General Terms and Conditions for the Provision of Standard Software and IT Services by neylux GmbH

I Part: General Provisions

1. Subject of regulation

These General Terms and Conditions (hereinafter referred to as "GTC") of neylux GmbH (hereinafter referred to as "neylux"), Färbergraben 10, 80331 Munich, shall be deemed to be the subject matter of the contract between neylux and the client/customer (hereinafter referred to as "Client").

2. Scope of application

(1) Unless otherwise agreed in individual cases, these GTC shall apply to all contracts on the basis of which neylux provides the Client with standard software and/or IT services. In this context, they shall apply to all (including pre-contractual) services such as consulting, development and other ancillary services as well as offers.

(2) The GTC shall apply to natural or legal persons or partnerships with legal capacity who, when concluding the contract, act in the exercise of their commercial or independent professional activity (entrepreneurs) as well as legal persons under public law or special funds under public law.

(3) The GTC shall be deemed accepted at the latest upon acceptance of the agreed services. In an ongoing business relationship, they shall also apply to all future contracts without renewed reference.

(4) Any terms and conditions of the Client that are contrary to or deviate from or supplement the GTC of neylux shall be objected to; they shall not be recognized even by neylux's acceptance of the order.

3. Written form

(1) All contracts and all other agreements and legally relevant declarations are only valid if they are made in writing. This shall also apply to ancillary agreements, supplements and amendments or termination as well as to the waiver of the written form requirement.

(2) The written form requirement is also met by fax or communication by electronic means.

(3) The contractual language is German, i.e., foreign language versions of these GTC are for information purposes only and are not legally binding. Only the German version and the German usage of the language shall be authoritative for determining the content and meaning of individual provisions or terminology.

4. Definitions

(1) "IT Contract" shall mean a specific contract between neylux and the Client which contains agreements on the provision of software and/or IT services and refers to these GTC.

(2) "IT services" means the information technology support and consulting services to be provided by neylux in accordance with the IT contract.

(3) "IT Systems" means any type of electronic data processing system.

(4) "Software" means all (i) standard software products developed for or by neylux or its affiliates and the related documentation; (ii) new versions (in particular releases, updates, patches,

corrections) of such software; (iii) complete or partial copies thereof, and (iv) adapted standard software.

(5) "Customization of Software" means only the customization of Standard Software and does not include the customization of Software.

(6) "Standard software" shall mean all prefabricated software products (i.e. programmes, programme modules, applications, tools, add-ins, etc.) which have been developed for a majority of customers, even if they can be or are adapted to the individual needs of a customer by means of configuration, parameterization and/or by way of customizing. So-called individual software and its creation and provision is excluded from the scope of these GTC.

(7) "IP rights" means, without limitation, all patents and other rights to inventions, copyrights, trademarks and other property rights and all exploitation and usage rights in connection therewith.

(8) "Business Days" means weekdays from Monday to Friday (08:00 to 17:00 CET) excluding public holidays.

(9) "Production Availability" means the point in time from which neylux enables the intended use of the Software.

(10) "Data Backup" includes all technical and organizational measures to ensure the availability, integrity and consistency of the data and software stored on the IT system and used for processing purposes.

(11) "Support service" includes the support of the Client in solving problems in IT systems.

(12) "Response time" shall be - insofar as agreed in individual cases - the period of time within which neylux must commence support. It shall commence upon receipt of the support request and shall run exclusively during neylux's support time.

(13) "Support time" shall be the time during which the Client is entitled to contractually owed services by neylux.

(14) "Confidential information and documents" shall mean all information and documents, irrespective of the document or carrier medium, in the confidential treatment of which the other party has an interest and/or which are to be regarded as confidential according to the way in which they are passed on or their content (in particular concerning the software provided, the software code and other properties of the software), including the IT contract itself. In any case, the following information shall be deemed to be confidential information of neylux: all economic, technical, strategic,

financial, fiscal, legal information concerning the products, the business activity, the employees or the management of a party or other information which neylux makes available to the Client prior to the contract or on the basis of the IT contract.

5. Conclusion of contract

(1) Offers made by neylux are subject to change and non-binding.

(2) The Client shall be bound by a contract offer for a fortnight from its receipt by neylux. Contract offers shall only be deemed to have been accepted if they are accepted by neylux in writing.

(3) The details of the respective order, such as the task, scope of services, duration, remuneration, shall be determined solely by the written IT contract.

