General Terms and Conditions of symentis GmbH

The following General Terms and Conditions of symentis GmbH apply to all contractual relationships between symentis GmbH, Hauptstraße 74a, 82008 Unterhaching, Germany (**"symentis"** or **"we"**) and its Customers.

1. Definitions

1.1. **"GTC"** refers to these General Terms and Conditions of symentis.

1.2. **"Applicable Law"** refers to the law of the Federal Republic of Germany, excluding the provisions of conflict of laws.

1.3. **"Fixed Term"** refers to a contract term expressly agreed between symentis and the Customer.

1.4. **"Hosting Solution"** refers to a Hosting Service provided by the Customer or a third party for the Customer in connection with the Software and/or Services.

1.5. **"Hosting Service"** refers to all Hosting Services specified in the respective Service Order that symentis provides for the Customer on symentis' own infrastructure or on infrastructure provided to symentis by third parties.

1.6. **"Customer"** means the contractual partner of symentis named in the Service Order.

1.7. **"SaaS Service"** refers to all SaaS Services specified in the respective Service Order, in particular the provision of the symentis Software Platform.

1.8. **"Service"** refers collectively to the Hosting Service, SaaS Service, Software Service and Support Service.

1.9. **"Service Order"** refers to any offer made by symentis as well as any other order or agreement with the Customer that conclusively lists which Services and which Software are provided or rendered by symentis.

1.10. **"Software"** refers to the programmes, programme parts, source codes, object codes, scripts, databases, configuration files and other digitally stored content provided by symentis within the scope of the Service Order, which are intended to be executed on an electronic device and provide a specific functionality. This includes both standard Software intended for use by multiple Customers and/or contained in various symentis Software products, including the symentis standard libraries, as well as Software solutions individually tailored and/or developed for the Customer, including all associated documentation, user manuals and updates.

1.11. **"Software Service"** refers to all Services specified in the respective Service Order that symentis provides for the Customer, in particular consulting and Support Services relating to Software solutions and, if applicable, hardware solutions, as well as ongoing Services for the Software.

1.12. **"Support Service"** refers to all Support Services specified in the respective Service Order that symentis provides for the Customer, in particular troubleshooting and maintenance of operational

readiness.

1.13. **"symentis Software Platform"** means the SaaS Software operated by symentis.

1.14. **"symentis Standard Libraries"** refers to all Software libraries, Software routines, code snippets, functions, frameworks, subroutines, applications and other Software from symentis that have been developed or licensed by symentis for use by multiple Customers and/or for inclusion in various symentis Software products.

1.15. **"Start Date"** means the date specified in the Service Order or by express agreement between symentis and the Customer or, if no date has been specified, the date of conclusion of the contract between symentis and the Customer.

1.16. **"Taxes"** refers to taxes, duties, customs duties or similar government levies of any kind, including value added tax, sales tax, use tax or capital gains tax, under whatever applicable law they are payable.

1.17. **"Contract"** means the contract between symentis and the Customer, which consists of these GTC and the respective Service Order.

2. Scope

2.1. These GTC apply to all Services and Software described by symentis in the respective Service Order.

2.2. The Customer's general terms and conditions shall not apply unless symentis has expressly agreed to the validity of such terms and conditions in writing.

2.3. In the event of a conflict between these GTC and the respective Service Order, the provisions of the Service Order shall prevail to the extent that they deviate from these GTC.

3. Services provided by symentis

3.1. The obligations owed by symentis in relation to the Software and Services are described in more detail in the Service Order.

3.2. symentis shall provide its contractual obligations in a professional and proper manner.

3.3. symentis may, at its own discretion, engage subcontractors and/or suppliers or other third parties to fulfil its obligations under the Contract. symentis may also use AI systems within the meaning of Regulation (EU) 2024/1689 (**"AI Act"**) for or in connection with the provision of Services. Services generated exclusively by an AI system shall be identified by symentis in accordance with the provisions of the AI Act.

3.4. If the parties agree that the Customer will provide its own Hosting Solution for the provision of the Services, the Customer shall be fully responsible and liable to symentis for ensuring that the Hosting

Solution meets the requirements agreed between the parties. The availability of the Services depends on the availability of the Customer's Hosting Solution.

