



General Terms and Conditions for IT Services of INFOMOTION GmbH

1.1 Scope of Application

1.1. Unless individually agreed otherwise, contracts with INFOMOTION only come into existence as provided below; by placing the order, the Client agrees to these General Terms and Conditions of INFOMOTION. Conflicting or deviating terms and conditions of the Client shall be binding for INFOMOTION only if expressly acknowledged by INFOMOTION in writing. These General Terms and Conditions shall apply even if INFOMOTION performs the services unconditionally despite being aware of conflicting or deviating terms and conditions of the Client.

1.2. These General Terms and Conditions shall apply to all IT services of INFOMOTION for the Client (e.g. IT consulting, development, implementation, training, and application management services) and all obligations resulting from a contractual relationship with the Client.

2. Contract Conclusion

2.1. A contract will only be deemed concluded if the Client accepts an offer of INFOMOTION unconditionally or receives a written order confirmation from INFOMOTION or INFOMOTION commences with the performance of the services. If INFOMOTION issues a written order confirmation, this order confirmation shall be authoritative for the content and scope of the contract, unless expressly agreed otherwise.

2.2. To be valid, any amendments, side agreements, and supplements as well as any agreements on the properties or warranties must be expressly agreed in writing.

3. Performance Obligations and Project Rollout

3.1. The Parties agree that they will cooperate in a spirit of partnership in the performance of the services and will regularly exchange information. Thus, INFOMOTION shall perform the contractual services in continuous coordination with the Client. The Client shall fulfill the contractually agreed cooperation obligations and send INFOMOTION the contractually agreed information and documents. If INFOMOTION considers the content of the information or documents to be incomplete or incorrect,

INFOMOTION shall without delay inform the Client of this in text form.

3.2. Prior to the start of the performance of the services, each Party shall designate a representative who shall be responsible for initiating and coordinating all measures required for the execution of the order in the context of the fulfillment of the contract and shall serve as the exclusive contact for the other Party with regard to all common concerns relating to the respective order. The Client's representative shall be authorized to receive and submit all declarations in connection with the order.

3.3. During the execution of the contract, the Parties shall regularly exchange information to the required extent concerning the status of the performance of the services.

4. Timing, Delays

4.1. Dates due to which a Party falls into arrears without a reminder pursuant to Section 286 (2) of the German Civil Code (BGB) if not complied with (binding dates) shall be designated as binding.

4.2. The obligation to comply with periods and dates (including binding dates) is always conditional on the complete and timely fulfillment of upstream obligations of the other Party. If this condition is not met, the subsequent periods of the other Party shall be duly extended.

4.3. INFOMOTION shall not be liable for delays due to force majeure (e.g. strike, lockout, official orders, general telecommunication malfunctions, etc.) and circumstances in the Client's sphere of responsibility (e.g. failure to fulfill cooperation obligations in due time, delays by third parties attributable to the Client).

5. Cooperation and Provision Obligations of the Client

5.1. The Parties agree that the contractual IT services require intensive collaboration and cooperation. Without the Client's cooperation, these services cannot be successfully performed. Therefore, the cooperation obligations listed in the following





paragraph represent cardinal performance obligations of the Client.

5.2. The Client shall fulfill the cooperation and provision obligations required in the context of a project at his own expense and at his own risk. This includes, but is not limited to the following:

- Designation and assurance of the availability of a representative for the duration of the order;
- Granting of the rights to access premises, systems, and software to INFOMOTION employees for the contractual performance;
- Provision of the required hardware and software including any needed software licenses;
- Regular backups;
- Performance of agreed tests;
- Performance of and participation in any necessary acceptance tests.

5.3. If INFOMOTION is of the opinion that the Client's cooperation or provision services are not provided in time or incompletely, INFOMOTION will immediately inform the Client in writing.

6. Service Changes/Change Management

6.1. INFOMOTION is under the obligation to take change requests of the Client into consideration insofar as such have been transmitted at least in text form and INFOMOTION can reasonably be expected to accommodate such under consideration of its operational capacities, especially in terms of the workload and scheduling. If the review of the viability of the changes or the implementation of the requested changes will impact the performance scope, communication shall by all means take place with regard to the required adjustment of the description of the performance scope, the remuneration, time schedules, and execution dates as well as all other items that a Party considers to be in need of regulation. Such communication shall by all means take place in writing.

6.2. Unless agreed otherwise, INFOMOTION will, in the event of a change request on the part of the Client, do the work without taking the respective change requests into consideration until such are agreed in writing. If an extensive review of the additional workload is required, INFOMOTION may request a separate order.

