

General Terms and Conditions of Trade

for services

of Uniserv GmbH, Rastatter Str. 13, 75179 Pforzheim, Germany
(as per: November 2021)

comprising

A. General terms on which our services are based, in particular

- computer centre services
- training courses
- consulting
- support for the installation and integration of licensed software
- set-up and parameterisation of licensed software

supplemented by:

B. Special terms for computer centre services

A GENERAL TERMS

1 Geltungsbereich

- 1.1 All business dealings shall be governed exclusively by the following General terms and conditions of trade; in as far as they do not contain any provisions, the statutory rules shall apply. The Client's additional terms (including terms deviating from our own terms and conditions) shall be valid in whole or in part only if expressly confirmed by us in writing. Our General terms and conditions of trade shall also apply if we are aware that the Client's terms are contrary to or deviate from our General terms and conditions of trade to our detriment but nevertheless unconditionally effect delivery of services to the Client.
- 1.2 Our General terms and conditions of trade shall only apply with respect to entrepreneurs, legal entities under public law and special public funds as defined by Section 310 (1) German Civil Code.
- 1.3 Our General terms and conditions of trade shall also apply to future business with the Client.
- 1.4 We shall advise the Client of any changes to the General terms and conditions of trade in writing or by electronic means. The Client shall thereupon have the possibility of objecting to the changes within a period of 6 weeks. The previous General terms and conditions of trade shall continue to apply in the event of an objection. The Client shall receive clear notification of the changes, which shall be indicated in specific terms.

2 Contractual services

- 2.1 Unless otherwise provided for in these General terms and conditions of trade, we shall always perform our

services on the basis of the statutory provisions of the law of service contracts. Accordingly, we shall be obliged to perform the contractually agreed services as such, not to ensure their success. Responsibility for projects and their success is borne by the Client.

- 2.2 Our services stem solely and exclusively from the specifications contained in the contract documents (in particular offers and acknowledgements thereof complete with enclosures). Contractual services are not specified in other descriptions of our contractual services, public utterances, promotional material or advertising.

3 Travelling times and travelling expenses

Travelling times, travel costs and costs for overnight accommodation will be invoiced according to expenditure.

4 Third-party contract performance

We are entitled to have our obligations stemming from the agreements concluded with us performed by third parties, with the exception of our computer centre services.

5 Terms of payment

- 5.1 Value added tax (sales tax) will be charged in addition at the
- 5.2 Payment may only be offset by the Client against counterclaims which are uncontested, acknowledged or recognised by declaratory judgement. The Client is only authorised to exercise the right of retention if the Client's counterclaim stems from the same contractual relationship.

6 No provision of access

Should the Client require internet access in order for us to be able to perform our services, responsibility for the provision and availability of this access shall lie solely with the Client. We can accept no liability whatsoever for the quality of data transmission via the internet, data and messages being free of viruses and malware, the correctness of data transmission, or unauthorised third-party access to data when transmitted over the internet.

7 Liability

7.1 We are liable in contract, tort, or otherwise for loss or wasted expenditure subject always as follows:

7.1.1 liability in full or gross negligence and, in the absence of a feature for which SAP has assumed a guarantee, only for the amount of the foreseeable damage that should be prevented by the breached obligation or guarantee;

7.1.2 in other cases: only in the case of a breach of a material duty (cardinal obligation) and up to the limits of liability referred to in the following sub-section. The breach of a cardinal obligation within the meaning of this Section exists in the case of a breach of an obligation whose fulfilment makes the proper execution of the Contract initially possible, or whose breach may jeopardise achieving the purpose of the Contract on whose observance the Contract Partner can regularly rely.

7.2 In the case of Section 7.1.2 (b), liability is limited to 100,000 EUROS per claim, and 1,000,000 EUROS at a maximum. Liability for loss of data is limited to the typical cost of restoration that would have occurred as a result of the regular and risk appropriate production of backup copies.

7.3 The option to claim contributory negligence remains open. The limit of liability pursuant to Section 7.1 and 7.2 do not apply to personal injury liability or liability under the German Product Liability Act (Produkthaftungsgesetz).

A limitation period of one year applies to all claims against us for the contractual reimbursement of costs in the case of contractual and non-contractual liability. The limitation period begins at the time stated in Section 199 (1) BGE. At the latest, it applies when a period of 5 years come to an end from when the claim arose. The provisions in Clauses 1 to 3 in this Section do not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act. The different limitation period owing to claims for material defects and defects of title remains unaffected by the provisions of this Section.

8 Client's assistance

The Client shall assist us to an appropriate extent in the performance of the contractual services. In particular, the Client shall provide us with the required data, information and documents in full and in good time, and if need be provide and maintain the working environment required for our services.

