General Terms and Conditions of the
Institut für angewandte Systemtechnik Bremen GmbH

I.

1. Our General Terms and Conditions – hereinafter "GTC" – only apply to legal transactions for persons acting in exercise of their trade, business or profession (entrepreneurs within the meaning of section 14 of the German Civil Code, hereinafter “BGB”). This also includes legal persons under public law and special funds under public law.

2. These GTC apply to all services and deliveries provided by us, for contracts, in particular for the creation of software – hereinafter also "products" – as well as for consulting and support services for the planning of data processing systems, data processing concepts and the creation of software specifications. Insofar as we refer to more specific terms and conditions for certain services (in particular to our General Terms and Conditions for Service Contracts), the latter shall take precedence over these GTC. These GTC also apply if we owe the sale of software and hardware by way of exception.

3. These GTC apply exclusively. Deviating general terms and conditions of the customer shall not apply. Our GTC shall also apply to all future transactions with the customer, even if we do not refer to the validity of our GTC again.

4. Individual agreements made with the customer in individual cases (including ancillary agreements, supplements and changes) take precedence over our GTC. Such agreements must be made or confirmed in writing for evidence purposes. Subject to proof to the contrary, the contract and/or our written confirmation shall be authoritative for the conclusion and content of such agreements. With the exception of managing directors and authorised signatories (“Prokuristen”), our employees are not entitled to make agreements that deviate from our GTC.

II.
Conclusion of Contract

In case of doubt, cost estimates, draft offers, product presentations and other verbal declarations made by us in the run-up to the conclusion of the contract do not constitute offers in the legal sense, but are to be understood as an invitation to the customer to submit an offer. It is a contractual offer from us only if it is at least in text form and designated as an offer. Our

offers are not binding. A contract shall only be concluded when the customer receives our written order confirmation or when we commence with the deliveries and services.

III.
Scope of Services

1. Our offer, our order confirmation as well as these GTC shall be authoritative for the content of the contract. Subsequent changes, supplements or ancillary agreements must be agreed in writing, insofar as no special procedure has been agreed.

2. If software is created by us, the content of the contract shall furthermore be determined by the specification sheet to be created by us together with the customer. The specification sheet must contain all information required by us in the planning phase about the areas of application of the software. It must be signed legally binding with a date by the contracting partners. This also applies to changes to the specification sheet, insofar as these GTC do not regulate otherwise.

3. If it becomes apparent in the course of performance that deviations from the services to be rendered, in particular from the specification sheet, are necessary, we may, insofar as the customer does not provide us with any other executable instructions, stipulate changes and deviations insofar as this is reasonable for the customer. We are entitled to prescribe hardware and software requirements (also certain products) as binding for the customer within the limits of reasonableness, even insofar as these requirements have not yet been determined in the specification sheet. If it turns out that the requirements for the service cannot be implemented or can only be implemented with unreasonable effort, we are entitled to demand an appropriate adjustment of the contract.

4. Services that are not expressly agreed in the contractual documents are not part of the scope of services owed by us: In particular, the delivery of hardware and software produced by third parties ("third party programmes") is not part of the services owed by us, unless expressly agreed otherwise. The customer shall undertake the procurement of the required hardware and required third party programmes on his own responsibility and at his own expense. If we become active in connection with the procurement of hardware or third party programmes, we shall merely support the customer in the procurement by preparing the conclusion of the contract on behalf of the customer or by acting on behalf of and in authority of the customer when concluding the contract. We shall only act as a seller of hardware and third party programmes if this is expressly agreed.

As soon as, by way of exception, we sell third party programmes and the provision of these programmes is linked to the acceptance of the licence conditions of the respective manufacturer, the transfer of the ownership of these third party programmes to the customer shall take place under the condition that he confirms the licence conditions of the manufacturer in writing. In this respect, we merely act as a broker for a licence agreement with the manufacturer.