(4) neylux reserves the right to deviate from the offer documents or from the IT contract due to the consideration of mandatory, legal or technical standards, insofar as these deviations are not of a fundamental nature, the contractual purpose is only insignificantly restricted, and the interests of the Client are not unreasonably impaired.

6. Remuneration/Terms of Payment

(1) The Client shall pay neylux the remuneration agreed in the IT contract.

(2) Travel costs and expenses of neylux shall be reimbursed separately. The use of a motor vehicle shall be charged at 0.60 euros per kilometer. Other travel expenses shall be charged according to expenditure. Additional expenses for meals shall be calculated according to the statutory flat rates as last announced by the BMF, depending on the consultant's place of work. Travel time shall be charged at 0.5 times the hourly rate.

(3) The remuneration shall be subject to the statutory value-added tax applicable at the time the services are rendered.

(4) The remuneration shall be due upon invoicing by neylux. The payment period shall be 30 days after the invoice date. Payments shall be deemed to have been effected when credited to the account of neylux.

(5) No discount shall be granted.

(6) If the Client defaults on his payments, neylux shall be entitled to charge interest from the relevant point in time in the amount customary in banking, but at least in the amount of 9 percentage points p.a. above the base interest rate. The right to claim further damage caused by default shall be reserved.

(7) If, in the event of deviations from the execution provided for in the IT contract, in particular in the event of necessary technical changes, in the event of a subsequent change to the service description (change request) or due to other circumstances caused by the Client, neylux incurs additional expenditure in terms of working, travelling or processing time, this expenditure shall be remunerated by the Client on the basis of the actual expenditure of time in accordance with the

current price list / customary hourly rates of neylux applicable at the time of the change. The same shall apply to work which becomes necessary in order to remedy defects in the services to be provided by neylux which have been caused by circumstances for which the Client is responsible, in particular by errors in documents or data which neylux has received from the Client for the provision of the service. The same shall also apply if third parties are involved in the services and the third-party costs incurred for this increase.

(8) neylux shall be entitled to issue invoices electronically. The electronic invoice shall be sent as a pdf file to an e-mail address to be provided by the Client. The Client shall ensure that the invoice can be delivered to this address; technical protective devices (e.g. filter programmes, firewalls) shall be adapted or configured accordingly. Any automated electronic replies (e.g. absence notes) cannot be taken into account.

(9) The Client shall only be entitled to rights of retention insofar as his counterclaim is undisputed or has been legally established. The Client may only offset such counterclaims from other legal relationships that are undisputed or have been established as final and absolute.

7. Obligations of the Client to Cooperate

(1) The Client shall be obliged to adequately support neylux in the performance of the agreed deliveries and services, e.g. by providing employees, work areas, IT systems, data and telecommunications facilities. The Client shall be obliged to obtain all necessary rights to hardware and software used by him from third parties from these third parties himself. It is his responsibility to ensure the proper operation of the necessary IT systems, if necessary, by means of maintenance contracts with third parties.

(2) The Client shall grant neylux access to the software and the IT systems directly and by means of remote data transmission. At the request of neylux, the Client shall provide remote access to his IT system for this purpose via a connection protected against unauthorized access by third parties. The remote desktop environment shall be designed by the Client in such a way that the software can be operated by neylux, and a bidirectional data exchange is possible.

(3) The Client shall ensure that data is backed up regularly (at least once a day). Immediately prior to the installation of software, he shall make a state-of-the-art backup of the data and operating system environment required for the operation of the software. If neylux so requires, the Client shall also perform such a data backup prior to remote access to the IT system of the Client, in particular for the purpose of error analysis or elimination. The Client shall in any case perform a data backup prior to update or support work. The instructions of the

database manufacturer shall be observed for the data backup of the database.

(4) The Parties shall attempt to determine the timeframe for the Client's duties to cooperate in advance of the conclusion of the contract. If this is not possible for the parties, neylux shall request the Client to perform the necessary duties of cooperation within a reasonable period of time in advance. If the Client does not comply with his duty to cooperate within the stipulated period despite the stipulation of the time or timely request, neylux shall be released from its duties for the period of the Client's delay. All deadlines shall be automatically extended by the time of the default of the Client plus a reasonable restart time. Further rights of neylux due to the default of the Client shall remain unaffected. neylux may demand further reasonable cooperation from the Client should this be necessary for neylux to provide the services.

(5) The Client shall ensure the availability of the planned resources who have good knowledge of the actual processes.

(6) The Client shall provide a project manager or a contact person who will cooperate with the Client in the same way for the entire duration of the project.

8. Change Request

(1) Each party shall be entitled to request a change in the scope of performance ("Change Request").