7. Acceptance and Partial Acceptance

7.1. Insofar as the performance of INFOMOTION requires acceptance, the Client is obliged to do so. Minor defects that do not severely impair the suitability of the performance for the contractually determined purpose do not entitle the Client to refuse the acceptance. This does not affect the Client's right to assert statutory claims for defects.

7.2. The acceptance will be deemed granted if

- the Client refuses to declare the acceptance in violation of subsection 7.1. above or refuses to collaborate in a joint acceptance test despite a timely request to do so;
- the Client does not declare acceptance in writing after a joint acceptance test has been carried out or refuses acceptance in writing without a specific description of the defects preventing acceptance, despite having been requested to do so by INFOMOTION within a period of at least seven working days.

7.3. For self-contained partial performance, INFOMOTION shall be entitled to partial acceptance.

7.4. Intellectual services subject to acceptance will be deemed accepted if the Client does not expressly raise objections within 30 days of their acceptance in writing, precisely specifying the defects. If the Client's objections turn out to be unjustified, the Client shall bear the costs incurred, unless the Client is merely guilty of slight negligence. Services not capable of being subjected to an acceptance procedure, including but not limited to consulting and support services, shall not be subject to acceptance unless the need for acceptance of the performance is expressly specified. INFOMOTION shall without delay eliminate the defects that prevent the acceptance and submit the respective subject matter anew for acceptance. The aforesaid regulations shall also apply to the renewed acceptance procedure.

7.5. In the event of defects that prevent the acceptance, INFOMOTION shall be given the opportunity to undertake at least three supplementary performance attempts within reasonable periods. For the troubleshooting, the Client shall grant INFOMOTION access to the subject matter, either directly and/or via remote data transmission, as INFOMOTION may prefer.

7.6. Should the supplementary performance fail even after expiry of the third reasonable period, the





Client may, notwithstanding any applicable claims for damages, reduce the agreed remuneration or rescind the contract. The obligation of INFOMOTION to pay damages or to reimburse the Client for his expenses is conclusively regulated in section 9.

8. Warranty, Statute of Limitations

8.1. The Client shall only have the warranty claims pursuant to Section 634 no. 2 to 4 of the German Civil Code (BGB) under the conditions specified in section 7.5.; additionally, section 9 shall apply to the payment of damages and reimbursement of expenses made in vain.

8.2. The Client can only demand unwinding in the case of defects that would have entitled him to refuse the acceptance pursuant to section

8.3 Except in the case of intent, gross negligence, personal injury, and claims according to Sections 1 and 4 of the German Product Liability Act (ProdHaftG), the periods of limitation shall be as follows:

8.3.1. Generally, in the case of rights from defects in quality: 12 months from the beginning of the statutory limitation period;

8.3.2. in the case of claims from defects in title: 12 months from the beginning of the statutory limitation period, if the defect in title does not concern an in-rem right of a third party, on the basis of which he may demand INFOMOTION to surrender the services;

8.3.3. in the case of claims for damages or for reimbursement of expenses made in vain as a result of defects in quality or title: 12 months from the beginning of the statutory limitation period.

9. Damages, Reimbursement of Expenses

9.1. INFOMOTION shall only be liable for damages and reimbursement of expenses as follows:

9.1.1. As far as the reason is concerned, INFOMOTION shall only be liable

- for intent or gross negligence and
- for culpable breach of material contractual obligations.

9.1.2. In cases of slight negligence for which INFOMOTION is liable, the amount of the compensation obligation shall be limited to the compensation of the typical, foreseeable damage. Moreover, provided that the typical, foreseeable damage is not lower, the liability for pecuniary damage is limited to €250,000 per incident.

9.1.3. Insofar as the liability for damages and reimbursement of expenses is excluded or limited according to the above regulations, this shall also apply to the personal liability of the directors and officers, employees and other staff members, representatives, and agents of INFOMOTION and shall also apply to all tort claims (Sections 823 ff of the German Civil Code (BGB)).

9.1.4. The liability for damage from the injury to life, body, or health as well as the product liability pursuant to Sections 1 and 4 of the German Product Liability Act (ProdHaftG) remain unaffected by the afore mentioned liability regulations.

9.1.5. INFOMOTION shall only be liable for the recovery of data if the Client has made sure that lost data can be restored with a reasonable effort. Therefore, the Client shall duly back up data and programs at intervals suitable for the respective application.

9.2. In the event of force majeure, such as war, civil unrest, natural disasters, fire, sabotage, aircraft crashes on data center premises on which systems are operated for the Client, pandemics, quarantine, government measures, strike, lockout, etc., none of the Parties shall be liable for delays of non-performance of contractual obligations. Payment obligations are excluded from this provision.