4. Obligations and duties of cooperation of the Customer

4.1. The Customer is obliged to pay symentis the remuneration agreed in the Service Order or otherwise, without deduction when due. If there is no express agreement, symentis is entitled to invoice the Customer for Services rendered in accordance with symentis's current price and service list.

4.2. symentis can only provide the contractually agreed Services if the Customer fulfils the necessary obligations to cooperate completely, on time and properly. This includes, in particular

(a) the provision of qualified and experienced personnel and, if necessary, the necessary hardware and software components at the request of symentis and/or in accordance with the Service Order, in particular in the case of Support Services owed;

(b) the provision of the agreed Hosting Solution and access to the Hosting Solution, including sufficient access to the respective IT systems to enable symentis to provide its Services, if applicable;

(c) the provision of all information, materials, third-party software, descriptions and/or documentation required by symentis to perform the Services owed, including the necessary rights of use;

(d) granting access to all of the Customer's facilities, networks, APIs and/or IT systems that are necessary for symentis within the scope of the Contract;

(e) the provision of the necessary information, in particular test data;

(f) the involvement of potential project partners who are involved in the planning and implementation process (scope and time frame) of the project and allowing them to actively participate in the process. In particular, the Customer shall perform the necessary tasks in the area of project management, integrate the departments concerned and ensure timely decision-making;

(g) the commissioning of the responsible employees during the necessary test runs and acceptance tests, who are authorised to decide on defects, functional enhancements, functional reductions and changes to the programme structure;

(h) Conscientiously reviewing the designs, system versions or similar provided by symentis. Change requests must be communicated to symentis in writing/by email within the agreed period, but no later than five (5) working days.

4.3. The provision or transmission of information, documents and all other content by the Customer to symentis within the scope of the obligations and duties of cooperation shall be carried out electronically (by email) wherever possible.

4.4. symentis shall check the information provided by the Customer for plausibility and notify the Customer of any errors identified. The contractor shall not be subject to any further obligation to check or provide information.

4.5. If the Customer provides symentis with AI models or AI systems within the meaning of the AI Regulation in the context of the provision of Services under this contract or makes them available in any other way, the Customer is obliged to fulfil the corresponding legal obligations, including any documentation and information obligations towards symentis. The Customer's obligations towards other third parties remain unaffected by this. If symentis is to integrate an AI model or AI system provided by the Customer into Software or Services or otherwise edit, rework, modify, incorporate or connect it, the Customer guarantees the legality of the AI model or AI system, including any data provided with the AI model or AI system, in accordance with the applicable law, in particular the AI Regulation. The Customer shall indemnify symentis against all claims by third parties asserted against symentis on the basis of or in connection with a breach of the AI Regulation by the Customer and/or against this Section 4.5.

4.6. Insofar as obligations and duties of cooperation of the Customer are owed and the necessary specification has not already been made in the Service Order, symentis shall request these obligations and duties of cooperation from the Customer in writing/by email with reasonable advance notice, stating the relevant framework conditions. symentis shall notify the Customer of insufficient obligations and duties of cooperation within a reasonable period of time.

4.7. Unless otherwise agreed in individual cases, all obligations and duties of cooperation shall be provided by the Customer free of charge.

4.8. The cooperation to be provided by the Customer constitutes obligations and not merely commitments. If and to the extent that the Customer does not provide the obligations and duties of cooperation owed by them, does not provide them on time or does not provide them as agreed, and this has an impact on the provision of Services by symentis, symentis shall be released from providing the Services in question. The corresponding performance deadlines of symentis shall be postponed by a reasonable period of time. Any additional expenses incurred and proven by symentis as a result shall be remunerated separately on the basis of the agreed terms and conditions, without prejudice to further rights of symentis. Further claims remain unaffected by this.