(2) If the Client requests a change request, neylux shall examine this with regard to the effects on the agreed scope of services and subsequently submit an offer to the Client for the implementation of the change request against payment of a separate fee. neylux shall not be obliged to submit an offer in response to the Client's change request.

(3) If neylux wishes to propose a change request to the Client, neylux shall submit a corresponding offer to the Client.

(4) A change request shall only become the subject matter of the contract if the Client expressly commissions it in writing. Upon commissioning, the deadlines and, if applicable, payment schedules agreed between the parties shall change in accordance with the information in the offer for the change request.

9. Delivery and performance period

(1) Deadlines and dates for the performance of deliveries and services shall only be binding if they are expressly agreed in writing by the parties.

(2) An agreed delivery and performance period shall commence on the day of conclusion of the IT contract, but not before the expiry of a 2-4 week lead time for neylux until the start of the project and not before clarification of all commercial and technical details of execution and provision of all preliminary services by the Client (e.g. timely payment of an agreed deposit, timely and complete provision of any documents and

data to be provided), unless neylux is responsible for the delay. The deadline shall be deemed to have been met if the delivery and service has been provided by the expiry of the deadline and the Client has been notified thereof. Insofar as acceptance has been agreed, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - alternatively the notification of readiness for acceptance.

(3) In the event of changes to the performance provided for in the order, in particular in the event of necessary technical changes or in the event of subsequent requests for changes and additions by the Client (change request), a date or a delivery and performance period agreed in an individual case shall be extended appropriately.

(4) Irrespective of the nature of an impediment, neylux shall inform the Client as soon as possible of the circumstances of the impediment and of the delay that may result therefrom.

(5) neylux shall only be in default if the Client has set it a grace period of at least 4 weeks in writing. In the event of default, the Client shall be entitled to a lump-sum compensation for default of 0.5 % for each full week of default, but in total not more than 5 % of the net invoice value of that part of the total delivery and service affected by the default.

(6) In the event of termination of the IT contract by the Client, neylux shall be entitled to demand remuneration on the basis of the expenses incurred up to the time the termination takes effect.

10. Third Party Rights

(1) Should third parties assert claims against the Client in connection with the use of the services of neylux due to copyright infringement, infringement of other industrial property rights or claims under competition law, the Client shall inform neylux thereof without delay and, in agreement with neylux, counter such claims out of court and in court.

(2) neylux warrants that its services are free of third-party rights and shall indemnify the Client against third party claims including the costs of legal defence in accordance with the RVG. The indemnification shall require that (i) the CL notifies neylux immediately in writing of any claim; (ii) the Client does not take any legally relevant actions vis-à-vis the third party, in particular does not settle out of court without the written consent of neylux, does not make an acknowledgement or does not take any actions which are equivalent to such; (iii) the Client shall support neylux in a legal defence against the third party to the necessary extent, in particular by providing information and (iv) the Client shall grant neylux the opportunity to determine and implement the strategy of the legal defence, in particular by selecting lawyers and drafting pleadings. For this purpose, the Client shall

make the necessary declarations and grant powers of attorney. neylux shall give due consideration to the legitimate interests of the Client in the legal defence.

(3) In the event of conflicting rights of third parties, neylux shall make reasonable efforts at its own expense to ensure that the Client may continue to use the affected software. To this end, neylux may (i) procure for the Client the rights required for continued use or (ii) modify the respective service in such a way that the rights of third parties are no longer affected without restricting its usability and without changing neylux's service obligations.

(4) If neylux is not in a position to remedy the situation in accordance with the above clause, neylux may terminate the contract. Further rights of the Client shall remain unaffected.

11. Warranty

(1) neylux warrants that the contractually agreed performance features are fulfilled and correspond to the scope of performance and that no rights of third parties oppose the transfer of the agreed rights of use to the Client. Guarantees shall not be assumed by neylux as a matter of principle.

(2) neylux shall remedy warranty defects of which it has been informed by the Client in writing without delay.

(3) Subsequent performance shall be effected in such a way that neylux, at its own discretion, delivers a new product (in particular, provides the Client with a new, defect-free software version) or rectifies the defect. The remedy of the defect may also consist of neylux showing the Client reasonable possibilities which include that the effects of the defect can be avoided.

(4) neylux shall bear the expenses required for the purpose of subsequent performance insofar as the complaint proves to be justified and this does not result in a disproportionate burden on neylux.

