General Terms and Conditions

of Robotron Datenbank-Software GmbH, and Robotron company group (Germany)

(Version: 05/2022)

1 SCOPE

1.1 The following General Terms and Conditions apply to all contracts for the provision of any performances (services and deliverables) to customers, by the relevant Robotron group company which concludes the contract (hereafter referred to as „Company").

1.2 These General Terms and Conditions shall only apply vis-à-vis customers that are entrepreneurs in terms of Section 14 German Civil Code (Bürgerliches Gesetzbuch - BGB).

2 CONCLUSION OF CONTRACTS; CONTRACT COMPONENTS

2.1 If not agreed otherwise, a contract will be concluded upon an expressive confirmation of the order by the Company. Should such a confirmation not be made, then the contract will be deemed established at the latest upon commencement of the provision of performance by the Company.

2.2 The contract consists of the following components, in the following order:

- offer of the Company (or individual contract);
- any documents referred to in the offer or individual contract;
- any particular separate performance description of the Company (or specification of requirements, service description, maintenance or support conditions, SLAs, negotiation protocol, etc., as applicable), where provided;
- these General Terms and Conditions.

2.3 Any diverging or additional contractual terms of Customer, in particular Customer´s conditions of purchase, shall not apply, regardless of whether such conditions are referred to in requests for submission of offers, or in orders, or otherwise, even if the Company does not expressly object to such conditions. Any conditions that diverge from these General Terms and Conditions shall only apply if the Company expressly acknowledges them in writing.

2.4 Offers / order confirmations may be executed by the Company in electronic form without handwritten signature; alternatively, a simple electronic signature shall be sufficient.

2.5 Any precontractual statements or supplementary agreements will only be part of the contract if they are expressly confirmed by the Company (at least in text form).

3 PRINCIPLES OF PERFORMANCE PROVISION

3.1 The scope of performance is specified in the offer of the Company, or in the particular contract components (see clause 2.2 above).

3.2 Any due dates or terms referred to in the contract with regard to performance provision shall only be binding if they have been acknowledged by the Company in writing as binding. Such due dates or terms shall also be subject to the timely provision of any subcontractor performance.

3.3 Any performances not expressly specified in the contract shall be out of scope of performance.

3.4 The Company may - where deemed appropriate - provide partial deliveries or partial performances.

3.5 The Company is entitled to make use of third parties as subcontractors.

3.6 Each party shall appoint a responsible contact person or project manager, who shall be responsible for promptly making any decisions required for proper performance, and for any coordination. Any decisions shall be documented.

3.7 The grant of rights, or a transfer of ownership, regarding the contractual performance shall be subject to complete payment of the agreed remuneration.

3.8 The contractual performance will be provided at the location of the Company, as far as not agreed otherwise.

3.9 In the case of a shipment in connection with the provision of performance, the risk will pass to Customer as soon as the Company has handed the shipment over to the transport person.

3.10 In case of force majeure (e.g. measures of labour disputes, natural disasters, transport delays, production disruptions, restrictions due to an epidemic/pandemic, unrest, or other impeding or unforeseen circumstances that are outside of the Company´s sphere of influence or responsibility), the Company shall be released of any performance obligation for the duration of the force majeure. Any due dates or terms shall be postponed by the duration of the force majeure. This also applies if such force majeure events occur during a default, or if the force majeure event occurs at a subcontractor or supplier of the Company.

4 ASSIGNMENT OF PERSONNEL

4.1 The Company will have sole authority over its personnel; Customer will not have authority to give any directions. Customer shall make any required coordinations with the appointed contact person of the Company only.

4.2 The allocation of personnel remains in the sole authority and discretion of the Company, Customer will not have the right to demand that particular employees are allocated.

4.3 No employment will be established between the Company´s personnel and Customer. There will be no personnel leasing ("Arbeitnehmerüberlassung" in terms of German law). Where it is required that the Company personnel works within Customer premises, the working areas of the Company personnel shall as far as possible be separate from the working areas of Customer´s personnel. The Company personnel must not be integrated into Customer´s operational procedures or work organisation, as far as not mandatorily required for the provision of the agreed performance, or by any particular circumstances.