5. Insofar as not expressly agreed otherwise, consulting and support services, the installation of our products, the installation of third party programmes, the set-up of hardware, the performance of a test operation, the care and maintenance of software and hardware as well as instruction and training activities are not part of the services owed by us under the contract. However, we are prepared to provide such additional services against separate commissioning and remuneration according to expenditure. Such additional services require a separate agreement.

6. If we have specifically undertaken to provide consultancy and support services, the following shall apply:

   a) We are only responsible for the provision of the consultancy service, but not for the achievement of a specific result. This shall also apply if we engage a third party company as a vicarious agent.

   b) We are not obliged to check the completeness and correctness of the client's task and service description or data, information or other services provided by him if there is no justified reason to do so. However, if we recognise that these are faulty, ambiguous, not feasible or need to be adapted due to the progress of the work, we will inform the customer about this without undue delay. The customer must then decide on his part without undue delay on a change to the task or service description.

IV.
Quality of Our Software and Hardware

1. The agreed quality of our products only includes the characteristics and features stated in our offer or our order confirmation. Software is created by us in a way that the requirements described in the specification sheet are fulfilled.

2. Insofar as third party programmes are provided by us by way of exception the customer shall receive these in the latest version at the time of delivery. We are entitled to integrate open source software components into the software.

3. Declarations regarding the quality and durability of hardware and software sold shall only constitute a guarantee of quality or durability within the meaning of section 443 BGB, if we have expressly designated them as a "guarantee".

V.
Cooperation Obligations of the Customer

1. The customer shall support us comprehensively, expertly and in time. He is obliged to provide all necessary cooperation at his own expense, in particular to cooperate in:

   - ascertaining all information about the customer and, if applicable, his end customer, which we require in order to be able to draw up the specification sheet and provide our services in accordance with the contract. This includes, above all, complete information about the system environment, the interfaces, the actual and planned company processes as well as the actual and planned technical and organisational boundary conditions of the specialist departments. From a technical point of view, this includes, above all, the rules for plausibility checks, the quantity equipment, the throughput requirements and all relevant data volumes,
   - early tests of the software and/or of individual components thereof which we deem necessary at the respective time. For this purpose, the customer shall provide us in a timely manner during the development phase with a test environment corresponding to the later system environment as well as associated test data to the extent and structure prescribed by us. Insofar as a data migration into the test environment is necessary, the customer shall carry this out independently. During the test phases the customer shall provide us with sufficient and qualified personnel to support us,
   - the preparation and execution of the installation of the products and programmes, in particular by enabling remote data transmission, if an installation has been expressly agreed,
   - any expressly agreed technical test runs, in particular by providing adequately qualified personnel and the necessary hardware during normal working hours. In order to carry out the agreed test runs, the customer shall provide us with test data to the extent and structure prescribed by us, whereby all case types and areas of application of the software desired by the customer shall be covered. Insofar as a migration of the test data is necessary, the customer shall carry this out independently. If the test operation takes place in the productive system, the customer shall ensure its security and the backup of the data stocks.

2. The customer shall furthermore provide the following services at his own expense:

- appointment of at least two technically competent contact persons entrusted with the handling of the project and their contact details, who are immediately available to us for queries etc.,
- deployment of technically competent employees as well as sufficient training of his employees in order to ensure a secure introduction and operation procedure,
- review of our plans, service descriptions, technical statements and assurances with regard to their suitability for the customer's operational purposes; we must be informed immediately of any inconsistencies or errors discovered thereby,
- to carry out tests of the software and/or of individual components thereof, which we deem necessary at the respective time, to an appropriate extent; the parties shall agree on further details, such as the test plan and test contents, in good time before the test is carried out, insofar as necessary,
- Creation of all installation prerequisites in the area of the own organisation, so that we can connect to the intended interfaces with the contractually stipulated services without additional expenses,
- procurement of the system equipment (hardware and software including the licences for third party programmes) and of the system environment (networks etc.) specified in the specification sheet,
- complete and sufficiently precise error messages without undue delay, including the provision of data and protocols suitable for error analysis,
- proper backup of the own data, making sufficient backup copies of all data transferred to us, securing his data stocks against loss before we carry out installation or maintenance work as well as pointing out any unsecured data stocks, if applicable,
- proper care and maintenance of hardware and software,
- implementation of his previous/actual data files in the new data processing system (software/hardware) supplied by us.