(5) The Client may only reduce the purchase price within the scope of the statutory provisions, declare withdrawal from or termination of the contract or demand reimbursement of futile expenses or compensation for damages in accordance with clause 12 below if neylux - taking into account the statutory exceptions - allows a reasonable period set for it for subsequent performance to expire fruitlessly or if the attempt at subsequent performance has finally failed. A period for subsequent performance shall be reasonable if it corresponds to half of the original delivery period, but at least 2 calendar weeks. If there is only an insignificant defect, the Client shall only be entitled to a reduction.

(6) Claims for subsequent performance shall become statute-barred after 12 months beginning with the provision of the software or delivery of the object of performance; for services that are subject to acceptance, the period shall begin with acceptance or

notification of readiness for acceptance. The same applies to withdrawal and reduction. This period shall not apply

in case of intent or gross negligence;

in the event of fraudulent concealment of the defect, and

defects of title.

(7) Subsequent performance does not lead to a new start of the limitation period. However, the limitation period shall be suspended for the duration of the interruption of the intended use caused by the repair work or replacement delivery. The limitation period shall commence at the earliest 3 months after the end of the suspension.

(8) No warranty shall be assumed in particular in the event of faulty or negligent handling, improper care and maintenance, unsuitable or improper use, unsuitable operating materials, chemical, electrochemical or electrical influences, etc., unless they are attributable to neylux's own fault.

(9) If scripting by the Client leads to a deviation of the actual from the target condition of the software, this deviation shall not be classified as a defect of the software. The Client shall carry out scripting on his own responsibility and at his own risk.

(10) After consultation with neylux, the Client shall give neylux the necessary time and opportunity to carry out all repairs and replacement deliveries that neylux deems necessary in its reasonable discretion, otherwise neylux shall be released from liability for the resulting consequences. Only in urgent cases of danger to operational safety and in order to prevent disproportionately large damage, in which case neylux shall be notified immediately, shall the Client be entitled to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary costs from neylux.

(11) If the Client or a third party rectifies the defect improperly, neylux shall not be liable for the resulting consequences. The same shall apply to any changes made to the delivery item without the prior consent of neylux.

(12) The warranty shall not apply to software or software components or IT services which neylux provides or renders free of charge. neylux also does not guarantee their suitability for a specific purpose.

(13) No warranty is given for unavoidable errors. The Client is aware that, according to the current state of the art, it is not possible to create software that is completely free of errors.

12. Liability

(1) The contractual and non-contractual liability of neylux for compensation of damages - irrespective of the type and legal grounds - shall be limited to intent and gross negligence, also for the legal representatives,

non-executive employees and other vicarious agents of neylux. In the event of a culpable breach of essential contractual obligations which jeopardizes the purpose of the contract, neylux shall also be liable in the event of slight negligence. Further claims for damages are excluded.

(2) The above exclusion of liability shall not apply in case of culpable injury to life, body and health. In this respect, neylux shall be liable for any degree of fault. Claims for damages in the event of defects which have been fraudulently concealed or the absence of which has been guaranteed, as well as in the event of defects for which liability exists under mandatory statutory liability (e.g. under the Product Safety Act) or the Product Liability Act or in the event of the assumption of a guarantee, shall also remain unaffected.

(3) Insofar as neylux is liable due to slight negligence, its liability shall be limited to the amount of the reasonably foreseeable damage typical for the contract, however, not insofar as neylux is liable due to injury to life, body or health or pursuant to the Product Liability Act or insofar as a more extensive liability results from an assumed guarantee. The same shall apply if neylux is liable due to gross negligence on the part of legal representatives, non-executive employees or other vicarious agents.

(4) Insofar as liability for damages not based on injury to life, body or health is not excluded for slight negligence, such claims shall become statute-barred within 12 months calculated from the date on which the claim arose or, in the case of claims for damages due to a defect, from the date of delivery of the item. This shall not apply to claims for damages due to defects insofar as neylux is liable under mandatory statutory liability (e.g. under the Product Safety Act) or the Product Liability Act.

(5) These provisions shall also apply with regard to the personal liability for damages of the legal representatives, employees, workers, representatives and vicarious agents of neylux.

(6) neylux shall not be liable in the event of force majeure. Force majeure shall be all circumstances and events that lie outside the sphere of responsibility of neylux, such as difficulties in procuring materials, operational disruptions, strikes, lock-outs, natural events, catastrophes, official intervention, statutory prohibitions or other events due to which neylux is hindered or impeded in its performance through no fault of its own, even if they occur at suppliers of neylux or their sub-suppliers.