5 CHANGES TO THE AGREED PERFORMANCE

5.1 Changes to the agreed scope of performance can only be made by mutual agreement.

5.2 The Company will evaluate requests for change of Customer and will inform Customer whether, or under which conditions, the change could be realised. If the change can be realised, the Company will submit an offer for the respective realisation. Such offer will specify the changed or extended performance description, any consequences for the performance period or planned due dates, as well as the remuneration. The preparation of the offer will be free of charge for Customer, as far as proportionate and reasonable for the Company. Should the preparation of such an offer require considerable technical planning or effort, then the Company shall be entitled to demand an appropriate compensation.

5.3 Customer shall evaluate the offer without delay, and shall immediately accept or reject it. Section 2 of these General Terms and Conditions applies for the conclusion of the contract regarding the respective change.

5.4 As long as there is no agreement regarding a change of performance, the agreed scope of performance will remain binding. If not agreed otherwise, any due dates or terms regarding the agreed performance will be postponed by the duration of the evaluation or discussions of the requested change.

6 OBLIGATIONS OF CUSTOMER

6.1 Customer shall without particular request provide to the Company any support, and shall meet any preconditions within his sphere, which may be reasonably required for the proper provision of the agreed performance.

6.2 In particular, Customer shall timely provide any required information, data, test cases, equipment, work places, or other required items. As far as required, Customer shall provide a remote access to his system. Customer shall further – as far as reasonably required for the provision of performance, and as far as not within the scope of the Company´s performance – provide any required hardware or software licenses. As required, Customer shall ensure to make available competent personnel and contact persons during the entire term of performance provision.

6.3 Customer shall ensure that any data carriers provided are free from defects and do not contain any malicious software or unlawful content.

6.4 Customer shall inform the Company without delay about any changes to relevant operating conditions.

6.5 As far as Customer provides any software or other legally protected items, he grants to the Company a non-exclusive usage right, as far as it is required for the provision of performance.

6.6 Any individual contract between the parties may specify detailed cooperation obligations of Customer.

6.7 As far as Customer does not meet any cooperation obligations, the Company shall not be responsible for any delays, or any negative consequences on the provision of performance. Any due dates or terms shall be postponed accordingly.

6.8 Customer shall indemnify the Company from any claims of third parties resulting from an unlawful use of the contractual performance by Customer or his auxiliary persons.

6.9 Customer shall inform the Company immediately if any third parties claim a violation of their rights. Customer must not acknowledge such claimed violations. the Company will lead any such disputes or proceedings in its own responsibility; however, Customer shall support the Company as far as reasonably required.

6.10 Customer shall be responsible for compliance with any import or export regulations that may apply to the contractual deliverables or performance. Where a cross-border delivery or performance is agreed, Customer shall be responsible for any customs duties or other fees. Customer shall be solely responsible for any statutory or administrative procedures related to a cross-border delivery or performance, unless expressly agreed otherwise.

7 ACCEPTANCE

7.1 Performances provided on grounds of a „contract to produce a work" („*Werkvertrag*" in terms of the German Civil Code) are subject to an acceptance by Customer.

7.2 The Company will provide the contractual performance to Customer for acceptance. Customer shall declare acceptance without undue delay. The performance must be accepted if it has the agreed quality, or if the requirements of Section 633 German Civil Code (Bürgerliches Gesetzbuch - BGB) are met. Acceptance cannot be refused due to minor defects.

7.3 Should Customer not declare acceptance, despite having the test possibility, and should he not report any substantial defects, then the performance shall be deemed to have been accepted. Acceptance shall further be deemed to have been declared if payments are made by Customer without objection, or if Customer makes productive use of the contractual performance.

7.4 The Company may provide any partial performances for acceptance.

7.5 Any individual contract between the parties may specify detailed acceptance criteria (e.g. defect classes, defect corridor).

8 STATUTORY WARRANTY

8.1 Regarding performances provided on grounds of a „contract to produce a work" („*Werkvertrag*" in terms of the German Civil Code), the Company warrants that the deliverables and performance comply with the generally recognised state of the art and the quality agreed in writing.

8.2 Customer shall inform the Company in writing (or using the agreed notification methods) without undue delay as to any defects, where such information must be transparent and reproducible, and must include any information required for identification and analysis of the defect. Customer shall in particular describe the operational steps that have caused the defect, as well as the appearance and consequences of the defect.