3. In the case of consulting and support services, the customer is additionally obligated to provide us in a timely manner with all documents and information about the customer necessary for the performance of our consulting services. Upon request, the customer shall confirm in writing the correctness and completeness of the documents and information provided by him. If we request decisions from the customer, these shall be made by the customer without undue delay.

4. If the customer’s information or documents prove to be incorrect, incomplete or ambiguous, the customer shall make the necessary corrections, supplements or error removals without undue delay after being notified accordingly by us.

5. We are not obliged to check data, information or other services provided by the customer for completeness and correctness if there is no justified reason to do so.

6. The customer's cooperation obligations in accordance with the above paragraphs 1 to 4 are essential contractual duties. In the event of their non-fulfillment, we shall not be in default from the time of the breach until its remediation. If the customer violates his cooperation obligations and delays and/or additional efforts arise as a result, we may demand changes to the schedule and to the prices – the latter on the basis of the agreed hourly rates or, if no hourly rates have been agreed, on the basis of our usual hourly rates – without prejudice to further statutory rights.

7. The customer shall be responsible for the technical equipment which enables the use of our deliveries and services, insofar as the consultation regarding the required technical equipment and/or the production of the same is not expressly part of our contractual performance obligations.

VI.
Subsequent Change Requests of the Customer regarding the software to be created by us

1. We will check subsequent requests for changes and supplements by the customer and deviations from the specification sheet of the software to be created by us in order to determine whether and under what conditions they are feasible and we will submit a corresponding offer of change to the customer. During the review, our performance and delivery obligations shall be suspended. Agreed delivery and performance dates shall be extended by the duration of the requested interruption and by an appropriate restart time.

2. Unless otherwise agreed, the services shall be continued in accordance with the original agreements during an ongoing change procedure. The customer shall be entitled to instruct us in writing to interrupt the services completely or partially until completion of the change procedure. Agreed delivery and performance dates shall be extended by the duration of the requested interruption and by an appropriate restart time which we require in order to organize the resumption of work and to make the necessary resources available again.

3. The customer shall bear the expenses incurred by the change request. This includes in particular the examination of the change request, the preparation of the change proposal and any downtimes. The charging shall be based on the agreed hourly rates if such have been agreed between the parties; otherwise based on our usual hourly rates.

4. Subsequent changes and supplements shall only become part of the contract if an agreement is made in this respect. This agreement shall be made in writing - also with regard to the effect on the remuneration and the original delivery periods. If the parties

do not reach an express agreement on the remuneration and the effect on the delivery and performance periods, the following shall apply: Additional expenses that incur to us due to the implementation of the change or supplement requests shall be remunerated in accordance with our general hourly rates on a time and material basis. Delivery and performance periods shall be extended appropriately.

5. If no agreement is reached on the customer's subsequent requests for changes and supplements, the parties shall perform the service in accordance with the original agreements, insofar as not agreed otherwise.

VII.
Delivery, Passing of Risk

1. Unless the set-up of the hardware and/or the installation of the software at the customer's facility has been agreed, our deliveries shall generally be made "ex works" (Incoterms 2020). In this case, the risk of accidental loss or accidental damage to the hardware and/or software shall pass to the customer as soon as we hand over the hardware and/or software to the first freight forwarder or carrier.

2. If the set-up of hardware and/or installation of software at the customer's facility has been agreed, the risk of accidental loss or accidental damage shall pass to the customer as soon as the hardware and/or software has entered the customer's spatial or digital business area.