9.3. External attacks on computer systems, which cannot be warded off with technically and economically reasonable efforts according to the current state of the art and which impair the functionality of the affected computer system to an extent that is not merely insignificant shall also be construed as events of force majeure.

10. Confidentiality

10.1. The Parties shall treat all business and company secrets that they learn of in connection with the performance of the activity, also and insofar as these pertain to the third parties, as confidential and not disclose such to any third parties.





10.2. Business secrets also include technical know-how, operational methods, security measures, customer data, and purchasing sources ("information").

10.3. The confidentiality obligation and the obligation to treat information, documents, and files confidentially also applies vis-à-vis employees of the respective Party unless they are involved in the collaboration for operational reasons and are authorized to process the related matters.

10.4. Forwarding of the information to third parties is subject to the prior written approval of the other Party. The prior written approval does not apply to companies affiliated with the contracting party within the meaning of § 15 AktG, legally employed subcontractors and consultants who are obliged by law to maintain confidentiality.

10.5 The confidentiality obligation shall not apply to ideas, drafts, know-how, information, and techniques that were already known to the Parties or that become known to the Parties outside the collaboration under the contract.

10.6 The Parties shall be exempted from the confidential treatment obligation if they need to disclose the information received due to statutory provisions or orders of government bodies, but not before communicating the respective circumstances to the other Party in writing. If the affected Party takes legal action against the disclosure of the information, the other Party shall continue to be bound to its contractual non-disclosure obligation.

10.7. The comprehensive non-disclosure obligations shall continue to apply even after the termination of the contract.

11. Data Protection

11.1. Insofar as the Client requests INFOMOTION to process personal data, INFOMOTION shall process these data in the capacity of a processor pursuant to Art. 28 GDPR according to the instructions of the Client and exclusively for the purposes of the Client. In such a case, the Parties shall conclude an agreement pursuant to Art. 28 (3) GDPR, which regulates the processing of the personal data in detail.

11.2. The Parties shall comply with their obligations pursuant to Art. 5, 24, and 32 (4) GDPR and make sure that the confidentiality obligation is imposed in writing on the employees active for them and that they are instructed accordingly.

12. Rights to Services

12.1. For items to be permanently surrendered pursuant to the contract (except for software), INFOMOTION will grant the Client ownership as of their coming into existence and in their respective processing state, provided that the Client has paid the respective remuneration as agreed. INFOMOTION undertakes to grant the ownership free from third-party rights.

12.2. Under the condition that the agreed remuneration is paid in full, INFOMOTION shall grant the Client the non-exclusive, transferable usage rights, without any restrictions as to time, location, and content, to the results developed for the Client, especially to created software and other copyrighted work results individually created for the Client. Software is a result individually created for the Client if it was developed exclusively for the Client, is capable of running on a standalone basis, i.e. independently from standard software, and is only connected to standard software via interfaces.

12.3. The Client will be granted a non-exclusive, non-transferable usage right, without any restrictions as to time and region, to services (e.g. software applications and tools, such as IM-Ready-to-Go consolidated and integrated financial planning, etc.) that INFOMOTION has not created specifically for the Client in the context of the order.

12.4. Irrespective of the scope of the rights granted to the Client, INFOMOTION may, under consideration of the non-disclosure obligations pursuant to section 10, use ideas, concepts, expertise gained, etc. for the further creation of software and in the context of orders of other clients, unless agreed otherwise in writing.

12.5. INFOMOTION shall render the contractual services free from any third-party property rights (copyrights, patents, and other intellectual and commercial property rights) that exclude or restrict the use according to the contractually determined purpose.

12.6 If third parties assert legitimate claims against the Client due to an infringement of property rights pursuant to the preceding section 12.5. to services performed by INFOMOTION and contractually used by the Client, the following regulations shall apply:





12.6.1. The Parties shall without delay inform each other in writing if third parties assert claims against them due to the infringement of property rights.

12.6.2 INFOMOTION will take over the judicial and extrajudicial defense against such claims at its own expense insofar as the Client informs INFOMOTION without delay in writing of such claims, shares all information required for the defense against the claims with INFOMOTION, gives INFOMOTION all other due support that can reasonably be expected, and especially leaves all decisions concerning the further use of the challenged software, the type of legal defense, and the conclusion of a settlement to INFOMOTION and only if INFOMOTION is informed of such claims before the limitation period for claims for defects in title expires.

13. Remuneration, Payment Terms

13.1. For its performance, INFOMOTION shall receive the agreed remuneration.

13.2. All prices are subject to the value-added tax applicable at the time of performance.

13.3. Unless agreed otherwise, the Client shall pay INFOMOTION lump-sum remuneration per time unit as determined. If remuneration by daily rates is agreed, these shall be calculated on the basis of an eight-hour person day.