(7) neylux shall not be liable for the recovery of data unless it causes their destruction through gross negligence or willful intent and the Client has ensured that these data can be reconstructed with reasonable effort from data material held in machine-readable form. The warranty shall not extend to defects or damage caused by external circumstances beyond neylux's control. This shall apply in particular in the event of data loss due to the implantation of third-party software (e.g. so-called computer viruses, Trojans and other malware).

13. Confidentiality

(1) The parties mutually undertake to treat all confidential information and documents obtained within the framework of the contractual relationship as business and trade secrets entrusted to them in strict confidence for an unlimited period of time, to keep them secret from third parties, to secure them against disclosure to unauthorized persons and to use them only for the conclusion and performance of the respective contract, to reproduce them or make them accessible to authorized persons.

(2) The contracting parties shall inform their employees and all persons entrusted by them with the processing or performance of this contract of the obligation to maintain secrecy and shall ensure compliance therewith.

(3) The obligation to maintain confidentiality and non-disclosure shall not apply or shall cease to apply if the recipient of the information proves that (i) the confidential information is generally known and publicly accessible, without this constituting a breach of a confidentiality obligation (ii) it has received the confidential information from a third party independently of this contractual relationship, without any underlying breach of confidentiality, (iii) it independently developed the information, (iv) the Confidential Information was known to it without restriction at the time of disclosure, or (v) it is required by law or court or regulatory order to disclose the Confidential Information.

14. Data Protection

(1) The Client undertakes to comply with the provisions of data protection in the currently valid version. This also includes technical security measures adapted to the current state of the art (Art. 32 DS-GVO) and the obligation of the employees and all persons entrusted by him with the processing or fulfilment of this contract to observe data protection (Art. 28 para. 3 lit. b DS-GVO).

(2) Before handing over a data carrier to neylux, the Client shall ensure the deletion of contents worthy of protection, unless otherwise agreed.

15. Further contractual conditions

(1) neylux shall be permitted to use suitable third parties (subcontractors) for the contractual services in whole or in part.

(2) neylux shall be entitled to include the Client in its reference list and to mention the name of the Client in interviews or public announcements with the corresponding company logo.

(3) The obligations arising from items 13 and 14 shall continue to exist for an unlimited period of time even after termination of the contractual relationship.

(4) The Client shall not be entitled to assign his rights under this contract to third parties.

16. Final Provisions

(1) The invalidity of a clause in these terms and conditions shall not lead to the invalidity of the remaining clauses. The latter shall then be interpreted or supplemented in such a way that the intended economic purpose is achieved as precisely as possible in a legally permissible manner. The same shall apply to any gaps requiring supplementation.

(2) Insofar as the Client is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, Munich shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship.

(3) German substantive law shall apply to all legal relationships between neylux and the Client in addition to these provisions. The provisions of the Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) shall not apply.

II Part: Provisions for Software Licensing - Rental

If the subject matter of the IT contract is the temporary provision of standard software against payment, the following provisions shall also apply in addition to the provisions of the first part of the GTC:

1. Type and scope of services

(1) neylux shall provide the Client with the contractually defined standard software, if agreed in the individual case, together with the software documentation for use in accordance with the intended purpose and shall make this available to the Client together with the corresponding updates/software updates "on a rental basis" (permanently) during the term of the contract (provision of software).

Within the scope of the provision of software, neylux shall in principle not owe any supplementary services and/or work performances such as, in particular, (i) installation, parameterization or other individual adaptations of the software; (ii) consulting and support services (e.g. implementation of a software update, maintenance of the database, configuration); (iii) establishment of the compatibility or interoperability of the software with the hardware or software environment provided by the Client or subsequently modified by

him; (iv) instruction in the functionality of the software and implementation of application training; (v) carrying out or checking data backups. Such services and works shall - if and insofar as the parties expressly agree on this in individual cases - only be provided by neylux on the basis of a separate contract as IT services in accordance with part 3 of these provisions.

2. Delivery or Provision of the Software

(1) If no delivery and performance period and no delivery date have been agreed, delivery shall take place no later than 4 weeks after conclusion of the contract.

(2) The software shall be delivered or provided as source code. The Client shall have no claim to the transfer, disclosure or use of the source code.

(3) The Client shall receive the software together with the associated licence key, which shall activate the software for use. Any use of a licence key that has not been lawfully acquired and the duplication of such a licence key for multiple use of the software is prohibited.

3. Remuneration/Terms of Payment

(1) The Client shall pay a recurring rental fee for the provision of the software.

