

General Terms and Conditions (TRIOVEGA GmbH)

Part A: General provisions

1. Scope and conclusion of Contract

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") apply to all business relationships between the Provider and the Customer and are an integral part of every contract between the parties, insofar as the Customer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

1.2 Unless otherwise agreed in writing, these GTC shall apply in the version valid at the time of the order by the Customer, but in any case in the version last communicated to the Customer in text form. They also constitute a framework agreement for comparable contracts in the future, without the Provider having to refer to them again in each case. The Provider's GTC shall apply exclusively.

1.3 The Customer's general terms and conditions shall not become part of a Contract between the parties. The Provider expressly objects to the inclusion of such general terms and conditions of the Customer, unless the Provider has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, even if the Provider grants the Customer unconditional access to its software or services, irrespective of any knowledge of the Customer's general terms and conditions.

1.4 All offers of the Provider are subject to change and non-binding, unless they are expressly marked as binding or

contain a specific acceptance period. The Provider can accept orders or commissions within (14) days of receipt (Order Confirmation).

1.5 **Affiliated companies:** The parties agree that an affiliated company of the Customer within the meaning of Sections 15 et seq. of the German Stock Corporation Act may order Software, Hardware and/or Services from the Provider on the basis of and in accordance with these GTC by the Customer's affiliated company concluding a Contract directly with the Provider. In this case, the Customer's affiliated company shall be treated as a "Customer" within the meaning of these GTC and shall be bound by the provisions of these GTC.

1.6 **Order of precedence:** The Contract consists of the following contractual components, which apply in the following order. In the event of contradictions, the higher-ranking part of the Contract shall take precedence:

1.6.1 Data Processing Agreement (DPA) (if applicable),

1.6.2 Negotiation protocol (if agreed),

1.6.3 Order Confirmation,

1.6.4 Part B of these GTC,

1.6.5 Part A of these GTC,

1.6.6 Offer,

1.6.7 Product descriptions of the Provider according to the offer,

1.6.8 Service agreements of the Provider according to the offer.

2. Supplementary provisions

Part B of these GTC contains "Supplementary provisions for IT services". The special provisions of Part B take precedence over those of Part A. Part B consists of the following Annexes:

- **Annex 1** contains "Special provisions for Software and Hardware subscription".
- **Annex 2** contains "Special provisions for Software and Hardware purchases".
- **Annex 3** contains "Special provisions for development of Customized Software".

3. Definitions

3.1. "Services" are all services that the Provider provides to the Customer on the basis of a Contract. The Services may include, in particular (but are not limited to) development and programming of Customized Software, enhancements, implementation or configuration services, installation services (hardware and software), training or consulting services, provision of Software-as-a-Service (SaaS) or other online services.

3.2. "Extensions" are Customer-specific adaptations or extensions of the Standard Software.

3.3. "Major Versions" are Releases in which the first digit in the version number (according to Semantic Versioning) is increased (e.g. 1.y.z. becomes 2.y.z).

3.4. "Minor Versions" are Releases in which the second digit in the version number (according to Semantic Versioning) is increased (e.g. x.1.z. becomes x.2.z).

3.5. "Patches" are Releases in which the third digit in the version number (according to Semantic Versioning) is increased (e.g. x.y.1. becomes x.y.2).

3.6. "Hardware" is the physical component of a data processing system that is supplied or made available to the Customer by the Provider under a Contract.

3.7. "Customized Software" is a software specifically developed by the Provider for the Customer.

3.8. "Deliverables" are Software and Hardware.

3.9. "Software" refers to both the Standard Software and the Extensions and also includes Releases.

3.10. "Standard Software" is software that covers an area of application defined by the Provider and is offered on the market as a "out-of-the box" product.

3.11. "Releases" are released Software packages, e.g. Major Versions, Minor Versions, Patches or Hotfixes.

3.12. "Contract" is defined in section 1.6.