3. Partial deliveries are permissible insofar as they are reasonable for the customer.

4. At our request, the customer shall confirm the delivery of the hardware and/or software to us in writing without undue delay. The confirmation shall be of no significance for the due date of our payment claims and for the commencement of the limitation period for any claims for defects on the part of the customer and shall only serve to simplify the verifiability of the deliveries and services provided.

VIII.
Delivery Periods, Obstacles to Delivery, Rights of Revocation

1. Stated performance dates are for project planning purposes only and are non-binding unless otherwise expressly agreed in writing.

2. For contracts without installation, the date of dispatch from the factory shall be decisive for compliance with delivery periods, for contracts with installation, the date of entering the customer's facility shall be decisive.

3. Compliance with the agreed delivery periods shall be subject to the timely clarification of all technical questions and to the fulfillment of all cooperation obligations of the customer. If these prerequisites are not fulfilled in due time, the periods shall be extended appropriately; this shall not apply if we are responsible for the delay.

4. We shall not be responsible for cases of force majeure and other unforeseen circumstances and occurrences for which we are not responsible and which could not have been avoided with the diligence of a prudent merchant, e.g. labor disputes, war, fire, transport obstacles, shortage of raw materials, official measures, mass diseases, epidemics and pandemics. Such circumstances shall interrupt our delivery and performance obligations for the time of their duration and scope of their effect plus an appropriate start-up period. This shall also apply if we are already in default.

5. The delivery dates stated by us are subject to timely and proper delivery to us, provided that we have concluded a congruent hedging transaction with our suppliers in good time.

6. In the event of force majeure and/or in the event of late or improper delivery to us, we shall be entitled to revoke the contract. In this case, we are obliged to inform the customer about the non-availability of the delivery without undue delay and to reimburse him for any considerations already made without undue delay.

IX.
Prices and Terms of Payment

1. Cost estimates prepared by us are non-binding. If a significant exceedance of the cost estimate becomes apparent, we will inform the customer of this without undue delay. The right to terminate the contract due to cost exceedance is governed by section 649 BGB. Prices quoted in our offer or our order confirmation shall only be fixed prices if they are expressly designated as fixed prices therein. All other price quotations are mere cost estimates. In these cases, invoicing shall be based on the time and effort involved.

2. Our prices are net ex works excluding VAT, loading, packaging, freight, postage and transport insurance.

If we have agreed a fixed price with the customer, this shall only cover the expressly agreed services. Services which are based on the customer's request for changes or supplements are to be paid for additionally. This shall also apply insofar as no express agreement on additional remuneration is made in this respect. In this case, the additional services shall be charged in accordance with our usual hourly rates. Furthermore, we shall be entitled to demand an appropriate increase in the remuneration if deviations from the specification sheet are necessary and this results in additional efforts, provided that this was not foreseeable for us at the time the contract was concluded. If the amount of the appropriate increase exceeds 25% of the order amount or if the increase is unreasonable for the customer for other reasons, taking into account his legitimate interests, the customer shall have an extraordinary right of termination. If the customer makes use of this right, the services rendered shall be invoiced on a pro rata basis.

3. We are entitled to demand appropriate advance payments. If the customer defaults on an advance payment, we are entitled to refuse further services until full payment has been made.

4. Insofar as services are to be billed on a time and material basis, this is done on a monthly basis. Our daily rate refers to a working time of 8 hours per employee during a working day (excluding Saturday) in the time from 9:00 a.m. to 7:00 p.m. Work during the night time (from 7:00 p.m. to 9:00 a.m.) as well as on Saturdays, Sundays and public holidays requires a special agreement. Working hours during the night time and on Saturdays will be charged at the hourly rate increased by 50 %, work on Sundays and public holidays will be charged at the hourly rate increased by 100 %.

