal or factual constraints, Garancy shall, at its discretion, either assert its defect claims against the manufacturer or supplier on behalf of the Customer at the Customer's expense or assign such claims to the Customer. If enforcement of such claims against third parties is unsuccessful, the Customer's defect claims against Garancy under these Terms and Conditions shall remain unaffected.
- 6.7 The Customer shall provide reasonable assistance to Garancy in remedying defects, in particular by supplying necessary information.
- 6.8 Claims for defects shall become time-barred after twelve (12) months. The limitation period shall commence upon Garancy's full performance of its delivery obligations. This reduction of the statutory limitation period shall not apply in cases of intent or gross negligence, fraudulent concealment of a defect, injury to life, body or health, or

claims under the Product Liability Act.

- 6.9 The limitation of liability set out in Clause 8 of these Terms and Conditions shall apply to claims for damages or reimbursement of expenses.
- 6.10 Garancy's handling of a notification of a material defect shall only suspend the limitation period where the statutory requirements for suspension are met; it shall not cause the limitation period to recommence.
- 6.11 Any claims for defects and liability in respect of open-source software provided free of charge shall be excluded, except in cases of intent, gross negligence, or fraudulent concealment of defects (in accordance with Sections 521 et seq. of the German Civil Code (BGB)).

### 7. Infringement of Third-Party Rights

- 7.1 Garancy shall only be liable for infringement of third-party rights by its software or services if the software or services are used by the Customer in accordance with the contract, in particular within the agreed scope of use. The Customer shall bear the burden of proof for such contractual use. If third parties assert claims against the Customer in connection with the use of the software or services on the grounds of copyright infringement, infringement of other intellectual property rights or under competition law, the Customer shall notify Garancy without undue delay. At Garancy's request, the Customer shall immediately cease use of the software or services and inform the third party that such cessation does not constitute an admission of liability. Garancy shall have sole conduct of the defence against such claims.
- 7.2 If the software or services provided by Garancy infringe third-party rights, Garancy shall, at its discretion and at its own expense:
- (a) procure for the Customer the right to continue using the software or services; or
  - (b) modify or replace the software or services so that they are free from infringement; or
  - (c) withdraw the software or services and refund the remuneration paid by the Customer, less reasonable compensation for use, if Garancy is unable to remedy the infringement by other reasonable means.
- The Customer's legitimate interests shall be duly taken into account.
- 7.3 Claims for damages and reimbursement of expenses shall be subject to Clause 8 of these Terms and Conditions.

### 8. Liability

- 8.1 Garancy shall be liable to the Customer in accordance with statutory provisions:
- (a) for wilful misconduct and gross negligence, including that of its legal representatives and agents;

- (b) for damage resulting from injury to life, body or health caused by Garancy, its legal representatives or agents; and

- (c) under the Product Liability Act.

- 8.2 Garancy shall not be liable for slight negligence unless it involves a breach of an obligation the fulfilment of which is essential for the proper performance of the contract, the breach of which would jeopardise the achievement of the contractual purpose and on the observance of which the Customer may regularly rely (a "cardinal obligation"). In such cases, liability for damage to property and financial loss shall be limited to losses typical for the contract and reasonably foreseeable.
- 8.3 Liability for indirect or consequential losses beyond the scope set out above shall be excluded.
- 8.4 In cases of slight negligence, liability per individual claim shall be limited to 50% of the contract value; in the case of recurring remuneration, to the amount of the remuneration per contract year. The aggregate liability for all claims arising from slight negligence shall be limited to the total contract value.
- 8.5 Liability for loss of data shall be limited to the typical cost of restoration that would have been incurred if backup copies had been made regularly and in accordance with the risk. Garancy shall not be liable for any such damage resulting from the Customer interrupting or discontinuing use of the software.
- 8.6 Claims for damages shall become time-barred after one (1) year. The limitation period shall commence in accordance with Section 199(1) of the German Civil Code (BGB) and shall expire at the latest three (3) years after the claim arises. This reduction of the limitation period shall not apply in cases of wilful misconduct or gross negligence, fraudulent concealment of a defect, injury to life, body or health, or claims under the Product Liability Act.
- 8.7 The above limitations and exclusions of liability shall apply accordingly.
- 8.8 With respect to open-source software provided free of charge, Clause 6.11 shall apply to Garancy's liability towards the Customer.
- 8.9 The above provisions shall also apply for the benefit of Garancy's corporate bodies, legal representatives, employees and other agents.

### 9. Confidentiality

- 9.1 The parties undertake, without limitation in time, to treat as confidential all confidential information and trade secrets ("Confidential Information") of the other party obtained in connection with the contract, to protect such information appropriately against access by third parties, and to use it solely for the purpose of performing

the contract.

In particular, the following shall constitute Confidential Information, irrespective of the form in which it is disclosed (including written, electronic, oral or digital form):

(a) software products, software specifications, source code, know-how, inventions, business processes, business policies or practices, financial information, research and development activities, pricing, training methods, business plans, business relationships, personnel planning, and advertising and marketing strategies;

(b) any documents and information of the disclosing party that are subject to technical and organisational confidentiality measures and are designated as confidential or are to be regarded as confidential by their nature or the circumstances of their disclosure;

(c) the existence and content of the individual contract, in particular its terms and conditions.

The obligation of confidentiality shall not apply to information which is lawfully in the possession of a party prior to disclosure or which becomes known to it outside the scope of the contract without breach of any confidentiality obligation. The obligation shall also not apply where disclosure is required by law or by a regulatory authority.

9.2 Confidential Information may only be disclosed to those employees who require such information for the performance of the individual contract within the scope of the agreed rights and obligations. Such employees shall be bound to confidentiality by the respective party, to the extent permitted by employment law.

9.3 The parties acknowledge that electronic and unencrypted communication (e.g. by email) entails security risks. They shall not assert any claims arising from the absence of encryption in connection with such communication unless encryption has been expressly agreed in advance.

## 10. Termination

Either party may terminate the individual contract at any time for cause. Garancy shall, in particular, be entitled to terminate the individual contract for cause if the Customer (i) fails to comply with its payment obligations after the expiry of a reasonable period for remedy, or (ii) breaches the licence terms.

## 11. Final Provisions

11.1 Garancy AG and its affiliates within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) shall be entitled to identify the Customer in connection with marketing activities, marketing materials and other publications, including promotional

publications. Garancy shall also be entitled to disclose key details relating to the conclusion of the contract to the extent required by mandatory disclosure obligations.

11.2 Garancy shall be entitled to assign the contract to affiliated undertakings within the meaning of Sections 15 et seq. AktG without the Customer's consent, provided that such assignment is not unreasonable for the Customer.

11.3 The courts of Berlin shall have exclusive jurisdiction to settle any disputes arising out of or in connection with the business relationship between Garancy and the Customer.

11.4 This contract and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

11.5 Any variations or amendments to these General Terms and Conditions or to the contract shall be made in writing. This shall also apply to any variation of this clause.

11.6 If any provision of the individual contract or these General Terms and Conditions is or becomes invalid in whole or in part, the validity of the remaining provisions shall not be affected.