4. Subject matter of the Contract

4.1. The Customer may only use the Software, Hardware and Services in accordance with the Contract and these GTC.

4.2. The nature agreed of the Deliverables shall be conclusively determined by the product description valid at the time of dispatch or provision of the Deliverables and available to the Customer prior to conclusion of the Contract. The Provider does not owe any further quality of the Deliverables. In particular, the Customer cannot derive such an obligation from other representations of the Deliverables in public statements or in the advertising of the seller and/or the manufacturer, as well as their employees or sales partners, unless the Provider has expressly confirmed the additional quality in writing.

4.3 The Provider gives neither a separate guarantee for the quality of the Deliverables nor any other guarantee of quality.

4.4 Insofar as employees of the Provider make declarations on guarantees prior to conclusion of the Contract, these shall only be effective if they are confirmed in writing (written form) by the management of the Provider.

4.5 The Software is intended for the intended use. The known version-dependent system limitations and errors of the Software will be made available on request. These are the subject of the agreed quality.

5. Duplication of the Software

5.1 The Customer is entitled to reproduce the Software and the documentation if and insofar as this is necessary for the intended use. The Customer is entitled to make copies of the Software insofar as these are necessary to secure the future use of the Software and for the purposes of data backup and archiving in accordance with the Customer's operational requirements. Backup copies on movable data carriers shall be marked as such and provided with the copyright notice of the original data carrier. The Customer is obliged to inform the Provider on request about the number, storage medium and storage location of the copies made.

5.2 The Customer's right to reproduce the program code of the software under the conditions of Section 69d(1) German Copyright Act (UrhG) remains unaffected. Other reproductions are not permitted.

6. Obligations of the Customer

6.1 Decompilation of the Software is only permitted if the requirements and conditions specified in Section 69e(1) German Copyright Act (UrhG) are met. The information obtained in this way may not be used or passed on contrary to the

provisions of Section 69e(2) German Copyright Act (UrhG).

6.2 Software markings, in particular copyright notices, trademarks, serial numbers or similar, may not be removed, altered or made unrecognizable.

6.3 The Customer is obliged to notify the Provider immediately of any defects in the Software, Hardware, Services or Customized Software. In doing so, the Customer shall take into account the Provider's instructions for fault and problem analysis within the scope of what is reasonable for him and shall forward to the Provider all information available to him that is necessary for the elimination of the defect.

6.4 The Customer must take suitable precautions to protect the Software from unauthorized access by third parties.

6.5 The Customer shall take appropriate precautions in the event that the Software or the Customized Software does not work properly in whole or in part (e.g. through daily data backups, fault diagnosis, regular checks of the data processing results).

6.6 If right of purchase applies, the Customer shall test the Software or Hardware for freedom from defects and for usability in the existing Hardware and Software configuration before using it. This also applies to Software that the Customer receives as part of the warranty and maintenance. Section 377 German Commercial Code (HGB) shall apply.

6.7 If the Provider provides troubleshooting services without being obliged to do so (e.g. due to warranty), it may demand the agreed remuneration for this or, if no such agreement has been made, remuneration from the Customer in accordance with its usual daily rates valid at the

time the service is provided. This applies in particular if a defect cannot be proven or is not attributable to the Provider. The Provider shall also be remunerated for any additional expenses incurred by the Provider as a result of the Customer's failure to properly fulfill its obligations under this Section 6 or Section 3 of Annex 1. The Customer is free to raise the objection of contributory causation or contributory negligence on the part of the Provider.

6.8 The Customer is not entitled to use the software and/or hardware beyond the agreed use or to have it used by third parties or to make the Software and/or Hardware accessible to third parties without the prior consent of the Provider. Excluded from this is the transfer of the Software to a hosting provider of the Customer, provided that the hosting is carried out by the hosting provider for the Customer's internal business purposes. In particular, the Customer is not permitted to reproduce, sell or transfer the software for a limited period of time, in particular not to rent or lend it, without the prior consent of the Provider.

