General Terms and Conditions of IPG Information Process Group GmbH Germany, Berlin

1. Scope, Amendments

1.1. These *General Terms and Conditions (GTC)* complement the specific contract and govern the contractual relationship between customers (hereinafter referred to as the Customer) and IPG Information Process Group GmbH Germany, Berlin (hereinafter referred to as IPG) regarding the provision of services and the sale of software. They do not apply to contracts with consumers (§ 13 BGB).

1.2. *Business conditions of the Customer* that contradict these GTC or deviate from legal provisions will not become part of the contract, even if IPG provides or accepts services unconditionally with knowledge of the Customer's conflicting or deviating conditions.

1.3. IPG will notify the Customer of any *changes and additions to these GTC* in writing in a timely manner. If the Customer does not object in writing within ten (10) days after receiving the amended GTC, they are considered approved by the Customer. IPG will inform the Customer of this consequence when sending the amended GTC.

2. Contract Conclusion, Form

2.1. The information provided on IPG's *website* and in *advertising materials* about services and software is non-binding and provided without guarantee.

2.2. By requesting in writing the provision of a specific service or the purchase of software, the Customer makes an *offer* to conclude a contract with IPG. The contract becomes legally binding upon IPG's written confirmation.

2.3. *IPG's binding offers* to conclude a contract are always in writing and are valid for thirty (30) days unless otherwise specified in the offer. The contract is concluded with the timely, written acceptance of the offer by the Customer, with the receipt of the offer by IPG being decisive.

2.4. The subject of the contractual relationship, mutual contractual obligations, and other specific regulations must be recorded in writing in the contract. Oral collateral agreements and changes to the contract are only effective if mutually confirmed in writing. Fax and email are sufficient to meet the *written form* requirement, unless otherwise agreed.

3. IPG Services

3.1. IPG employees support the Customer with their knowledge and experience in the fields of *information technology, telecommunications, and organization*. IPG is entitled, after prior consultation with the Customer, to involve third parties in the execution of their services.

3.2. The *regular working hours* of IPG employees are eight (8) hours daily from Monday to Friday, considering public holidays at the place of work. Deployments outside these times require a special agreement. They must be listed separately and are subject to special conditions.

3.3. IPG strives to provide the Customer with the *same employees* for the duration of the respective contractual relationship but reserves the right to replace employees with other suitably qualified employees.

3.4. The working time is evidenced by a *work report*. The time that IPG employees work for the Customer or are available to the Customer

counts as working time, regardless of the location where the services are rendered. Travel time from the place of residence to the place of work generally counts as working time unless otherwise agreed in writing in the contract.

4. Cooperation Duty, Service Time

4.1. The Customer provides IPG free of charge with all available information, facilities, and any other necessary *support* to deliver the contractually agreed services and achieve the performance outcome, as long as this does not violate contractual obligations to third parties. In particular, the Customer ensures sufficient access to a system environment that corresponds to the task and is available in a timely manner.

4.2. The Customer grants IPG employees *access to the premises* necessary for the fulfillment of the services.

4.3. The Customer appoints at least one authorized *contact person* to IPG, who is expressly authorized to make binding decisions and give instructions.

4.4. *Deadlines agreed* upon by the parties must be mutually adhered to. IPG commits to timely fulfillment of its services. In return, the Customer is obliged to accept the services provided by IPG at the agreed time. IPG is expressly entitled to provide partial services.

4.5. If IPG does not meet firmly agreed deadlines, the Customer must first give IPG a reasonable grace period for subsequent performance.

5.5 If IPG does not adhere to the agreed deadlines, the customer must first grant it a reasonable *period for subsequent performance*.

5. Prices, Payment Terms, Assignment, Retention of Title

5.1. The *prices* agreed in the contract are understood in euros exclusive of VAT.

5.2. Any additional *indirect taxes and duties* are entirely borne by the Customer.

5.3. The billing of the agreed remuneration for services is done monthly according to the work reports of IPG. *Invoices* are due for payment within twenty (20) days from the invoice date without deductions.

5.4. If *additional costs* arise due to circumstances for which the Customer is responsible, or if IPG provides additional services necessary for the success of the project, these can be invoiced additionally.