5. Licence conditions and industrial property rights and copyrights

5.1. Subject to the Customer's compliance with the Contract, symentis grants the Customer the following rights:

(a) For standard Software, the Customer shall receive a non-exclusive, time-limited, non-transferable, non-sublicensable right of use for the term of the Contract, as specified in detail in the Service Order and in accordance with any third-party licence terms referred to in the Service Order;

(b) Unless otherwise specified in the Service Order, the Customer receives a simple, non-exclusive, non-transferable and non-sublicensable right to use the individual Software for their own business purposes. symentis shall remain entitled to further develop, reuse or make available to third parties all ideas, modules, functions, architectures, database models or other components

created in the course of individual development, provided that no trade or business secrets of the Customer are disclosed in the process.

5.2. With the exception of the rights expressly granted in Section 5.1, all copyrights, protection rights and exploitation rights to the Software and Services, including the associated documentation, remain with symentis or its respective licensors. This also applies to individual Software, unless otherwise agreed in the Service Order.

5.3. The Customer has no right or claim to the source code of the Software or Services, unless expressly agreed otherwise. symentis will provide the Customer with any Software or Services exclusively in binary code.

5.4. Any decompilation of the Software into another form of representation is prohibited, unless it is necessary for the exercise of the Customer's mandatory rights under Applicable Law. The Customer shall request the necessary information from symentis prior to such decompilation; the Customer's right to decompile is excluded if symentis provides the necessary information without delay.

5.5. The Customer grants symentis a worldwide, perpetual, irrevocable, royalty-free right to use and incorporate any suggestions, improvements, recommendations, modifications, corrections or other feedback from the Customer for the Services and the Software.

6. Remuneration and terms of payment

6.1. The Customer shall pay symentis all costs and remuneration listed in the Service Order and/or otherwise agreed. Unless otherwise agreed in the Service Order, all payments are due within thirty (30) calendar days of the invoice date. The Customer is obliged to inform symentis immediately of any corrections or changes to its invoice data.

6.2. If the Customer fails to pay amounts due on time, symentis shall be entitled, without further reminder, to charge default interest at a rate of nine (9) percentage points above the respective base rate in accordance with Section 247 of the German Civil Code (BGB) thirty (30) days after the due date and receipt of the invoice.

6.3. Without prejudice to further rights, symentis may temporarily suspend the provision of Services under the relevant Service Order with five (5) calendar days' notice until all outstanding amounts have been paid in full, whereby symentis shall take into account the legitimate interests of the Customer.

6.4. If the Customer does not raise any objections to an invoice in writing within ten (10) working days of the invoice date, the invoice shall be deemed to have been approved by the Customer.

6.5. The amounts invoiced by symentis are exclusive of any applicable Taxes. The Customer is responsible for the proper taxation of all Taxes incurred in connection with their orders. If symentis is legally obliged to collect or pay Taxes for which the Customer is responsible under this section, symentis shall invoice the Customer for these amounts and the Customer shall pay them accordingly. Upon reasonable request, the parties shall provide each other with all necessary declarations and/or information required under the applicable tax laws.

7. Change Management

7.1. Any requests for changes, additions and/or supplements relating to the Services and/or the Software in a Service Order must be submitted by the Customer to symentis in writing. The Customer must describe the requested changes, additions and/or supplements in detail.

7.2. symentis shall respond to this request within ten (10) working days of receipt. If a change request requires extensive review by symentis or if a large number of change requests collectively require considerable effort, symentis may charge a reasonable fee for reviewing and preparing the change offer. symentis shall notify the Customer of this in writing in advance and shall only begin reviewing and preparing the offer after the Customer has confirmed the review request in writing.

7.3. symentis is not obliged to submit a change offer if the implementation of the change request is unreasonable for symentis. In this case, the contract shall continue to apply unchanged.

7.4. If symentis accepts the Customer's request, symentis shall provide the Customer with a modified Service Order, including the updated cost breakdown and schedule, which shall replace the current Service Order if the Customer does not object within ten (10) working days of receiving the modified Service Order.

8. Acceptance

8.1. Insofar as the Services provided by symentis constitute work performance, these require acceptance. Upon notification of completion by symentis, the Customer shall immediately carry out an acceptance test and declare acceptance in writing within ten (10) working days of notification of completion at the latest. If no written declaration is made within this period, the work shall be deemed to have been accepted.