6.9 If third parties assert claims that prevent the Customer from exercising the rights of use granted to him under the Contract, the Customer shall inform the Provider immediately in writing and hereby authorizes the Provider to assert or conduct any defenses and lawsuits against third parties in and out of court alone. If the Customer is sued, the Customer shall consult with the Provider and shall only take legal action, in particular acknowledgements and settlements, with the Provider's consent.

7. Releases

7.1 The Provider shall only provide Software Releases for the current Major Version.

7.2 The Customer has no right to demand that the Provider maintains an older Major Version of the Software and performs maintenance and repair work for it. If the Customer wishes to do so, it must conclude a separate agreement with the Provider in writing.

7.3 The Customer is obliged to install and use all Releases provided by the Provider without delay.

7.4 The Provider assumes no liability for defects or damage if the Provider has informed the Customer about available Releases of the Software and has provided these and the Customer does not install these Releases without culpable delay. If the Provider is obliged to provide a Release, this shall only apply if the defect or damage is attributable to the lack of the Release.

7.5 The Customer shall inform the Provider of each successful installation of a Release.

8. Open-source software and third-party software

Parts of the Software or the Customized Software may contain open-source software or third-party software. In the event of a conflict between the provisions of these GTC and the licenses that apply to the open-source software or third-party software, these open-source software or third-party software licenses shall always take precedence with regard to the Services (or parts thereof) that are the subject of these open-source software or third-party software licenses.

9. Acceptance

9.1 If the Software, Hardware or a Service constitutes a work capable of acceptance, the following shall apply:

9.2 The Customer is obliged to accept the work produced in accordance with

the contract and to declare acceptance in writing ("Acceptance"). The Provider shall inform the Customer of completion and set the Customer a reasonable deadline for Acceptance. Acceptance cannot be refused due to insignificant defects.

9.3 The work shall be deemed to have been accepted if the Customer has not refused Acceptance in writing (written form) within eight (8) weeks of the work being made available, stating at least one defect.

10. Terms of payment, license audit

10.1 The agreed prices and license fees shall apply to the scope of Services and Deliverables agreed in the Contract. Additional or special Services shall be invoiced separately. The prices and license fees are quoted in EUR exworks plus - if applicable - transport, packaging, statutory VAT, customs duties in the case of export deliveries as well as fees and other public charges. If the Customer fails to pay by the due date, interest shall be charged on the outstanding amounts from the due date at 9% above the base interest rate p.a.; the right to claim higher interest and further damages in the event of default shall remain unaffected.

10.2 Services on a time and material basis are invoiced monthly in arrears on the basis of the hours actually worked. The rates stated in the rate card are per person days. One person-day corresponds to 8 hours. Unless otherwise agreed in writing, the prices in the Provider's rate card valid at the time the Service is provided shall apply in this case. The Provider will send this to the Customer on request.

10.3 In the case of Services that constitute a work, the invoice shall be issued upon Acceptance of the work.

10.4 Invoice amounts must be paid within fourteen (14) days of receipt of the invoice without any deductions.

10.5 Any deviating payment terms (e.g. payment milestones or payments on account) are regulated in the contract.

10.6 The Provider reserves the right to adjust the contractually agreed prices and license fees during the term of the respective Contract at its reasonable discretion to the costs that are decisive for the calculation of the prices and license fees (performance reservation clause). Relevant costs within the meaning of sentence 1 are, where applicable, the Provider's costs for the operation and hosting of web servers, including the necessary energy costs and the Provider's personnel and procurement costs for IT services. When exercising this right of adjustment, the Provider shall ensure that cost reductions have at least the same price effect as cost increases passed on to the Customer, so that the original contractual equivalence ratio is maintained. The Provider shall notify the Customer of the change in text form with a notice period of six weeks. If the cost increase is unreasonable for the Customer and the Customer informs the Provider of this in text form, the parties shall enter into negotiations on the price increase that is reasonable for the Customer.