5.5. Unless otherwise agreed, *travel and accommodation costs* will be invoiced to the Customer.

5.6. In the event of the *Customer's payment default*, IPG is entitled to suspend its services and, after an unsuccessful expiry of a set grace period, to withdraw from the contract. In the event of default, the Customer owes the statutory default interest and a flat-rate compensation of €2.50 for each reminder letter from IPG.

The assertion of higher specific default damages is not excluded. IPG also reserves the right to assign outstanding claims against the Customer to external collection agencies.

5.7. The Customer is not entitled to *set off* against IPG's remuneration claims unless the counterclaim to be set off is undisputed or legally established.

5.8. The *assignment* of rights and claims from the contract by the Customer to third parties is

only permissible with the prior written consent of IPG.

5.9. Delivered custom software remains the *property* of IPG until full payment of the purchase price and all surcharges.

5.10. The rights and obligations from the use of *software*, taken over or purchased from IPG and third parties, are governed by the provisions (especially license terms) of the manufacturer or seller. The Customer commits to comply with these terms.

6. Intellectual Property Rights

6.1. All *intellectual property rights* remain with IPG or the respective entitled third parties. To the extent that the rights involved in fulfilling the contract belong to third parties, IPG assures that it has the appropriate usage and distribution rights.

6.2. For the duration of the contract, the Customer receives a non-transferable, non-exclusive *right to use*. The specific content and scope of this right are detailed in the customer contracts. The granted usage right is suspended in the event of the Customer's payment default.

6.3. Ideas, concepts, experiences, and methods related to information processing, developed solely by IPG employees or in collaboration with Customer employees within the contract, belong jointly to both parties and can be used independently and at will by both parties.

7. Warranty

7.1. Unless explicitly and in writing otherwise agreed, *IPG does not guarantee* that the software meets the Customer's requirements. Furthermore, IPG is not responsible for the proper interaction of the software with other programs. The Customer must ensure that other programs do not impair the functionality of the software.

The statutory warranty obligation of IPG is excluded and replaced by the following provisions.

IPG guarantees that the distributed software is delivered in a functional condition according to the specifications of the supplier or manufacturer. IPG offers the Customer the same warranty services it receives from its suppliers or the manufacturer. IPG provides no further warranty or guarantees, especially not for functionality within an IT system or with a specific application. In case of warranty and guarantee claims not attributable to IPG, IPG will assign its own warranty and guarantee claims against suppliers or manufacturers to the Customer for enforcement.

7.2. The warranty does not apply to defects resulting from the software being used in a *hardware and software environment* that does not meet the software's requirements.

7.3. IPG expressly points out that complex programs like IT software are never completely error-free. Absolute error-free status is therefore not owed.

7.4. The Customer must *inspect* the software immediately upon receipt for obvious defects and *notify* IPG immediately, no later than fourteen (14) days, of such defects. The same applies if a defect in the software is discovered later. If the Customer fails to inspect or timely notify according to the aforementioned provisions, warranty for the defects is excluded according to the regulation in § 377 HGB.

IPG operates a *complaint handling* procedure. Each Customer (complainant) has the opportunity to express dissatisfaction regarding a service provided or yet to be provided by IPG or a corresponding business.

Each complaint is handled individually, and a thorough examination of the described facts takes place. The complaint should be submitted by the complainant preferably via email: complaints@ipg-group.com.

7.5. If a defect exists, IPG is initially entitled to *subsequent performance*. Subsequent performance can, at IPG's option, be achieved by remedying the defect ("repair") or by delivering a replacement. In the case of replacement delivery, the Customer may need to accept a new version of the software unless this would cause unreasonable inconvenience. In the case of legal defects, IPG will, at its discretion, provide the Customer with a legally impeccable usage option for the software or modify it so that no third-party rights are infringed.

7.6. The Customer's right to demand a *reduction in the remuneration* or to declare *withdrawal* from the contract in the event of failed repair or replacement delivery remains unaffected. However, there is no right of withdrawal for insignificant defects. If the Customer claims damages or reimbursement of futile expenses, IPG is liable only according to these terms and conditions.

7.7. Except for claims for damages, the *warranty period* for claims based on material defects of the software or defects in service is one year. The period begins with the delivery of the software to the Customer or with the provision of the service or the acceptance of the work performance.