8.3 Insofar as the performance has defects that substantially impair the agreed use, Customer will – subject to the statutory provisions – initially have the right to demand subsequent performance (i.e. remedy of the defect or provision of a new work).

8.4 The Company may determine in its own discretion how to provide subsequent performance. In case of provision of a new work, Customer is obliged to return the defective performance. If subsequent performance has failed, then Customer may – in accordance with the statutory provisions – demand a reduction of the remuneration, or withdraw from the contract insofar as the defect occurred. Subsequent performance will only be assumed to have failed if the Company has unsuccessfully been given sufficient opportunity to remedy the defect or provide a new work, or if subsequent performance is impossible, or if it is unreasonable to Customer for objective reasons. The Company may provide workaround solutions for remedy of defects, unless this is unreasonable to Customer for objective reasons.

8.5 In the case of defects of title (i.e. if the rights contractually agreed for proper use of the performance cannot effectively be granted), the Company will provide remedy of the defect by – in the Company´s discretion – enabling Customer to use the performance in a lawful manner (by modification or equivalent replacement of the performance, or by provision of the required rights), or by taking back the performance

against refund of the remuneration (where benefits made from use by Customer may be deducted from such refund). Any other statutory rights of Customer remain unaffected.

8.6 Customer´s statutory obligations according to Section 377 German Commercial Code (Handelsgesetzbuch - HGB) to duly examine the performance and notify defects remain unaffected.

8.7 Warranty rights are excluded in case of only minor defects.

8.8 Warranty rights shall be excluded in cases of excessive or improper use of the performance, natural wear and tear, failure of components of the system environment, or where defects cannot be reproduced or verified, or where the performance is used in a system environment different from agreed, or where influences occur that were not assumed for the contract. Warranty rights shall further be excluded where Customer or third parties interfere with, or change, the performance after provision, unless this did not influence the occurrence of the defect.

8.9 Warranty rights become time-barred after twelve months upon commencement of the statutory limitation (normally upon acceptance or delivery); this does not apply to compensation claims.

8.10 The processing of reported defects by the Company shall – subject to the statutory provisions – only lead to a suspension of the statute of limitation. As far as not expressly determined otherwise, any remedy of defects will be done on a goodwill basis, without acknowledgement of a legal obligation.

8.11 The Company may demand reimbursement for any efforts, where a defect has been reported but cannot be determined or proven (unless Customer could reasonably not know that there was no defect), or for any additional efforts where reported defects cannot be reproduced, or where Customer fails to properly meet any obligations regarding the remedy of defects (e.g. any cooperation obligations).

8.12 Regarding performances provided on grounds of a "Purchase Contract" („*Kaufvertrag*" in terms of the German Civil Code), the above provisions apply accordingly, in consideration of Sections 434 et seq. of the German Civil Code.

8.13 For any other breaches of contract, the statutory provisions apply, in consideration of these Terms and Conditions, and the contract in place.

9 ADDITIONAL PROVISIONS FOR SPECIFIC PERFORMANCES

9.1 *Provision of software*

Regarding the provision of software, the following applies, insofar as not agreed otherwise:

a) The usage rights are provided in clause 11.

b) Any additional services, e.g. project work, installation, introduction, consulting, training, etc. are subject to a separate agreement and remuneration.

c) As far as not agreed otherwise, source code will not be provided. Regarding standard software, a provision of source code is strictly excluded under any circumstances.

9.2 *Services and work*

a) The distinction between performances on grounds of a "service contract" ("*Dienstvertrag*" in terms of the German Civil Code), and performances on grounds of a "contract to produce a work" ("*Werkvertrag*" in terms of the German Civil Code) is made according to the general legal principles.

b) Where a performance is provided on grounds of a "Service Contract" („*Dienstvertrag*" in terms of the German Civil Code, e.g. supporting work, consulting, etc.), the Company will not bear any project responsibility, or responsibility for a particular work result.

c) Regarding performances on grounds of a "contract to produce a work" ("*Werkvertrag*" in terms of the German Civil Code), in particular the above privisions regarding acceptance and warranty apply.