9 Client's obligation

The Client shall be obliged to store data properly and in particular to make back-ups on a regular basis commensurate with the risk.

10 Client's responsibility

Unless otherwise expressly agreed to the contrary, the Client shall always assume sole responsibility for:

- Selecting our services;
- All the documents, information and data provided by him/her.

11 Cooperation

11.1 The Contract Partner shall pass on information, requests and specifications relating to the services to be provided exclusively to the contact persons responsible who we name.

11.2 We decide which consultants are deployed to render the services and reserve the right to replace them at any time. Even if the services are provided at the Contract Partner's premises, they are not authorised to issue instructions to the consultants we deploy. Consultants are not integrated into the Contract Partner's business. The Contract Partner can only give instructions to our project coordinator, but not directly to the individual consultants.

12 Text form

Amendments and supplements an all contractually relevant statements of intent and declarations concerning exercising the right to alter the legal relationship, especially termination notices, reminders or deadline notices, require the written form. This also applies to a waiver of the written form requirement. The written form requirement can also be met in the form of correspondence or (apart from terminations) electronically submitted signatures (facsimile, transmission of scanned signatures via email, or other agreed electronic contract conclusion procedures provided by or on behalf of UNISERV, e.g. DocuSign). Sec. 127 (2) and (3) GCC (BGB) do not apply in all other cases.

13 Place of performance, place of jurisdiction, applicable law, severability clause

13.1. The place of performance shall exclusively be our principal place of business unless otherwise agreed.

13.2 If the Client is a merchant as defined by the German Commercial Code, a legal entity under public law or a special public fund, the place of jurisdiction for all obligations stemming from or in connection with the contractual relationship (including matters regarding bills of exchange or cheques) shall either be our principal place of business or that of the Client, as we see fit. This agreement regarding the place of jurisdiction shall also apply to Clients based abroad.

- 13.3 All rights and obligations stemming from or in connection with the contractual relationship shall be exclusively governed by the Law of the Federal Republic of Germany regardless of conflict of laws provisions and to the exclusion of the United Nations Sales Convention (CISG - UN Convention on Contracts for the International Sale of Goods dated 11 April 1980).
- 13.4 Should individual provisions in these General terms and conditions of trade or individual provisions in other agreements between us and the Client be or become invalid, this shall not affect the validity of the remaining provisions or agreements.

14 Rights

We, UNISERV GmbH are exclusively entitled to all rights to the services -in particular the copyright, the rights to inventions and technical property rights - in relation to the contracting party, even if the services have been created on the basis of specifications of or with the cooperation of the Contract Partner. Unless otherwise agreed in writing, the Contract Partner has a simple right to use the services for the purpose of processing their internal business transactions. If software obtained from UNISERV comprises the subject of the services, this right of use is limited to the same scope and duration of the corresponding license agreement. Its use to the extent necessary for pure testing purposes prior to payment is permitted. The Contract Partner is entitled to make the necessary backup copies of the services. Each backup copy must be marked as such, and labelled with the copyright protection notice from the original data carrier.

B SPECIAL TERMS FOR COMPUTER CENTRE SERVICES

1 Subject of the agreement

- 1.1 Addresses provided by the Client shall be processed at our customer service computer centre using the test and cleaning software ('computer programs') at our disposal. Our aforementioned computer programs are partly based on data and files provided by external suppliers. We cannot assume any liability for these data and files being flawless, complete and up-to-date. The same shall also apply to availability and the time of updating. The following applies specifically to computer programs that deliver problem solutions on the basis of approximation methods (similarity algorithms): These computer programs can only deliver logically correct results within certain probabilities. Such methods also enable the assignment of information when the type of coded information used for assignment is not identical (something which is not the case with regular data-processing techniques).
- 1.2 Approximation methods are necessary to compensate for differences in the quality of data capture, various address sources, the different degree of updating and different forms of presentation, incomplete data, abbreviations, etc. Approximation methods were and are developed taking into account aspects based on the

quantity of normally correct decisions. In other words, when approximation methods are used, the probability of a certain quality of results being achieved depends on factors such as the parameters selected, the data structure used and the content of data. In specific applications, this may result in cases which, if considered manually, would be decided differently.

Differences between a possible manual assignment decision and one that is computer-based do not constitute defects. The Client cannot demand that we modify the assignment algorithms based on similarities or approximation methods; altering these methods is not part of the contractually agreed features.

- 1.3 The computer programs used by us comprise intellectual property and significant industrial know-how. We reserve all rights to them with the exception of those rights granted to the Client on the basis of express agreement, or in accordance with the law or with the aim and object of the contracts for services.

