

## General Terms and Conditions valantic

### Preamble

valantic's General Terms and Conditions regulate contractual relationships between the client and valantic CEC Deutschland GmbH, valantic CEC Schweiz AG, and valantic CEC Austria GmbH (uniformly below for all valantic companies: "valantic" as the contractor. The contract-relevant valantic company as contractor is defined in the contract in question between the parties.

### Scope

- (1) Only the General Terms and Conditions of valantic are valid. Conflicting or additional conditions – especially Client's General Terms and Conditions – do not become subject matter of the contract even if valantic does not expressly disagree with such conditions. Insofar as, especially due to technical circumstances at the Client, the purchasing conditions or similar conditions are attached to the respective acceptance of valantic's offering (e.g. in orders), these conditions do not possess any validity, even if they are not themselves excluded explicitly in the acceptance of the offer.
- (2) All offers and agreements of valantic take place on the basis of these General Terms and Conditions. Offers are non-binding insofar as nothing else is agreed upon in writing.
- (3) Deviations from the present GTCs are possible in individual contracts, insofar as these take place in writing and with reference to the affected clause of the GTCs.
- (4) These conditions also apply for all future business between the contracting parties. Oral auxiliary agreements have not been made.

### Performance of services

- (5) valantic will perform services for Client in the areas of data processing and organizational support. The subject matter, scope, content, and conditions of these services will be regulated in contracts to be concluded based on these General Terms and Conditions.
- (6) Client will specify the task. On this basis, the performance of services will be planned jointly.
- (7) If valantic performs services beyond the scope of the contract with Client's consent, the terms and conditions of the contract apply as agreed for the services performed.
- (8) valantic will decide about which employees it will deploy and it reserves the right to replace them.
- (9) For contract fulfillment, valantic can avail itself of professionally suitable third parties. It is responsible for the fault of auxiliary people as well as for its own fault.
- (10) The relinquishment of standard software, its maintenance and care as well as the provision of cloud services is not the object of this agreement.

### Duration of the Contract and Termination

- (11) The contract comes into being when it is signed by both parties. Insofar as nothing else is agreed upon, a proper termination before the end date specified in the agreed schedule is excluded.
- (12) The right to extraordinary termination remains unaffected.
- (13) Terminations must be made in written form to be effective.

### Cooperation, Services by Client

- (14) The parties agree that the contract fulfillment by valantic depends essentially on the efficient and successful cooperation of the parties in every phase of the performance of services or of the project. Essential factors for this are the personnel, organizational, and Client's professional responsibility. Client is therefore obligated to cooperate during the performance of services or execution of the project to the extent defined in this section and in the contract.
- (15) Client shall name in writing a contact person for valantic whose availability is secured to the required extent. The contact person must be in a position to make required decisions for Client within an appropriate period.
- (16) Client is responsible for documenting the requirements made for the subject matter of the contract in sufficient form in writing and making available the documents and information required for the performance of services completely.
- (17) If Client requests the performance of services and documentation on the basis of standards, norms or guidelines he has specified, then these must be fixed precisely in the contract. Client will make these standards, norms or guidelines accessible to valantic in timely fashion before the beginning of the project.
- (18) Client will inspect and test the work results thoroughly to ensure they are free of defects and usable in the intended environment before he begins with their productive use. Defects determined will be documented in traceable fashion in writing and communicated to valantic immediately. The organizational incorporation of valantic's services into Client's operational flow must be undertaken at the responsibility of Client.
- (19) Client will make available to valantic the necessary work prerequisites (such as software licenses, system capacity, remote access, office space, Internet access, telephone and network connections, etc.) in the course of normal working hours and within the operational access regulations free of charge. Commitments to particular usage times, especially limitations of usage times, will be communicated to valantic in timely fashion.
- (20) Professionally-suitable personnel will be made available by the Client to the required extent and freed from other activities for cooperation in the context of the performance of services.
- (21) For protection against data loss, Client will prepare regular back-up copies appropriate to the risk according to the current state of technology.
- (22) If the Client does not carry out these duties or does not carry them out in timely fashion, which results in delays and/or additional effort, valantic can demand appropriate changes to the order.
- (23) Additional regulations will be put on record by the parties in the contract.