5. Travel time will be charged at 50% of the respective daily fee. Travel costs, expenses, costs for accommodation will be invoiced additionally against proof. We reserve the right to choose the means of transport. We will invoice travel costs according to the most favorable distances and will undertake trips whose costs are not in a reasonable proportion to the total fee only with the express ratification of the customer.

6. We reserve the right to change our prices accordingly if and to the extent that our procurement and delivery costs increase after conclusion of the contract due to circumstances for which we are not responsible (e.g. tariff increase, material price increase, tax increases, etc.) and if we inform the customer about the price increase in due time before delivery. The same applies if the customer requests a change in the delivery date and we incur additional costs as a result.

7. Our invoices have to be settled without any deductions within 14 days of the invoice date. Payment shall only be deemed to have been made when we can finally dispose of the amount.

8. If a jeopardy to our claims for payment becomes apparent due to the customer's inability to pay, we shall be entitled to declare all claims not yet due from the entire business relationship with the customer to be due immediately, provided that we have already made our deliveries. This shall also apply if we have already accepted bills of exchange or checks. A jeopardy exists if information from a bank or credit agency suggests that the customer is not creditworthy. The same applies if the customer is in default in payment with at least two invoices. In this case, we shall also be entitled to set the customer an appropriate period of time in which the customer must, at his discretion, either effect payment or provide security reciprocally and simultaneously with the performance of the outstanding deliveries. After unsuccessful expiry of this period, we may revoke the contract. In the event of stoppage of payments or overindebtedness of the customer, the setting of a grace period shall be dispensable.

9. The customer may only set off claims that are uncontested or have been finally and non-appealably established. This shall also apply to the assertion of rights of retention. The statutory provisions shall apply to retention due to defects.

X.
Installation, Test Operation

Insofar as in individual cases we have also expressly undertaken the installation of the software and/or the set-up of the hardware, the following provisions shall apply:

1. If software is to be developed by us, the installation of this software as well as of any products sold with it shall take place within two weeks after delivery.

2. A prerequisite for a timely installation is that the customer has created and/or maintained the agreed installation environment. We must be notified of any changes to the installation environment without undue delay.

3. The installation is completed when the supplied hardware and/or software is ready for operation, subject to the work still to be performed by the customer (networking, input of data, etc.). The installation does not include commissioning or test operation. However, we are prepared to carry out the commissioning or a test operation on the basis of a separate order for a reimbursement of efforts according to our general hourly rates. Such additional services require a separate agreement.

4. If a test operation to be carried out by us has been expressly agreed for certain hardware and/or software, this shall begin after installation. The test operation shall be deemed to have been successfully completed if the hardware and/or software functions essentially without defects during the agreed period of time. If a period for the test operation has not been agreed, a period of 8 hours shall be deemed to have been agreed.

5. At our request, the customer shall confirm to us in writing without undue delay the delivery of the hardware and/or software and, in the case of an agreement on installation, also its completion, and in the case of a test operation also its successful performance. The confirmation shall be of no significance for the due date of our payment claims and for the commencement of the limitation period for any claims for defects on the part of the customer and shall only serve to simplify the verifiability of the deliveries and services provided.

XI.
Acceptance, Tests

1. Our services (installations, etc.) shall be accepted without undue delay after declaration of readiness for acceptance. If a test phase has been agreed before acceptance, acceptance must take place by the end of the test phase.

2. The customer is obliged to test the software carefully before acceptance. If applicable, the parties shall jointly agree on further details such as test plan and test contents. The customer shall be obliged to keep a test log and in particular to record adverse characteristics in the test log.

3. If acceptance of the service requires a function test, this shall be deemed to have been successfully performed if the software essentially meets the agreed requirements. Acceptance must not be refused due to insignificant defects. Such defects shall be listed in the acceptance protocol and will be remedied by us within an appropriate period of time.