(2) The rental fee claim shall arise from production availability of the software, at the latest 4 weeks after delivery/provision and offer of all performance obligations by neylux.

(3) Unless otherwise agreed in individual cases, the rental fees for the provision of software shall be invoiced in advance on a rotational basis.

4. Rights of Use

(1) All rights to the software of neylux - in particular the copyright and other IP rights - shall be exclusively vested in neylux in relation to the Client, even insofar as the software is adapted or newly created as a result of the Client's specifications or cooperation.

(2) The Client shall only have the non-exclusive rights to the software described below. This shall apply accordingly to all other objects, work results and information possibly provided to the Client within the scope of the contract initiation and implementation.

(3) Unless otherwise agreed in individual cases, the software shall be made available exclusively for the personal use of the Client; use by a company affiliated with the Client within the meaning of Section 15 of the German Stock Corporation Act (AktG) shall be excluded.

(4) Subject to compliance with the Terms and Conditions of these provisions and payment of the corresponding fees, the simple, non-exclusive, non-transferable, time-limited, revocable right to use the software including software documentation

for the purpose of the contract during the rental period/contract term, i.e. to load and save it temporarily, to display it and to run it, shall pass to the Client - unless otherwise agreed in the individual case.

(5) If the software is available on a movable data carrier, the Client may make a backup copy of the software provided to him, which must be marked as such. The Client may not make any further copies, including the output of the programme code on a print device. If the Client can prove that the original version can no longer be used or found, the backup copy shall take the place of the original.

(6) The Client shall be entitled to use the software within a network or other multi-station computer system so that it can be operated simultaneously or consecutively – within the scope of the access authorizations - from more than one workstation, so-called multi-station application or use. The type and number of users authorized to access the software shall depend on the type and scope of the software to be used in accordance with the respective description of functions and services and the order confirmation or the IT contract.

(7) The software shall be provided exclusively for the personal use of the Client; any application or use of the provided software in companies affiliated with the Client pursuant to §§ 15 et seq. AktG (German Stock Corporation Act) is excluded, unless otherwise exceptionally agreed between the parties. Any such use of the software is an act in breach of contract. If such use of the contractual software by the Client is found to be in breach of the contract, neylux shall be entitled to conclude a contract with the Client on increasing the scope of use. The right of neylux to claim damages shall remain unaffected.

(8) The Client shall be prohibited from processing, reworking and any reverse translation (decompiling or disassembling of source codes) or other types of reverse engineering - itself or through third parties - without the prior written consent of neylux. The Client shall not be entitled to make changes or interventions in the software himself or through third parties in order to eliminate possible program errors unless neylux has rejected the making of such changes.

(9) In the event that the contractual software is provided as an upgrade or update, the Client shall only be entitled to exchange the contractual software for previously delivered versions of the contractual software. The other provisions of this contract shall also apply in this case. The Client acknowledges that the delivery of an upgrade or update shall not be deemed to constitute the granting of a further right to use the contractual software, i.e. he may not use the upgrade or update in addition to the contractual software to be replaced, nor may he transfer the contractual software to be replaced to a third party.

(10) The Client shall be prohibited from removing or modifying any trademarks or protective notices affixed to the software and/or its documentation. He shall be obliged to include such marks in unchanged form in all complete or partial copies of the software produced. The Client shall not be entitled to remove or circumvent any existing protective mechanisms of the software.

5. Third Party Use

(1) The Client may not make the software available to third parties - whether in return for payment or free of charge - or have it used by third parties (e.g. through timesharing use or application service providing within the scope of a computer centre or outsourcing operation) or use it to train persons who are not employees or staff of the Client.

(2) If a third party operates or is to operate the software on behalf of and under the control of the Client for the exclusive use of the Client (IT outsourcing, hosting), this shall require the prior written consent of neylux.

(3) The export of software including the associated data and documents may be subject to approval. The Client shall be obliged to obtain the necessary export licences on his own responsibility and to make deliveries only in accordance with this licence.

6. Rental period/contractual term

(1) The rental period/contractual term shall commence upon notification by neylux to the Client of the present Production Availability of the software, at the latest 4 weeks after delivery/provision and offer of all performance obligations by neylux. Unless otherwise agreed in individual cases, it shall initially be concluded until the end of the full contract year following the commencement of the contract (minimum term) and shall then always be automatically extended by a further contract year in each case if no notice of termination is given by one of the parties in due time. The notice period is 6 weeks to the end of the contract year.