9.3 *Cloud services*

Regarding cloud services (SaaS, PaaS, IaaS, etc.), the following applies:

a) The scope of service, any availability requirements, SLAs, etc., are determined in the contract, or in the applicable service description. The usage rights are provided in clause 11.

b) Customer shall be solely responsible for any applications/content etc. which he operates in the cloud environment, and which do not derive from the Company.

c) Customer shall observe confidentiality regarding any access data, and access by authorised users only. Customer shall be responsible for a correct

use by his users. Any instructions of the Company regarding IT and information security shall be observed.

d) Where any third-party cloud services are used, that provider´s cloud conditions shall apply additionally.

e) Customer shall inform the Company in due time about the commissioned processing of any personal data (in this case clause 14.3 applies).

9.4 *Support*

Regarding any support or maintenance services (regarding software, hardware, cloud services, etc.), the Company´s (or manufacturer´s) support/maintenance conditions apply, as provided.

9.5 *Provision of hardware*

Regarding the sale (or rental) of hardware, the following applies, insofar as not agreed otherwise:

a) The details of delivery (and in the case of rental: return), e.g. the parties´ responsibilities, any INCOTERMS, conditions, etc., will be determined in the contract and coordinated by the parties.

b) Any additional services, e.g. installation, introduction, consulting, training, etc. require an explicit agreement, and are subject of a separate remuneration.

c) The transfer of ownership shall be subject to complete payment of the agreed remuneration.

d) Where hardware contains any software, the right to use such software shall be restricted to the use of the hardware in accordance with the contract. Additionally, clause 11 applies.

e) Upon return of rented hardware, Customer shall be responsible for the deletion of his data.

f) Regarding the responsibilities in the rental of hardware, the statutory provisions shall apply in addition. The liability without fault for defects existing at the time of conclusion of the contract (Section 536a German Civil Code) is excluded.

g) The disposal of bought hardware after end of use is sole responsibility of Customer.

10 TERM AND TERMINATION

10.1 The term and termination will be agreed in any particular individual contract. Where a contract does not contain a termination provision, the statutory provisions shall apply.

10.2 The notice of termination must be made in writing. The receipt of the termination notice shall be relevant for observance of the notice period.

10.3 The right to terminate a contract for good cause shall remain unaffected. The Company shall in particular have this right if an insolvency proceeding in terms of the German Insolvency Act (Insolvenzordnung - InsO), or any similar procedure, is initiated regarding Customer, or if Customer suspends his payments not only temporarily, or if Customer partially or totally discontinues his business operations.

11 RIGHTS OF USE

11.1 *Provision of standard software of the Company (on-premises)*

Insofar as the Company provides its own standard software to the Customer, the following applies:

a) Upon complete payment of the agreed remuneration, Customer will obtain a non-exclusive, non-transferable, non-sublicensable, perpetual right to use the contractual standard software including user documentation, for Customer´s own, internal use.

b) Customer may use the software only within the agreed quantity structure, or within the specified system environment.

c) Any further usage rights are not granted. In particular, any not expressly agreed reproduction, modification, translation, distribution, communication, making available, or other use of the software or its documentation, beyond the scope of use in accordance with the contract, or any exploitation towards third parties, is excluded. The right to make a copy for backup purposes remains unaffected. As far as it is not expressly permitted by law, any reverse engineering, decompiling, disassembling, or other conversion into generally readable forms is not allowed.

d) As far as not expressly agreed, a parallel operation on several, independent systems is not allowed.

e) In deviation from subsection a), the Parties may agree a usage right which is in terms of time restricted to the agreed term. Upon end of the term, Customer´s usage rights shall cease; any reproductions (in particular any installations of software) must be deleted completely; Customer shall confirm deletion upon request.

11.2 *Provision of third party software (on-premises)*

Insofar as standard software of a third party manufacturer is provided, the following applies:

Customer will obtain a non-exclusive, non-transferable, non-sublicensable right to use the contractual standard software in accordance with the licence conditions of the manufacturer. The manufacturer´s licence conditions shall be a part of the contract. The licence may be granted perpetually or for the agreed term, as specified in the contract.