### Performance period

- (24) Services will be performed on working days from Monday to Friday in the time between 7:00 AM and 7:00 PM (CET) (core working hours) except on legal holidays in the location of the respective contractually-commissioned valantic company and in the respective place of performance and on December 24th and 31st.

### Compensation and payment

- (25) The compensation for the services performed by valantic arises from the contract.
- (26) The sales tax will be invoiced separately at the sales tax rate applicable to the service at the time and must

be added to all prices specified unless the sale is free of sales tax. If within the period covered the sales tax rate changes, the periods with the respectively-applicable sales tax rates apply as separate calculation periods.

- (27) valantic's entitlement to compensation will be due according to the legal requirements and is payable at the latest 14 days after receipt of an invoice, net without discount. With the elapsing of the 30th day after receipt of the invoice, delay occurs without requiring a separate dunning. From this point in time, valantic will assess interest for delay in the legal amount.
- (28) Invoicing according to time and material will be done monthly on receipt of activity reports from valantic. If Client does not object to the specifications documented in the activity reports in writing within 14 days, then these count as accepted.
- (29) Client can only add such claims that have been determined to be undisputed or legally binding.

#### Rights of use to the work results

- (30) With the complete payment of the compensation agreed upon in the contract, Client is entitled to the permanent, non-exclusive right to use all work results, especially copyrighted works that are created by valantic in the course of performance of the contract and that are handed over to Client in order to use these work results for the purposes pursued with the project and described in the contract in his own operation.
- (31) The use exclusively for test purposes is permitted to the required extent before complete payment of the compensation agreed upon.
- (32) Client is entitled to transfer the non-exclusive right of use granted to him to the companies associated with Client (see German AktG) at the time the contract in question was signed § 15. Additional transfers of rights of use require the prior written permission of valantic.
- (33) Insofar as Client has acquired an exclusive right of use to the work results achieved in the course of the contract fulfillment that deviates from this, valantic is entitled to use related individual knowledge of its employees or subcontractors as well as tools, methods, and procedures used by valantic that are suitable for reuse in other service relationships for the purposes of its business operations. This does not apply to such knowledge that relates exclusively to the particularities of Client's business operation or falls under confidentiality (§ 12).

#### Change of the Scope of Services (Change Request)

- (34) During the contract term, the contracting parties can request changes in writing at any time, especially to the agreed-upon services or dates.
- (35) In the case of a change suggested by Client, valantic will indicate within ten working days whether the change is possible and what effects it will have on the contract, taking into account particularly the schedule and compensation. Client must then communicate to valantic within five working days whether it wants to maintain its suggested change at these conditions or whether it wants to continue the contract at the old conditions. If the examination of a suggested change does not represent an unreasonable effort, valantic can then invoice separately for the effort relating to the examination.
- (36) In the case of a change suggested by valantic, Client will indicate in writing within 10 working days whether he agrees to the change.

- (37) As long as there is no objection to the change, the work will be continued according to the existing contract. The right of termination remains unaffected. Against compensation of the down time, Client can demand up to an agreement the partial or complete interruption of the implementation; service dates and schedules shall be extended accordingly.
- (38) valantic is entitled to consider technical enhancements without additional cost as well as to change the system configuration if this serves the purpose of simplification or improvement or if it is necessary for the execution of the contract and it causes no compromising of the contractually agreed-upon functional scope.

#### Error Classes

- (39) Error class 1– due to the failure, the error affects the services performed by valantic under this contract. The practical, economically-sensible use is not possible due to such errors or it is unreasonably limited or hindered. A workaround is not possible or is only possible with aggravating conditions or the workaround is not reasonable.
- (40) Error class 2 – all other errors or defects that do not fall under error class 1.
- (41) The final assignment of errors and defects in an error class will be done amicably by the contract partners.
- (42) Errors of the error class 1 are "significant defects"; errors of the error class 2 are "insignificant defects."