4. Acceptance shall be deemed to have taken place when

   - the customer uses the products productively, unless such use is solely for the purpose of acceptance testing, or

- the customer does not refuse acceptance in writing due to defects that are not merely insignificant within 10 working days of the declaration of readiness for acceptance or, if a test phase has been agreed, within the test phase.

XII.
Obligation to give notice of defects, Rights and Obligations of the customer in case of defects

1. Defects which the customer has recognized prior to acceptance, in particular in the course of tests, or has failed to recognize due to gross negligence, shall be recorded in the acceptance protocol. If the customer does not record such defects, our services shall be deemed to have been provided in accordance with the contract to that extent. If the customer has not or not completely fulfilled his obligation to participate in tests or to carry out his own tests, to that extent our services shall be deemed to have been provided in accordance with the contract insofar as there are no deviations which would have been recognizable if the customer had participated in the tests and/or had carried out tests in accordance with his obligations.

2. The customer shall inspect the software and/or hardware supplied by us without undue delay, insofar as this is feasible in the ordinary course of business, and shall notify us in writing without undue delay if a defect becomes apparent. If the customer fails to notify us, the customer shall to that extent not be entitled to assert any rights in respect of defects, unless the defect was not recognizable during the inspection. The inspection and notification must be made without undue delay, but at the latest within 10 working days. The period for inspection and notification of defects shall generally commence upon delivery, insofar as an installation was agreed upon after its completion or, insofar as a test operation was agreed upon, after its completion.

3. If, irrespective of a test, a defect becomes apparent later which was not recognizable during the test phase or the inspection (hidden defect), this defect must be reported to us in writing without undue delay after its discovery. If the customer fails to inspect our products and programmes without undue delay or to give notice of a defect in due time, he cannot invoke this defect.

4. The customer shall only have claims for defects if reported defects are reproducible or can be shown by machine-generated records. The customer shall record the defects in writing in a comprehensible form, stating the information useful for identifying the defects.

5. If the product delivered by us is defective and the defect was properly notified in due time, the customer's claims shall initially be limited to cure. This shall not apply if the cure is unreasonable for the customer. In the event of cure, we shall have the right to choose between repair and resupply. With regard to further rights of the customer, in particular to reduce the remuneration or to withdraw from the contract, the statutory provisions shall apply, but with the following provisos: If we have made an attempt at cure within an appropriate period set by the customer for cure, but this has not remedied the defect, the customer shall be obliged to grant us further attempts at cure until the cure is deemed to have failed or to be unreasonable. In this context, it must be taken into account that the creation of an error-free software is not possible. Agreed reaction times do not constitute periods for cure and do not release the customer from the requirement to set an appropriate grace period for cure.

6. If we are unable to remedy defects in software products or to deliver a new product, we will provide the customer with options to circumvent the defect. Insofar as the customer can reasonably be expected to make use of the defect circumvention options, they shall be deemed to constitute cure.

7. The customer shall not be entitled to revoke the contract if the defect is minor.

8. Clause XIII shall apply to claims for damages.

9. The limitation period for claims for defects shall be measured in accordance with XV.

10. If the customer has modified the delivered product, all claims for defects of the customer shall expire, unless these modifications had no influence on the defect and the effort required to remedy the defect.

11. If only some of the products delivered are defective, any statutory right of revocation shall be limited to these products. This shall also apply if the products were sold as belonging together, unless the defective products cannot be separated from the others without damage or the customer proves that this would be unreasonable for him.

12. If it turns out that there was no defect and the customer could have recognized this, we shall be entitled to charge the customer for the costs of inspection and error removals at our usual hourly rates.

XIII.
Liability, Exclusion of the Right of Revocation in the case of certain breaches of duty

1. We shall be liable in accordance with the statutory provisions for damage caused intentionally and by gross negligence.

2. We shall be liable for slight negligence in the event of a breach of a duty the fulfillment of which enables the proper performance of the contract and on the observance of which the customer may regularly rely (so-called cardinal duty).