11.3 *Software as a service / cloud applications*

Insofar as a software as a service (SaaS) use, or cloud application use, is agreed, the following applies:

a) Customer will obtain a non-exclusive, non-transferrable right, in terms of time restricted to the agreed term, to access the software functionalities through the Internet, to the agreed extent, and as far as required by the agreed contractual purpose.

b) Insofar as third-party software is provided for SaaS use, the licence conditions of the manufacturer shall apply.

c) Any further rights are not granted. Customer shall in particular not have the right to make access to the software or its functionalities available to any third parties, or to other users than the ones agreed.

d) Insofar as a software is required to be installed at the Customer for making use of the SaaS service, Customer will obtain a non-exclusive, non-transferrable, non-sublicensable usage right, in terms of time restricted to the agreed term, as far as required by the agreed contractual purpose.

11.4 *Developments and project performances*

Insofar as any customer-specific development (e.g. an individual development, a modification or customising of software, or any installation or integration, any concept development, or any other individual work, service, or project performance etc.) is agreed, the following applies:

As far as not agreed otherwise, Customer will – upon complete payment of the agreed remuneration – obtain a non-exclusive, perpetual, non-transferrable, non-sublicensable right to use the results of the performance, as far as required by the agreed contractual purpose.

11.5 *Software maintenance*

Regarding any code programming, modification, or further development of software made in the course of software maintenance (in particular patches, updates, upgrades, or new releases), the scope of usage rights shall apply as contractually agreed with regard to the particular maintained software, or its previous version.

11.6 *Training documents*

Regarding training documents, Customer will obtain a non-exclusive, perpetual, non-transferrable, non-sublicensable usage right for Customer´s own, internal use. As far as not expressly agreed, a reproduction is not permitted. Any distribution, making available, communication, or any recitation of the training documents is not allowed.

11.7 A right of use may only be transferred with the Company´s consent; this also applies to a transfer to companies affiliated with Customer. The Company may not unreasonably withhold such consent. Where a usage right is legitimately transferred, Customer shall transfer his entire contractual obligations regarding the scope of usage rights to the respective third party. Upon execution of the transfer to the third party, Customer´s usage rights will cease; any reproductions (in particular any installations of software) must be deleted completely.

12 REMUNERATION AND PAYMENT CONDITIONS

12.1 The remuneration as well as particular payment conditions will be determined in the contract. A remuneration may in particular be agreed on a fixed price basis, or on a time and material basis.

12.2 Any prices specified in the contract are generally net prices where the then current statutory VAT shall be added.

12.3 Insofar as the particular Company uses a price list for services, such list will apply, as amended, insofar as not agreed otherwise in the contract.

12.4 The Company will issue invoices immediately upon provision of performance. Performances provided on grounds of a "contract to produce a work" ("*Werkvertrag*" in terms of the German Civil Code) will be invoiced with acceptance. The Company may invoice partial performances separately as soon as they have been completed; this also applies where a total remuneration is agreed. The Parties may agree advance payments which will be invoiced before performance provision.

12.5 Where a remuneration is agreed on a time and material basis, the services will be invoiced according to the agreed hourly rate, and according to a timesheet indicating the working hours spent. A personman-day

consists of eight hours. If not agreed otherwise, services will be invoiced monthly.

12.6 Insofar as not agreed otherwise, the following applies with regard to travel costs, expenses, travel times, or surcharges:

Any travel costs, or incidential costs, shall be invoiced separately according to the actual costs. The Company will choose the means of travel by taking into account economic considerations.

Travel times will be invoiced with 50 %, according to the agreed hourly rate.

In the case of a remuneration of a time and material basis, the following surcharges apply to a service provision outside of the regular working hours, or regarding travel times, according to the agreed hourly rate:

- workdays (Mon-Fri) between 8 pm and 6 am: +50%
- on Saturdays: +50%
- on Sundays and on public holidays at the location of the Company: +100%

12.7 The Company reserves the right to increase the prices yearly in its reasonable discretion, as objectively appropriate on the market. This applies in particular to any services or continuing performances, such as software maintenance, support, hosting, SaaS services, operational services, etc., as well as hourly/day rates. An adjustment to inflation shall be deemed reasonable. The Company will notify Customer about such an increase within a reasonable period before the increase is supposed to become effective. Customer shall have the right to terminate the contract if the price increases by more than 10 percent; the termination must be declared within 2 weeks from receipt of the notification about the increase, otherwise the increased prices shall be assumed as agreed.

Insofar as regular automatic price increases are determined and agreed, no specific information is required, and no termination right applies.