#### Acceptance/Sign off

- (43) For all services accessible for an acceptance, valantic can demand a written acceptance declaration from Client.
- (44) If the project contract takes into consideration the creation of concepts, especially for the adaptation or enhancement of standard software, valantic can demand a separate acceptance for the concepts.
- (45) If the object of a project contract for work and labor has several individual parts that can be used by Client independently of one another, these individual parts will be accepted separately.
- (46) If in an individual project contract for work and labor partial objects are defined, valantic can provide partial objects for acceptance. For later acceptances, only the functioning of the new partial object and the correct interplay of the partial objects accepted earlier will be checked with the new partial object.
- (47) valantic will communicate the acceptability of the (partial) works to Client in writing. Within 15 working days after receipt of the written acceptance request, Client will check the service results and declare the acceptance in writing or communicate possibly-determined errors in writing with a precise description and specification of the error symptoms. If Client does not refuse the acceptance in writing in this period due to existing significant defects, the service counts as accepted. Insignificant defects (§ 9(4)) do not entitle Client to refuse acceptance. The productive use or the productive start-up of (partial) services by Client counts as acceptance of the respective (partial) service.
- (48) In case of a significant defect, valantic will begin immediately with the elimination of the errors and will eliminate them in a period appropriate to the severity of the respective defect. After communicating the error elimination, Client will check the service results within five working days according to Para. (5).
- (49) Errors that do not entitle the refusal of acceptance will be eliminated by valantic according § 14.

- (50) The acceptance test cannot be extended nor the acceptance refused due to errors in devices, other producers' programs or process flows that are not delivered under this contract and/or operating errors that are not the responsibility of valantic.

#### Place of Performance

The places of performance are, insofar as not specified otherwise in the individual project contract, Client's and valantic's addresses specified in the contract.

#### Confidentiality

- (51) valantic obligates itself to use and handle confidentially for an unlimited period of time all knowledge of trade secrets obtained in the course of the contractual relationship and information, documents, system access, and source text designated as confidential only for the purpose of quotation creation and for the execution of this contract. valantic obligates its employees to maintain confidentiality. The obligation to confidentiality does not apply to data and information that is already known to valantic or that were or become known outside the contract without violating an obligation to confidentiality.
- (52) The content of the contracts concluded between the parties must be handled strictly confidentially and only used in the sense of a cooperation with valantic. The dissemination to AktG companies associated with Client is allowed and will be communicated to valantic by Client. Before transmission to third parties, companies not associated with Client requires the written permission of valantic in every case.

#### Freedom from legal defects for services provided

- (53) valantic is liable for ensuring that the use of the contractual services by Client in the contractual scope does not conflict with any rights of third parties. In case of legal defects, valantic will provide guarantee through supplementary performance. For this, valantic at its option will provide Client with a legally-perfect opportunity to use the work results delivered or it will deliver equivalent work results with the contractually agreed-upon properties, which can be used by Client free of the rights of third parties in the course of this contract.
- (54) Client is obliged to inform valantic immediately if third parties raise claims that could prevent it from the contractually agreed-upon use of the work results.
- (55) valantic will release Client from all authorized claims of third parties that are derived from a violation of a commercial property right or copyright by contractually-used materials. This only applies if Client informs valantic immediately that claims have been made by third parties or are expected and valantic, insofar as legally permissible, cedes the defense of these claims, especially without prior approval by valantic, issues no statements, makes no confession, and makes no compromises.
- (56) Liability of valantic is excluded in particular if claims rest on:
- components provided by Client that were incorporated into the materials or
  - During the creation of the materials, valantic had to consider drafts, specifications or instructions that were supplied by Client or by third parties at the request of Client or
  - The materials were changed by Client or used under other conditions of use than those specified or

- The materials are combined or used with other materials not delivered by valantic as a system or the materials are combined or used with a product, data, systems or business methods that were not supplied by valantic or
  - The materials are sold, operated or used by Client in the interest of third parties outside of the company.
- (57) Client absolves valantic and its subcontractors of any liability for claims of third parties that arise based on an unauthorized handover for processing according to the regulations of number § 7 insofar as there is no intention or gross negligence on the part of valantic or its assistants.