3. If we are liable for slight negligence, our liability shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract.

4. In the case of consultancy services, hardware and software errors, our liability shall be limited to the order value of the service concerned.

5. The liability for the loss of data and/or programmes is excluded to the extent that the damage is due to the fact that the customer has failed to carry out a regular data backup and thus to ensure that lost data can be restored with reasonable effort.

6. The foregoing exclusions and limitations of liability shall not apply in the event of fraudulent concealment of defects, insofar as we have assumed a guarantee, for damages which are to be compensated under the Product Liability Act, as well as for damages to life, body or health.

7. The foregoing exclusions and limitations of liability shall also apply to our employees, vicarious agents and other third parties used by us for the performance of the contract.

8. In the event of a breach of duty for which we are not responsible and which does not constitute a defect in the hardware and/or software supplied by us, the customer shall not be entitled to revoke the contract.

9. In determining whether we are responsible, it must be taken into account that software technically cannot be created without errors.

XIV.
Third Party Property Rights

1. We warrant that our service does not infringe any third party property rights and that, to our knowledge, no other rights exist that restrict use pursuant to Section XVII. This does not apply to contents, concepts, signs and other ingredients provided by the customer.

2. The parties shall notify each other without undue delay if third parties assert claims for infringement of property rights on account of our service.

3. If the service impairs the property rights of third parties, we shall be entitled, at our choice, either to acquire the license from the third party, to modify the service or to replace it. We shall bear the costs incurred as a result. If we do not clear the rights of third parties, the customer shall be entitled to rescind the contract or to demand a reduction of the remuneration if the use of the service is made impossible or considerably more difficult by the rights of the third party.

XV.
Limitation Periods

1. Claims of the customer due to a defect shall become statute-barred in one year beginning with the start of the statutory limitation period (sections 438 para. 2; 634a para. 2; 199 para. 1 BGB). In the case of software development contracts, the limitation period shall commence upon acceptance. This shall also apply if a test operation has been agreed. In deviation from sentence 1, the limitation period shall be 10 years for claims of the customer due to a defect consisting of a right in rem of a third party on the basis of which the restitution of the software and/or hardware can be demanded.

2. Other contractual claims for breach of duty shall also become statute-barred in one year. This does not apply to the customer's right to revoke the contract due to a breach of duty for which we are responsible and which is not due to a defect.

3. All other claims of the customer as well as claims arising from a guarantee shall also become statute-barred in one year.

4. Notwithstanding the foregoing paragraphs 1 to 3, the statutory limitation periods shall apply to the following claims of the customer:

   a) pursuant to the Product Liability Act as well as for damages resulting from injury to life, body, health or essential contractual obligations,

   b) for damages resulting from an intentionally or grossly negligent breach of duty by us or our vicarious agents,

   c) for fraudulent concealment of a defect,

   d) for reimbursement of expenses according to section 445a para. 1 BGB.

5. Our claims against customers shall become statute-barred according to the statutory provisions.

XVI.
Retention of Title and Copyrights

1. The products delivered by us shall remain our sole property until all claims (including all current account balance claims) to which we are entitled against the customer for any legal reason now or in the future have been satisfied.

2. In the event of access by third parties to our products subject to retention of title, the customer shall draw attention to our ownership and/or our copyright and shall notify us without undue delay. Our intervention costs shall be borne by the customer, to whom we shall assign our possible claim for reimbursement of costs against the third party reciprocally and simultaneously with payment of the intervention costs, insofar as the costs cannot be acquired from the third party.

XVII.
Licenses, Multiple uses and Network use

1. Insofar as not agreed otherwise, the customer shall receive a non-exclusive license, unlimited in time, to use the purchased software in machine-readable form (object code) in his company within the agreed scope of the license.

2. As far as third party programmes including open source software components are concerned, the license conditions of the manufacturer shall apply exclusively. The customer may otherwise only reproduce the purchased software for backup purposes and also only make one backup copy, which must be marked as a backup copy and which may only be used for archival purposes.