12.8 Insofar as not determined otherwise, the following applies: Payments are due without any reduction within 30 days from receipt of invoice. Any discount is not granted.

12.9 Customer may offset or retain only claims that have been declared as legally binding, or claims that have been acknowledged in writing by the Company. Customer shall have a right of retention only regarding counterclaims arising from the same contract.

12.10 The Company reserves the right to prohibit further use of the performance for the duration of a default of payment by Customer.

13 LIABILITY

13.1 The Company is only liable for damages caused by intent or gross negligence or by at least slight negligent violations of substantial contractual obligations (cardinal obligations). Cardinal obligations are such obligations which in the first place enable the proper execution of the contract, on whose fulfilment the contracting partner can rely on and whose violation of adherence endangers the purpose of the contract. The liability for damages based on slight negligent violations of cardinal obligations is limited to the typically predictable extent of the damage.

13.2 In the case of data loss caused by slight negligence, the Company is liable only for such efforts for reproduction of the data as would be required taking into account a proper data back-up by Customer.

13.3 The liability limitation described above does not apply for injury to life, physical injury, damage to health, or insofar as the Company has assumed a guarantee. Furthermore liability remains unaffected according to the respectively applicable compulsory statutory provisions regarding product liability.

13.4 The above provisions for liability apply as well in favour of the legal representatives or auxiliary persons of the Company, insofar as claims are made directly against those.

14 DATA PROTECTION, INFORMATION SECURITY

14.1 The parties will at any time act in compliance with the applicable data protection provisions. This includes in particular the requirements of the General Data Protection Regulation – GDPR, the German Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG), and any applicable data protection provisions of German federal states.

14.2 In performance of the contractual relationship, the Company will process personal data of Customer. The Company will observe the statutory data protection provisions, in particular the GDPR. The Company provides the information as legally required (pursuant to Art. 13, 14 GDPR) on its website. Customer shall make this information available to those of his employees who are affected by the processing of personal data.

14.3 Insofar as the scope of contractual performance contains a commissioned processing of personal data on behalf of Customer, Customer shall be responsible for the conclusion of a data protection agreement pursuant to Art. 28 (3) GDPR. The parties shall coordinate this in due time. The Customer is "Controller" in terms of Art. 4 GDPR. The Company will process any personal data only according to the contract and as instructed by Customer.

14.4 Insofar as not agreed otherwise, the Company will delete any stored data upon termination of the contract. Upon prior request of Customer, the Company may provide to Customer such data in a common format, subject to an appropriate compensation.

14.5 The parties will implement appropriate technical and organisatorial measures in order to maintain information security, with its principles confidentiality, availability, and integrity.

15 CONFIDENTIALITY

15.1 Both Parties shall treat any information, or documents, obtained in connection with the cooperation, or in the course of preparation or performance of the contract, as confidential. Such information constitutes a trade secret. It must be protected with appropriate measures. Such information may only be used for purposes of the agreed cooperation. A disclosure to any individuals or third parties who are not involved in the performance of the contract requires the prior written consent of the respectively other Party.

15.2 The Parties shall impose these obligations on their personnel and on any possibly involved third parties.

15.3 The Company may disclose any confidential information to companies affiliated with the Company in terms of Sections 15 et seq. German Companies Act (Aktiengesetz – AktG), or to involved subcontractors, or to any external consultants, accountants, legal counsels, etc., who are bound by confidentiality obligations.

15.4 The confidentiality obligations do not apply where such information had already been rightfully known to the Parties beforehand, or where such information becomes known to the Parties outside performance of the contract without violation of a confidentiality obligation, or where such information must be disclosed according to a binding court or administrative decision.

16 FINAL PROVISIONS

16.1 Should any conditions of the contract be invalid, then this will not affect the validity of the remaining conditions. The Parties will jointly replace the invalid provision with a valid provision which comes closest to the economic meaning and purpose of the invalid provision. This applies accordingly in the case of any contractual loopholes.

16.2 Changes and amendments to the contract require – insofar as no simplified form is agreed – written form. This also applies to this written form requirement itself.

16.3 The contractual relation shall be subject to German law (excluding the UN Convention on Contracts for the International Sale of Goods).

16.4 The place of jurisdiction for all disputes arising from the contractual relationship shall be the seat of the Company. The Company reserves the right to take action at the courts at the seat of Customer.