2 Requirement to examine services and report defects

- 2.1 The Client is obliged to examine our computer centre services without delay (where feasible in the ordinary course of business) after they have been performed to ensure conformity with the contract. Any defects ascertained or ascertainable must be reported to us in writing without delay following the performance of our computer centre services (within five working days) complete with a detailed description.
- 2.2 Defects not detectable within the described due examination must be notified to us within eight working days of their detection, observing the requirements concerning the notification of defects specified in 2.1.
- 2.3 Upon the violation of the requirement to examine services and report defects, our computer centre services shall be deemed approved with respect to the defects concerned, i.e. the Client shall not be entitled to the extraordinary termination of the contract concluded with us nor to claim compensation.

3 Right to re-performance

- 3.1 Should a computer centre service be performed defectively (a case of insufficient performance), we shall have the right (not the obligation) to perform these services for the Client in a manner according to contract at no additional cost within an appropriate period of time.
- 3.2 Should we avail ourselves of the aforementioned right to re-performance but our attempts at re-performance remain unsuccessful within an appropriate period of time, the Client shall be entitled to extraordinary termination of the contract without notice if the performance of the computer centre service according to contract is largely unsuccessful within an appropriate period of grace set by the Client for reasons for which we are responsible. In this case, we shall be entitled to claim payment for the services performed on the basis of the contract until termination becomes effective.

tive. Payment shall not be due solely for those services proven by the Client to be unusable and of no interest to him or her within four weeks of the notice of termination having been submitted.

- 3.3 Any claims for compensation shall be decided in accordance with B I. 2. (Requirement to examine services and report defects) in conjunction with A. 6. (Liability).

4 Contract Partner data and personal data

- 4.1 The Contract Partner is responsible for the content of their data and its recording in the data centre. Subject to the provisions of this Section, the Contract Partner grants us and our subcontractors the non-exclusive right to use Contract Partner Data exclusively and to the extent necessary for the purpose of providing data centre operations (including, in particular, the creation of back-up copies and the performance of load tests).

- 4.2 The Contract Partner collects, updates, and processes all personal data contained in the Contract Partner Data in accordance with the provisions of the respective applicable data protection law. The Contract Partner always remains "data master", i.e. we only process data on behalf of the commissioned data agreement (CDA) agreed with us. Unless otherwise expressly agreed, the Contract Partner generally accepts responsibility for their data and its transfer to us. As the "Data Controller" according to Art. 21 GDPR, the Contract Partner has the duty to inform the party advertised to of the right to object to advertising and to take advertising objections into account.

5 Data transfer

The Client shall provide us with the data to be processed saved electronically on data media in standard formats, indicating the characteristics required for reading it (e.g. on formats/block lengths etc). The contractual partner identifies and designates data and lists which he delivers and/or has delivered from other data owners for further processing.

6 Provision of data centre services

During the term of the Contract, the Contract Partner has the option at any time of accessing the result of our data centre services, to extract them and export them in a standard format, or we make them available in a network in a retrievable form and inform the Contract Partner of this (electronic delivery). After the end of the contract, we will delete or overwrite the Contract Partner Data and the results of the data centre services remaining on the servers used, unless mandatory law requires them to be retained. The stored data is subject to the agreed confidentiality rules and the agreed CDA.

7 Terms of payment

- 7.1 Unless otherwise agreed, all payments are to be made within 30 days of the invoice date in full to our pay office. Payment shall only be considered to have been made as soon as we are definitely able to dispose of the whole amount.

- 7.2 Should payment not have been made within 30 days of the date of invoice, the Client shall be deemed to be in arrears without the need for an additional declaration on our part. In all other respects, the statutory rules concerning the consequences of delay in payment shall apply.

8 Term of the agreement; periods of notice

- 8.1 The agreement shall commence on the date specified in the acknowledgement of order and shall run for an indefinite period.

- 8.2 The period of notice shall be three months.

- 8.3 The right to extraordinary termination for an important reason remains unaffected. In particular, an important reason justifying extraordinary termination by us shall exist:

- If the Client is in arrears with his/her payments by more than a month;
- If the Client is facing impending financial collapse, if an insolvency petition has been filed with regard to the Client's estate or if insolvency proceedings have been terminated due to insufficiency of assets, or if the cancellation or liquidation of the Client in the commercial register has been applied for or carried out;
- If the Client has violated substantial contractual obligations more than once or grossly.

9 Data protection

We take and maintain appropriate technical and organisational measures to protect the personal data processed in the context of data centre operations in accordance with our commissioned data agreement and in accordance with the applicable data protection regulations.