(2) Upon termination of the rental period/contractual term, the Client shall cease to use the software and undertakes to completely and irretrievably delete or destroy the installed software, including all copies and documentation, unless he is legally obliged to retain it for a longer period. The Client shall subsequently assure neylux in writing of the fulfilment of these obligations.

(3) The rental period/contractual term shall only be deemed to have ended when the Client has demonstrably carried out the deletion or destruction of the software.

(4) As long as the Client does not provide evidence of the discontinuation of the use of the software and its deletion or destruction, a compensation for use in the double amount of the agreed rental fee shall be due; it shall not be a matter of whether the Client is obliged to represent. Upon termination of the rental period/contractual term, software

updates shall no longer be supplied, support shall be discontinued and neylux shall not assume any liability.

7. Obligations of the Client to Cooperate

(1) The Client shall be responsible for setting up and maintaining the hardware and software environment required for the operation of the software.

(2) The Client is obliged to carry out the installation of the software immediately after receipt and to check its functionality within the scope of the commercial duty of inspection.

(3) Defects, damage, losses, incorrect deliveries or incomplete deliveries discovered in this process must be reported to neylux in writing without delay, at the latest, however, within 5 working days of becoming aware of them. The same shall apply to defects which could not be identified in the course of a proper inspection as well as to defects occurring later within 5 working days after their discovery. The notice of defects must contain a description of the defects that is as specific and detailed as possible, in particular all useful information on the type of defect as well as on the activity that was carried out when the defect occurred. If the Client fails to give such notice of defect in due time, the software shall be deemed accepted with regard to this defect, unless neylux has fraudulently concealed the defect.

8. Software Update/updates

(1) neylux shall provide the Client with software updates during the term of the contract/lease period at reasonable intervals, usually once a year.

(2) The update services shall include the adaptations necessary to ensure the functionality of the software, e.g. to new operating system versions released by neylux or to modified interfaces, as well as - depending on the product - the delivery of improved or modified functions. neylux shall always act at its own discretion and shall be free to design the software. neylux shall be entitled to make a change in the appearance and the manner of operation of the software, provided that the essential functionality of the software is maintained. neylux shall also be entitled to change, add or remove functions, provided that it is ensured that the subsequent versions will at least provide the essential performance of the original versions.

(3) neylux may transfer the provision of these update services to a third party.

(4) The Client shall ensure that the supplied updates/upgrades of the software are installed without delay.

(5) The updates shall be provided by neylux sending them to the agreed e-mail address and thereby making them available to the Client.

9. Warranty

(1) neylux shall maintain the software in a condition suitable for use in accordance with the contract for the duration of the term of the contract and shall remedy any defects occurring within a reasonable period of time.

(2) A defect shall be deemed to exist if the software does not fulfil the requirements provided for in the description of the functionalities and if this has more than an insignificant effect on the suitability of software for use in accordance with the contract. The prerequisite is that the defect occurs in a standard IT environment for which the software was purchased or released and is reproducible.

(3) Functional impairments which are based on one of the following causes or which otherwise fall within the Client's sphere of responsibility or risk shall not constitute a defect:

- failure to meet the system requirements for the operation of the software;
- use of defective hardware;
- incompatibility with other software products (operating systems and/or application programs), if and insofar as compatibility has not been expressly agreed or guaranteed by neylux;
- improper installation, configuration or operation of the software.
- failure to keep the software up to date
- failure to install the updates supplied, unless this would be unreasonable for the Client, for example due to a faulty software update.

(4) The defect may be remedied at the discretion of neylux by one of the following measures: (i) Provision of an error-free software version or a patch that remedies the error, whereby the installation of the corresponding software or the corresponding patch shall be carried out by the Client; (ii) Modification of the software via remote access to the IT system of the Client; (iii) Establishment of a process or a technical routine to circumvent the error (so-called workaround), provided that this is reasonable for the Client.

(5) In the event of proven defects of title, neylux shall provide warranty by means of subsequent performance by providing the Client with a legally flawless opportunity to use the delivered software or, at its discretion, replaced or modified software of equivalent value.

(6) In the event of defects of minor criticality which only insignificantly impair the use of the software, the elimination of the defect may be postponed to the next suitable point in time by providing a corresponding patch or an error-free software version at which neylux or the respective software manufacturer will also provide other enhancements and/or modifications to the software in accordance with its release planning.