#### Freedom from material defects for services provided

- (58) For services under a contract for work and labor, valantic guarantees that the features agreed upon in the project contract are present and that they demonstrate the agreed-upon properties.
- (59) valantic will eliminate errors in the contractually agreed-upon services within a reasonable period. Errors must be reported in writing by Client with an exact description and specification of the error symptoms. Within this period, valantic will provide supplementary performance at its option through remediation or the delivery of substitute services. valantic is entitled to provide supplementary performance initially by providing a reasonable workaround to minimize the error's effects and then in a reasonable time to provide complete remediation. If the remediation fails at least twice and if it is not reasonable for Client to wait any longer, Client can cancel the contract or reduce the compensation. In addition, within the framework of legal regulations, Client can demand damages instead of the service or substitution of the failed efforts within the limits of §15.
- (60) For work results that Client changes or in which Client otherwise intervenes, the warranty is voided unless Client proves that this intervention did not cause the error.
- (61) If valantic is attempting to respond to a notice of defects from Client and it emerges that, regardless of the cause, the notice of defects was unjustified; valantic can demand compensation for its effort if Client has culpably misjudged the lack of a defect.

#### Liability

- (62) In cases of intentional or grossly negligent damage, valantic, its representatives or subcontractors is liable; liability according to product liability law for guarantees made or for injuries to life, body or health according to the legal regulations.
- (63) In all other cases of contractual or non-contractual liability not covered by § 15 (1), liability due to simple negligence, valantic is only liable if the damage was caused by a breach of essential contractual duties. Essential contractual duties are such duties on whose adherence Client may rely on contract conclusion and whose adherence for Client is therefore an essential condition for concluding the contract.
- (64) If valantic has violated essential contract duties due to slight negligence, then the resulting liability for damages is limited to EUR 250,000 per incident of damage, in total to a maximum of EUR 750,000 from the project contract concluded.
- (65) Except in cases of intentional or grossly negligent violation of duties or injury to life, the body or health, the statute of limitations for all damage claims from contracts for work and labor begins with the transfer of

risk, that is, with the delivery of the object and with the acceptance of the work.

- (66) Client is expressly informed that he must make appropriate backup copies according to § 4 (8) for the purpose his data backup. In case of a data loss at the Client caused by valantic's slight negligence, valantic is liable up to the amount of the effort required for restoration with presence of a backup copy, to a maximum, however, of the limit specified in § 15 (3).

## Referencing

- (67) Client agrees to the inclusion of a short project profile on valantic's Web pages and in the valantic company presentation. The concern here is basic data about the project such as the planned goals (description of benefits) and the services performed (brief description) as well as the name and logo of Client.
- (68) Further-reaching publications with more detailed project descriptions such as success stories, press releases or trade journal articles in which one signatory refers to the other are only permitted with the prior written permission of the holder of the rights – also via e-mail.

## General provisions

- (69) Changes and additions to this agreement, including any assurances of valantic, require express written agreement. The written form also applies for the case where the written form requirement should be abolished. This agreement is only effective for valantic if it is signed by a managing director or the project manager.
- (70) If individual regulations or provisions should prove to be legally ineffective or not executable or should they contain gaps, then the parties are obligated to replace the ineffective or unexecutable provisions with effective or executable ones that most closely approximate the existing will of the contracting parties on agreement of the respective provision. The effectiveness of the other provisions remains unaffected.
- (71) Before Client or valantic undertakes legal steps due to non-fulfillment of a contractual condition, the affected party must be allowed to fulfill in an appropriate manner.
- (72) The parties will first attempt to settle all disputes amicably among themselves. Insofar as the project managers cannot agree, the problem will be handled in the project steering committee. If such a committee has not been formed or if there is no agreement there, an escalation to the parties' managing directors is necessary. If the disputes cannot be settled amicably there either, the parties will commission a mediator to clarify their conflict. Each party is entitled at any point in time to request the initiation of a mediation process. At the request of one party, the other party is obligated to cooperate constructively with the selection of a mediator and the execution of the mediation process. Only after mediation has failed is the invocation of the courts permitted. No party is thus hindered from initiating actions for temporary legal protection.
- (73) For all contractual and non-contractual claims, only the law of the country applies in which the valantic company commissioned by contract has its headquarters. Application of the UN Convention on Contracts for the Sale of Goods is excluded.
- (74) The exclusive court of jurisdiction for complaints arising from these contractual relationships is the headquarters of the respective contractually-commissioned valantic company.