10.7 License audit: The Provider may conduct an audit of the Customer to determine whether the Customer is using the licensed Software in accordance with the Contract and paying the agreed prices and license fees. Such an audit shall take place no more than once a year during normal business hours and must be announced to the Customer in writing at least fifteen (15) days in advance. The audit shall be carried out at the Provider's expense and subject to appropriate security and access restrictions. The Customer may request that employees of the

Customer be present during the inspection. The Customer shall bear its own costs. If the audit reveals that the Customer has not paid the contractually agreed license fees during the audit period, the Customer shall reimburse the Supplier for the shortfall and additionally for the reasonable and actual costs of the audit.

10.8 Log data: If relevant (e.g. for online services), the Provider is entitled to collect log data relating to the Customer's access in order to be able to check compliance with the license conditions. If the Provider has reasonable doubts as to whether the Customer is complying with the agreement, the Customer shall be obliged to provide the Provider with information and invoices on the extent of its use of the services.

11. Limitation of liability

11.1 If the Provider makes the Software, Hardware and/or a Service available to the Customer free of charge, the Provider shall only be liable insofar as the damage has arisen due to the contractual use of the free Software, Hardware and/or Services and only in the event of intent (including fraudulent intent) and gross negligence on the part of the Provider. In all other cases, unless otherwise agreed in writing, the following shall apply:

11.2 The Provider shall be liable without limitation in the event of intent, gross negligence or injury to life, limb or health.

11.3 The Provider shall be liable for the breach of obligations whose fulfillment is essential for the proper execution of the Contract and the achievement of the purpose of the Contract and on whose compliance the Customer as a contractual partner regularly relies (cardinal obligations). Such cardinal obligations include, in particular, the provision of the essential functionalities of the Software, Hardware,

Services and Customized Software. In the case of simple negligence, this liability is limited to the damage foreseeable at the time of conclusion of the Contract and typical for the Contract.

11.4 Any further liability of the Provider is excluded.

11.5 Insofar as the liability of the Provider is excluded or limited, this also applies to the personal liability of representatives and vicarious agents of the Provider.

11.6 The limitation period for claims for damages by the Customer due to a defect is 12 months from the date of knowledge or grossly negligent ignorance of the Customer.

11.7 Any liability of the Provider under the German Product Liability Act shall remain unaffected by this clause 11.

12. Data protection

If the Provider acts as a processor for the Customer, the parties shall conclude a Data Processing Agreement that complies with the provisions of Art. 28(3) GDPR. The provisions of the Data Processing Agreement shall take precedence over the provisions of these GTC.

13 Confidential information

13.1 The receiving party is obliged to treat the confidential information disclosed to it by the other party within the scope of the cooperation under the respective Contract as confidential and to use it only for contractually agreed purposes.

13.2 "Confidential Information" is all non-public information relating to the disclosing party's business, software rights and other intellectual property rights, know-how and technical expertise, operations, finances, pricing models, marketing, trade secrets, products, software, source

code, algorithms, input and output formats, business relationships, business strategies, business plans, financial planning or personnel matters, including employee data. It is irrelevant on which medium the confidential information is embodied, whether it is marked as "confidential" or "secret", whether it has a special economic value from the point of view of the receiving party, whether other technical or organizational measures are taken by the disclosing party to protect confidentiality, or whether the information is additionally protected as a trade secret within the meaning of the German Trade Secrets Act (GeschGehG). Only information which, in the reasonable judgment of a prudent businessman, is irrelevant and therefore does not require confidentiality is not considered confidential information.

13.3 The receiving party undertakes (i) not to disclose the Confidential Information to third parties within the meaning of Section 13.4; (ii) to disclose the Confidential Information only to employees and consultants involved in the performance of the respective Contract and bound to confidentiality on a need-to-know basis, (iii) to use the Confidential Information only for the purpose of performing the joint contractual relationships (iv) and to take state-of-the-art technical and organizational measures to protect the Confidential Information.