7.8. If IPG uses *open source software* (e.g., under the GNU General Public License (GNU GPL) or GNU Lesser General Public License (GNU LGPL)), the corresponding license agreements shall apply as far as they are applicable. Any warranty and liability for the used open source software is excluded, unless it is based on fraud or intent.

8. Liability

8.1. IPG is fully liable for *intent and gross negligence*. Otherwise, liability is limited or excluded in accordance with the following provisions.

8.2. For *slight negligence*, IPG is only liable if an obligation is violated, the fulfillment of which is of particular importance for achieving the purpose of the contract (*cardinal obligation*). In this case, the following limitations of liability apply; otherwise, liability for slight negligence is completely excluded.

8.3. Liability is limited to *typical, reasonably foreseeable damage* and corresponding expenses.

8.4. Liability for *indirect damages and consequential damages*, especially for damages due to business interruptions and lost profits, is excluded.

8.5. IPG's liability is also excluded if the damage would not have occurred with proper data backup. It is the customer's responsibility to ensure *proper data backup*. Furthermore, liability for data loss is limited to the *typical restoration effort* that would have occurred with regular and adequate data backups. In the absence of other agreements or industry practices, it is assumed that proper data backup occurs at least once daily.

8.6. The above limitations of liability do not apply in the event of *injury to life, body, or health*, nor to claims under the Product Liability Act and in the case of a guarantee provided by IPG.

8.7. The above limitations of liability also apply to the personal liability of IPG's **employees, representatives, and organs**.

9. Contract Duration, Termination

9.1. The *duration of the contract* is agreed upon by the parties in the contract. In the absence of an agreement to the contrary, a contract for the provision of services is considered to be concluded for an indefinite period.

9.2. Unless otherwise agreed in the contract, either party may terminate the contract in writing with thirty (30) days' notice to the end of the month.

9.3. In addition to the ordinary termination right regulated in clause 9.2, either party is entitled to terminate the contract for *good cause* without notice.

Such good cause exists, in particular, if:
a) A party violates its obligations in such a way that the other party cannot reasonably be expected to adhere to the contract, considering both parties' interests;
b) The customer objects to the validity of amended GTC according to clause 1.3, and the amendment of the GTC is necessary for IPG for compelling legal reasons.

10. IPG Employees, Poaching

10.1. The *employment relationship of IPG employees* is not affected by their deployment at the customer.

10.2. *The customer agrees not to enter into any employment or similar legal relationship* with an IPG employee without IPG's written consent during the contract period and for one year after its termination. In the event of a violation, the customer is obliged to pay IPG a *contractual penalty* of €40,000 per individual case.

IPG reserves the right to claim further damages. Additionally, IPG is entitled to demand that the customer cease the contract-violating behavior.

11. Confidentiality

11.1. Within the framework of the contractual relationship, the parties may gain access to confidential or copyrighted information ("*confidential information*") of the other party.

11.2. Information is not considered confidential if:
a) It is part of a publication, or
b) It was already in the possession of one party and not directly or indirectly acquired from the other party, or
c) It was independently developed by one party.

11.3. The customer and IPG agree to keep all confidential information secret and not disclose it to any third party during and after the contractual relationship. Both parties agree to use confidential information solely for fulfilling the contract and ensure that it is not passed on to any other person or the public. Both parties will ensure that employees with access to the other party's confidential information are obligated to confidentiality during their employment and afterward to the extent permitted by employment law.

12. Confidential Data, Data Protection, Data Access

12.1. IPG will treat data related to the customer's business area and provided to it in the course of contract performance with the same care and discretion as confidential information. IPG will only disclose this information to its own employees or third parties as necessary for fulfilling the contract.

12.2. When working on the customer's IT equipment, the customer is responsible for authorized access to the relevant data. If work is carried out on IPG's own IT equipment with a direct connection to the customer's IT equipment or facilities, both parties must take all necessary measures to prevent unauthorized access to each other's IT systems.

13. Final Provisions

13.1. These GTC and the entire contractual relationship between the parties are governed by the *law of the Federal Republic of Germany*, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.2. The *exclusive place of jurisdiction* for all disputes arising from or in connection with the contractual relationship between the parties and the *place of performance* for all contractual obligations is Konstanz, Germany.

13.3. Should any individual provisions of these GTC be or become invalid or void, the validity of the remaining provisions will not be affected.

Effective: January 2024