13.4. For the remuneration on a time basis, INFOMOTION shall furnish evidence of its performance in the form of tracking sheets. INFOMOTION shall submit the tracking sheets to the Client regularly, at least once a month.

13.5. Unless agreed otherwise (payment plan), INFOMOTION will bill its performance as of the end of a calendar month.

13.6. For every payment request, INFOMOTION shall issue an auditable invoice that specifies the performance in detail and that is in accordance with tax requirements. Payments shall be made within 21 days from the receipt of the invoice. In the event of disagreements, the undisputed partial amount shall be settled. The default interest shall amount to 8 percent/year.

13.7. Unless agreed otherwise in writing, INFOMOTION shall be paid a lump-sum amount 150 € for travel expenses; detailed billing will not take place. The reimbursement of further ancillary expenses is subject to the Client's prior approval.

14. Start of the Contract, Termination

14.1. An order starts upon conclusion of a contract, unless a different date is agreed, and ends upon full performance of the agreed services by INFOMOTION.

14.2. The Client may terminate an order at any time with two weeks' notice. In the case of such ordinary termination, INFOMOTION shall be entitled to the full remuneration for the services performed until the notice of termination becomes effective plus 20 percent of the remuneration agreed beyond this. Section 648 of the German Civil Code (BGB) shall not apply.

14.3. Each Party may terminate an order without prior notice for good cause.

14.4. To be valid, notice of termination must be given in the statutory written form.

15. End of the Contract

15.1. Following the end of the contract, the Parties shall, upon request, surrender to each other all documents, work results, and other information that they have received or created due to or on the occasion of the cooperation. This does not apply to the documents or work results to which the Client has been granted a right within the meaning of Sections 12.1-12.3, to the correspondence and other documents and records that need to be retained according to statutory regulations.

16. Loyalty Obligations, Poaching Ban, and Authority to Give Performance Instructions

16.1. The Parties undertake to maintain loyalty toward each other. They shall without delay inform each other of all circumstances that arise in the course of the collaboration and that could affect the performance. In particular, the Parties shall refrain from actively poaching or hiring employees (e.g. as freelancers or as employees of a third party) of the other Parties that are or were active within the scope of the order performance. Even after the termination of the contract, the aforesaid obligation shall continue for a period of 12 months.

16.2. Furthermore, the Parties undertake to inform the other Party without delay of any termination or change intentions of key personnel employed to carry out the assignment. The parties shall determine the key personnel in writing.





16.3. INFOMOTION shall perform its services autonomously and under its own responsibility. The employees deployed by INFOMOTION shall be solely bound by the instructions of INFOMOTION. The Client undertakes not to integrate the employees deployed by INFOMOTION in the Client's operations.

17. Subcontractors

17.1. The delegation of the performance of contractual services to third parties by INFOMOTION will be communicated to the Client in advance in text form. The Client may object to the deployment of a third party within seven working days at least in text form. However, permission to deploy the third party shall not be unreasonably withheld. Companies affiliated with INFOMOTION in the meaning of Sections 15 ff of the German Stock Corporation Act (AktG) do not constitute third parties in the meaning of the contract.

17.2. INFOMOTION shall impose the data protection and non-disclosure obligations from the contract on the commissioned third party in writing and furnish written evidence of this to the Client on demand.

18. Assignment and Right of Retention

18.1. The assignment of claims is only permitted with the prior written approval of the other Party. The approval shall not be unreasonably withheld. The regulation of Section 354a of the German Commercial Code (HGB) remains unaffected.

18.2. A right of retention can only be asserted due to counterclaims from the respective contract.

19. Miscellaneous

19.1. Insofar as the written form is required in these GTC, this means the written form within the meaning of Section 127 of the German Civil Code (BGB), which is complied with both by the electronic exchange of signed documents and/or declarations (scan copies) and by the exchange of electronically signed documents and/or declarations.

19.2. To be valid, the transfer of contractual rights or obligations by INFOMOTION requires the prior written approval of the Client, unless a company affiliated with INFOMOTION in the meaning of Section 15 ff of the German Stock Corporation Act (AktG) is concerned.

19.3. The courts of Frankfurt am Main, Germany, shall have jurisdiction. The laws of the Federal Republic of Germany shall apply, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law rules of German private international law.

19.4. Should one or several of the above provisions be or become invalid, this shall not affect the validity of the other provisions.

19.5. The English translation of INFOMOTION's GTCs is for information purposes only. In any case, the official German version of INFOMOTION's GTCs remains legally effective.