13.4 Third parties within the meaning of this Section 13 are all persons and companies that are not affiliated companies within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG) of the receiving party.

13.5. The obligation of confidentiality shall not apply to the extent that (i) the Confidential Information is publicly known at the time of disclosure for any reason other than breach of this

agreement; (ii) or the Confidential Information is available to the receiving party through a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself prevented from disclosing the Confidential Information by any legal or contractual obligation; (iii) or the receiving party is required to disclose Confidential Information by order or decree of a competent court, competent authority or mandatory stock exchange regulation. In this case, the receiving party shall inform the disclosing party of the required disclosure in writing immediately upon receipt of the order or injunction and shall assist the disclosing party in protecting the Confidential Information to the extent possible or having it protected by court order.

13.6 At the end of the business relationship between the parties, the receiving party shall delete or destroy all Confidential Information, unless there is a legal obligation or duty to retain it.

13.7 The obligations under clause 13 of these GTC shall remain in force for three years at the end of the year following termination of the business relationship between the parties.

14. Force majeure

Neither party shall be obliged to fulfill its contractual obligations in the event of and for the duration of force majeure. In particular, the following circumstances shall be regarded as force majeure in this sense: (i) fire, explosion or flood for which one party is not responsible, (ii) war, mutiny, blockade, embargo, epidemics, pandemics, or (iii) labor disputes lasting longer than six weeks and not culpably caused by the contractual partner.

15. Naming Customer as reference

The Provider is entitled to include the Customer in its reference list and to cite the Customer's name, brand name and

logo as a reference for marketing and sales promotion purposes with regard to its own products, services and offers (including advertising on websites and social media presences operated by the Provider).

16. Amendment of these GTC

16.1 The Provider is entitled to amend these GTC during the term of the Contract with the Customer with effect for the future if (i) the Provider offers additional Services in the future and wishes to include supplementary provisions in its GTC or (ii) if the amendments are based on circumstances that occurred after conclusion of the Contract, which the Provider neither foresaw nor caused and which may lead to a not insignificant disruption of the equivalence relationship existing at the time of conclusion of the Contract. The Customer must not be in a worse position overall as a result of the amendment to the GTC than at the time of conclusion of the Contract.

16.2 The effective amendment of the GTC requires that the Provider has offered the Customer the amendment of the GTC in text form and with express reference to the approval effect of this sentence 2 no later than six weeks before the date on which it comes into effect. The Customer's consent shall be deemed to have been granted if the Customer does not object to the announced amendment by the announced date of entry into force.

17. Final provisions

17.1 Any Contract between the parties and these GTC shall be governed exclusively by the laws of the Federal Republic of Germany, excluding its provisions on private international law, and shall be interpreted and enforced in accordance with German law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The exclusive place of jurisdiction for all disputes arising from or in connection with a Contract or these GTC is Lübeck, Germany, unless another place of jurisdiction is mandatory by law.

17.2 Amendments or supplements to the Contract or these GTC, the assurance of properties and guarantees must always be made in writing to be effective. This also applies to any deviation from this written form requirement.

17.3 Should a provision of these GTC be or become invalid in whole or in part or should the contract or these GTC contain a loophole, the legal validity of the remaining contractual provisions shall remain unaffected. The parties undertake to replace such a provision with a provision that corresponds as closely as possible in legal terms to what the parties would have agreed according to the meaning and purpose of the respective contract or these GTC if they had recognized the invalidity of the provision.

Part B: Supplementary provisions for IT services
Annex 1: Special provisions for Software and Hardware subscription

This annex applies if the subject of the Contract is a Software and/or Hardware subscription.

1. Provision of Software

The Provider shall make the Software available by either providing the Customer with a program copy of the Software on a machine-readable data carrier and application documentation or by making the Software and application documentation available to the Customer on the Internet. The Software shall be delivered or provided in the version current at the time of provision. Unless otherwise agreed in writing, the Customer shall install the Software himself.