(7) A reduction in rent is only permissible if and to the extent that the defectiveness of the defectiveness of the software has been acknowledged or legally established

III Part: Provisions for IT Services

If the subject matter of the IT contract is IT services, the following provisions shall also apply in addition to the provisions of the first part of the GTC:

1. Type and scope of IT services

(1) neylux shall provide IT services as services within the meaning of §§ 611 et seq. BGB. Services under a contract for work and services are not the subject of IT contracts.

(2) The subject matter of IT services shall only be work and services by way of exception if and insofar as the parties expressly agree on this by way of exception, e.g. customizing (adaptation of standard software for the purposes and in accordance with the agreed requirements of the Client).

(3) The type and scope of IT services provided by neylux shall be based on the individual contractual agreements with the Client.

(4) neylux shall accept support requests exclusively by e-mail.

(5) Support requests shall be processed within the support hours within a reasonable period of time. The support hours are on weekdays from Monday to Friday between 8:00 and 17:00 CET.

(6) neylux shall ensure that the number of appropriately qualified vicarious agents of neylux that can be calculated from the effort and deadline estimate are available for the processing of an order.

(7) If neylux is unable to fulfil an order by a contractually agreed deadline, neylux shall, as soon as this is foreseeable, inform the Client of this in writing or in text form (e.g. by e-mail), indicate the foreseeable duration of the delay and state the reasons causing the missed deadline.

2. Contract Term

Insofar as the IT contract concerns recurring IT services, it is, unless otherwise agreed in individual cases, initially concluded until the end of the full contract year following the start of the contract (minimum term) and is then always automatically extended by a further contract year in each case if no notice of termination is given by one of the parties in good time.

3. Place of performance for IT services

The service is provided via remote data transmission in remote access. On-site appointments can be arranged individually.

4. Remuneration

(1) Unless otherwise agreed, the IT services provided by neylux shall be remunerated by the Client on the basis of the actual time spent in accordance with the current price list of neylux applicable at the time the order is placed.

(2) A daily rate shall refer to eight working hours. Overtime shall be remunerated accordingly on a pro rata basis. In general, neylux shall charge 1.5 times the hourly rate for assignments within the Federal Republic of Germany on weekends and public holidays at the registered office of neylux at which the work is performed, as well as for night assignments (8 p.m. - 8 a.m.).

(3) Travel times shall be charged at 0.5 times the hourly rate.

(4) Remuneration for IT services shall be invoiced in arrears. The remuneration for recurring services shall be invoiced on a rotational basis with the commencement of the contract.

(5) neylux may adjust the remuneration agreed in accordance with the offer accordingly if neylux has changed the usual remuneration for the service in accordance with the price list valid for new customers. neylux may change the remuneration with a notice period of 3 months by means of an adjustment declaration in text form to the Client, however, for the first time 12 months after the start of the contract and then 12 months after the previous increase takes effect. The price adjustment shall be determined by neylux at its reasonable discretion (§ 315 BGB), taking into account the price list valid for new customers. If the increase in remuneration amounts to more than 10% of the corresponding amount for the previous contractual year, the Client may terminate the contractual relationship extraordinarily with effect from the effective date of the price increase. If the Client does not terminate the contract before the price increase comes into force, the price increase

shall become binding on the date determined by neylux.

5. Acceptance

(1) The services provided by neylux shall not be services that are subject to acceptance. Services shall be deemed to have been rendered when neylux submits the activity overview to the Client, unless otherwise agreed.

(2) Insofar as the IT services to be rendered by neylux are rendered as work services by way of exception, the following shall apply: (i) The Client shall accept work performances immediately (within 14 days at the latest) after notification of successful performance or, if applicable, notification of readiness for acceptance. (ii) During the acceptance test, the Client shall check whether the performance fulfils the requirements stipulated in the scope of performance in all essential points. After the acceptance test has been successfully carried out, the Client shall immediately declare acceptance in writing to neylux. (iii) Insignificant deviations from the requirements and acceptance criteria provided for in the scope of services shall not entitle the Client to refuse acceptance. They shall be recorded as a defect, if any, and shall be remedied by neylux within the scope of its warranty obligation. (iv) The Client shall immediately notify neylux of an unsuccessful acceptance test. The notification must contain a description of the deviation that is as concrete and detailed as possible. (v) The performance shall be deemed to have been accepted if the Client does not carry out the acceptance test and neylux has unsuccessfully set him a grace period of 2 weeks to declare acceptance. Acceptance shall also be deemed to have been accepted if the Client uses the service productively.

6. Warranty

In the case of services, there is no entitlement to a warranty. neylux therefore assumes no liability in particular for the results resulting from consulting and/or support services.

neylux
Munich, 01 May 2022