3. If the customer wishes to use the purchased software on hardware other than the original hardware, he may reproduce it for this purpose if he deletes it from the hardware previously used.

4. The use of the purchased software within a network is only permitted if the customer ensures organizationally and technically that at no time more users work simultaneously with the system than expressly agreed.

5. Insofar as the customer is not expressly granted rights to our products by agreement, all rights to the products (and to all copies made by the customer) – in particular the

copyright, the rights to or in inventions as well as technical property rights – shall belong exclusively to us. The customer's ownership of the respective data carriers of such copies shall remain unaffected.

6. We shall be entitled to conduct an audit at the customer's premises regarding the actual use of the purchased software; in particular, we shall be entitled to collect evidence of compliance with the scope of the license in the manner chosen by us or to request such evidence from the customer. The customer shall be obligated to appropriately cooperate in the audit.

7. We reserve the property rights and copyrights to all documents provided to the customer during the execution of the contract, such as calculations and drawings. The customer must not make these documents available to third parties without our express consent. After termination of the contract, these documents and all copies must be returned to us without undue delay.

XVIII.
Source Code, Decompilation and Programme Modifications

1. The source code of third party programmes is the sole property of the concerned manufacturers, while the source code of software created by us is ours alone.

2. The customer has no right to a restitution of the source code. This remains with us. The deposit of the source code with a notary public at the customer's expense to secure the customer's warranty rights for defects requires a separate written agreement.

3. The reverse translation of the programmes licensed to the customer in the object code into other code forms (decompilation) as well as other types of reverse engineering of the various production stages (Reverse-Engineering) including all programme modifications are not permitted. The interface information required for the purpose of establishing the interoperability of an independently created computer programme to the programmes produced by us can be requested from us against reimbursement of a cost contribution.

4. Software modifications and edits other than those regulated in the foregoing paragraphs are only permissible if they are absolutely necessary for the elimination of not insignificant errors or for the establishment of the interoperability of an independently created computer programme.

XIX.
Confidentiality, Data Protection

1. Both contracting parties undertake to maintain secrecy with regard to all confidential information of the respective other party of which they become aware during the performance of the contract. Confidential information shall be deemed to include – by way of example but not limited to – in particular any software created by us, including the source code, any trade secrets relating to business and/or operational matters, any information and all data or other non-public or confidential information relating to products, processes, know-how, designs, formulas, algorithms, drafts, developments, research, interfaces, databases as well as other works protected by copyright or any other information with regard to the business activities of the contractual partners and their employees or other persons to be assigned to the contractual partners, which are disclosed within the scope of the business relationship or are otherwise marked as confidential in written, electronic, embodied or oral form. This confidentiality obligation shall continue to apply after termination of the contract.

2. Both contracting parties undertake to also oblige their employees and/or vicarious agents to comply with the confidentiality obligation stipulated in the foregoing paragraph 1.

3. Within the scope of the purpose of the contract, we are authorized to process the customer's data or have it processed by third parties in compliance with the relevant data protection provisions. Insofar as we process personal data on behalf of the customer, the parties will conclude a separate order processing agreement in accordance with the statutory provisions (Art. 28 Para. 3 GDPR). In this case, the conclusion of the order processing contract is a prerequisite for the provision of our services.

4. We are entitled to include the customer’s name in a reference list. All other references to the customer will be coordinated with him beforehand.

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Applicable Law, Place of Performance, Venue

1. The contract shall be governed exclusively by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The provisions of the German Civil Code on service contracts shall apply to contracts concluded with us for consulting and support services.

2. The place of performance for our deliveries and services is our registered office in Bremen. Our registered office is also the place of payment for the customer.

3. The exclusive venue for all disputes arising directly or indirectly from the contractual relationship is Bremen. However, we also have the right to sue the customer at his general venue. This also applies to cross-border transactions.