2. Licenses / Rights of use

2.1 The Provider (or its licensors) reserves all rights to the Software that are not expressly granted by these GTC.

2.2 The Provider grants the Customer the non-exclusive, non-transferable, non-sublicensable right, limited to the term agreed in the respective Contract, to use the Software provided in the object code and the other components of the Software for the intended contractual purpose in accordance with the following provisions. The Provider grants this right of use subject to payment of the agreed license fees for the use of the Software. The Customer may use the Software exclusively for its own operational purposes, unless otherwise agreed in writing.

2.3 No rights are granted to the source code of the Software either by the GTC or by the Contract.

2.4 The Customer shall not be entitled to any rights not expressly granted to the

Customer above. Sections 5.2 and 6.1 of Part A of the GTC shall remain unaffected by this.

3. Warranty

3.1 During the agreed subscription period, the Provider is obliged to maintain the Software and/or Hardware provided in a condition suitable for use in accordance with the Contract and to carry out the necessary maintenance and repair work and to rectify defects in the Software and/or Hardware provided. The Provider shall be granted the necessary access to the rental object for this purpose.

3.2 Defects shall be remedied at the Provider's discretion by repair or replacement free of charge. The Provider shall be granted a reasonable period of time for this purpose. The Provider shall also be deemed to have remedied the defect if it shows the Customer reasonable ways of avoiding the effects of the defect.

3.3 The Customer may only terminate the contract in accordance with Section 543(2) sentence 1 no. 1 of the German Civil Code (BGB) for failure to grant use in accordance with the Contract if the Provider has been given sufficient opportunity to rectify the defect and this has failed. Failure to remedy the defect can only be assumed if it is impossible, if it is refused by the Provider or unreasonably delayed, or if it is unreasonable for the Customer for other reasons.

3.4 The strict liability for initial defects pursuant to Section 536a(1) German Civil

Code (GCC) is waived in favor of a fault-based liability.

3.5 Any rectification of defects by the Customer himself as well as claims for reimbursement of expenses due to a defect in accordance with Section 536a(2) German Civil code (GCC) are excluded. This restriction shall not apply in the case of intent or fraudulent intent.

3.6 The Customer shall not be entitled to any warranty claims if (i) it misuses the Software and/or Hardware, or (ii) it modifies or alters the Software and/or Hardware or has it modified or altered by third parties without the prior written consent of the Provider, or (iii) faults or errors are attributable to the fact that the Software and/or Hardware have been used with applications, third-party hardware or system configurations that are not compatible with the Software and/or Hardware, unless the Customer proves that the defect is attributable to the Software or Hardware.

3.7 If the Customer is entitled to compensation for damages or reimbursement of futile expenses, such a claim is subject to the agreed limitation of liability.

4. Terms of payment

4.1 Unless the parties have agreed otherwise, the following shall apply:

4.2 The license fees are per year. If the rental period begins during the year, the

license fees shall be calculated pro rata (x/12). A month or part thereof is calculated as a full month.

4.3 The license fees for Software and Hardware subscription are payable annually in advance plus VAT at the statutory rate.

4.4 Invoices shall be issued on 1 January of each year. In the event of commencement during the year, the pro rata license fees for the year shall be invoiced upon conclusion of the Contract.

5 Contract term and termination

5.1 The parties shall agree the contract term in the Contract.

5.2 The Customer's rights of termination in accordance with Section 3.3 of this Annex remain unaffected.

5.3 The right of each party to extraordinary termination for good cause remains unaffected.

5.4 Termination must be in writing to be effective.

5.5 Upon termination of the contractual relationship, the Customer shall return the Software (and any copies), the documentation and the Hardware to the Provider or irrevocably delete or destroy the Software. Any use of the Software and Hardware after termination of the contractual relationship is not permitted.

Appendix 2: Special provisions for Software and Hardware purchases

This annex applies if the subject of the Contract is a Software and/or Hardware purchase.

1. Provision of the Software

The Provider shall effect delivery of the Software by either providing the Customer with a program copy of the Software on a machine-readable data carrier and application documentation, or by making the Software and application documentation available to the Customer on the Internet. The Software shall be supplied in the version current at the time of delivery. Unless otherwise agreed in the individual order, the Customer shall install the Software himself.

2. Licenses / Rights of use

2.1 The Provider (or its licensors) reserves all rights to the Software that are not expressly granted by these GTC.

2.2 The Provider grants the Customer the non-exclusive and perpetual right to use the Software in object code and the other components of the Software for the intended contractual purpose in accordance with the following provisions. The Provider grants this right of use subject to payment of the purchase price. The Customer may use the Software exclusively for its own operational purposes, unless otherwise agreed in writing.

2.3 No rights are granted to the source code of the Software either by these GTC or by the Contract.

2.4 The Customer shall not be entitled to any rights not expressly granted to the Customer above. Sections 5.2 and 6.1 of Part A of the GTC shall remain unaffected by this.

2.5 The Customer may only transfer the Software to a third party uniformly and with the complete and final abandonment of its own use of the Software. In this case, the Customer is obliged to inform the Provider of the transfer of the Software to the third party in writing.

2.6 If the Provider provides the Customer with additions, Releases or a new versions of the subject matter of the Contract (e.g. through updates, upgrades, patches, bug fixes, hotfixes) as part of the rectification, care or maintenance of the Software, these shall also be subject to the provisions of these GTC. The provision of a supplement (e.g. updates, patches) does not constitute acknowledgement.

3. Retention of title Hardware

The delivered Hardware remains the property of the Provider until the purchase price has been paid in full.

4. Warranty

4.1 The Provider gives neither a separate guarantee for the quality of the Deliverables nor any other guarantee of quality. The specifications, technical data and other information on the properties of the Deliverables provided by the Provider to the Customer are only included in this Contract to the extent that the quality of the Deliverables described therein should fall short of the objective quality requirements according to Section 434 (3) German Civil Code (GCC) at the time of the transfer of risk (negative quality agreement, § 434(3) sentence 1, 1st half-sentence GCC).

4.2 In the event of material defects, the Provider shall initially provide warranty by means of cure. For this purpose, the Provider shall, at its discretion, either provide the Customer with a defect-free Software version or Hardware or remedy the defect. The Provider shall also be deemed to have remedied the defect if it shows the Customer reasonable ways of avoiding the effects of the defect.

4.3 In the event of defects of title, the Provider shall initially provide warranty by cure. For this purpose, Provider shall, at his discretion, provide the Customer with a legally flawless opportunity to use the delivered Software or Hardware.

4.4 If cure fails, the Customer shall be entitled to set a reasonable grace period to remedy the defect. Customer must expressly point out in writing that he reserves the right to withdraw from the Contract or reduce the remuneration and/or claim damages in the event of renewed failure.

4.5 If the rectification of defects also fails within the grace period, the Customer may withdraw from the Contract or reduce the remuneration if the defect is not insignificant.

4.6 The Customer can only derive rights from other breaches of duty by the Provider if he has notified the Provider of these in writing and granted him a grace period to remedy the situation. This does not apply if a remedy is out of the

question due to the nature of the breach of duty.

4.7 The limitation period for all warranty claims is one year and begins with the delivery or provision (and notification of the Customer thereof) of the Software or Hardware. The same period applies to other claims of any kind against the Provider.

4.8 In the event of intent or gross negligence on the part of the supplier, personal injury, fraudulent concealment of the defect and guarantees (Section 444 German Civil Code (GCC)), the statutory limitation periods shall apply, as shall claims under the German Product Liability Act.

4.9 The Customer shall not be entitled to any warranty claims if (i) it misuses the Software and/or the Hardware, or (ii) it modifies or alters the Software and/or the Hardware or has it modified or altered by third parties without the prior written consent of the Provider, or (iii) faults or errors are attributable to the fact that the Software and/or the Hardware were used with applications or system configurations that are not compatible with the Software and/or the Hardware, unless the Customer proves that the defect is attributable to the Software and/or the Hardware. These warranty exclusions do not apply in the cases mentioned under 4.8.

4.10. If the Customer is entitled to compensation for damages, such a claim is subject to the agreed limitation of liability.

Annex 3: Special provisions for Customized Software

This Annex shall apply if the subject of the Contract is the development of Customized Software.

1. Scope of this Annex

1.1 The provisions of this Annex shall apply to all Customized Software created by the Provider for the respective Customer.

1.2 The (i) programming of the Customized Software components, (ii) the requirements for the respective Customized Software components and (iii) the remuneration for their programming shall be agreed in the respective Contract.

2. Rights to work results / Compensation

2.1 All creations that the Provider produces individually for the Customer shall be deemed work results. Work results are therefore in particular the Customized Software except for those parts that are the subject of an open-source software or third-party software license.

2.2 The Customer shall be enabled to use all work results created by the Provider under this Contract in full and without any restrictions for the purposes of the Customer, to transfer them to third parties for use and/or to grant third parties rights of use thereto. The Provider shall irrevocably transfer to the Customer all rights of use and exploitation rights to all work results produced by it, exclusively, without restriction in terms of time, content and territory, including the right to the original and including the unrestricted, consent-free right to modify and redesign the work results as well as the right to reproduce, pass on and otherwise exploit the right of use, and shall grant its

corresponding consent in favor of the Customer in accordance with Section 34 and Section 35 German Copyright Act (UrhG).

2.3 No further consent by the Provider is required for the full or partial exercise of the rights under this provision. The rights of the Provider according to Section 31a German Copyright Act (UrhG) remain unaffected.

2.4 The Customer is authorized to transfer all transferred rights in whole or in part to third parties or to grant corresponding rights to third parties without obtaining further consent from the Provider.

2.5 The Customer grants the Provider the free, irrevocable, non-exclusive and sub-licensable right to use and exploit the work results without restriction in terms of content, time and place.

3. Source code

The Provider shall provide the Customer with the components of the work results in object code and source code at the latest upon Acceptance.

4. Claims due to defects in Customized Software

4.1 The Provider warrants that, at the time of Acceptance, the Customized Software does not have any material defects that cancel out or significantly reduce the value or suitability for the usual use and the use stipulated in the Contract.

4.2 In the event of material defects, the Provider shall initially provide warranty by means of cure. For this purpose, he shall, at his discretion, provide the Customer with defect-free Customized Software or remedy the defect. The Provider shall also be deemed to have remedied the defect if it shows the Customer reasonable ways of avoiding the effects of the defect.

4.3 In the event of defects of title, the Provider shall initially provide warranty by means of cure. For this purpose, he shall, at his discretion, provide the Customer with a legally flawless opportunity to use the Customized Software supplied.

4.4 If cure fails, the Customer shall be entitled to set a reasonable grace period to remedy the defect. The Customer must point out in writing that he reserves the right to withdraw from the Contract or to reduce the remuneration and/or demand compensation in the event of renewed failure.

4.5 If the rectification of defects also fails within the grace period, the Customer may withdraw from the Contract or reduce the remuneration if the defect is not insignificant.

4.6 The limitation period for warranty claims is one year and begins with Acceptance. The same period applies to other claims of any kind against the supplier.

4.7 Notwithstanding the above clause, the statutory limitation periods shall apply in the event of intent or gross negligence on the part of the supplier, personal injury, fraudulent concealment of the defect or guarantees (Section 639 German Civil Code (GCC)), as well as for claims under the German Product Liability Act.

4.8 The right to self-remedy (Section 637 German Civil Code (GCC)) is excluded.

4.9 If the Customer is entitled to compensation for damages or reimbursement of futile expenses, such a claim is subject to the agreed limitation of liability.

TRIOVEGA GmbH