8.2. Acceptance may only be refused in the event of significant defects. Minor or insignificant defects do not entitle the Customer to refuse acceptance. If the Customer refuses acceptance without good reason, symentis shall be entitled to set a reasonable grace period. Once this period has expired without result, the work shall be deemed to have been accepted.

8.3. symentis is entitled to demand acceptance even before the agreed due date for completion of the Service, unless prior acceptance is unreasonable for the Customer. A written acceptance report must be drawn up for the acceptance, which must be signed by both parties.

8.4. Unless otherwise agreed between the parties, acceptance shall take place by means of comprehensive acceptance. The parties may agree on a partial acceptance. Partial Services that have already been accepted shall not be re-examined as part of the total acceptance.

8.5. The productive use of the respective Service shall be deemed to constitute implied acceptance. Acceptance shall also be deemed to have taken place if the Customer declares acceptance in due time contrary to the provision in Section 8.1.

8.6. Upon acceptance, the risk shall pass to the Customer. The limitation period for any claims for defects shall also commence at this point in time.

9. Warranty

9.1. The Customer must notify symentis in writing of any defects immediately after their discovery, providing a comprehensible description of the error symptoms.

9.2. Warranty claims are excluded if the Customer has modified the Services provided by symentis and cannot prove that the modification was not the cause of the defect or that the modification makes it more than insignificantly difficult to remedy the defect.

9.3. The limitation period for claims for defects is twelve (12) months, unless symentis has fraudulently concealed the defect. For partial Services, the limitation period begins with the acceptance of the respective partial Service.

9.4. If the Service provided by symentis is a Service under a contract for work and Services, symentis shall, at its own discretion, remedy defects by repair or replace the defective Service with a replacement Service. symentis may provide a workaround solution in this case, insofar and as long as this is reasonable for the Customer. The Customer shall grant symentis the time and opportunity necessary for rectification.

9.5. If the Service provided by symentis is a Service under a rental agreement, symentis shall remedy any defects without delay. The Customer must allow any access to the Software that may be necessary for the purpose of remedying the defect. If the defect is due to misconduct on the part of the Customer, symentis shall charge the Customer for the remedy of the defect. There shall be no entitlement to rectification of defects known at the time of conclusion of the Contract.

9.6. In the case of Software provided free of charge, the Customer's warranty rights are limited to defects based on fraudulent misrepresentation by symentis.

9.7. Otherwise, the warranty is excluded.

10. Liability

10.1. symentis shall be liable for damages exclusively in accordance with this Section 10.

10.2. symentis shall be liable without limitation for damages resulting from injury to life, limb or health based on a breach of duty by a legal representative or vicarious agent of symentis, as well as for damages based on the absence of a guaranteed characteristic or fraudulent misrepresentation.

10.3. symentis shall be liable without limitation for damages caused by symentis, a legal representative or a vicarious agent through wilful intent or gross negligence.

10.4. In the event of a slightly negligent breach of a primary contractual obligation, symentis shall only be liable for the typically foreseeable damage, except in the cases specified in Sections 10.2 and 10.5. Primary contractual obligations are abstract obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance a contracting party may regularly rely.

10.5. Liability under the Product Liability Act remains unaffected by this.

10.6. Otherwise, symentis' liability is excluded.

10.7. The limitation period for claims for damages is one (1) year, except in the cases specified in Sections 10.2,10.3 and 10.5, in which the statutory limitation period applies.

10.8. The Customer is responsible for regularly backing up their data, unless expressly agreed otherwise. symentis is not liable for the costs of restoring the Customer's data after data loss and/or data corruption.

10.9. For Software and/or Services provided free of charge, symentis shall only be liable for damages caused by symentis, a legal representative or a vicarious agent through intent or fraudulent misrepresentation.

11. Secrecy, confidentiality

11.1. The parties (each the **"Receiving Party"**) receive and have access to trade secrets, various confidential materials and information about the business affairs of the other party (the **"Disclosing Party"**). **"Confidential Information"** means all information that is not publicly available and relates to the business affairs of the Disclosing Party or its customers, suppliers, employees or other third parties, in particular trade secrets within the meaning of Section 2 No. 1 of the German Trade Secrets Act (GeschGehG), the content of this Contract and all information marked as confidential or recognisable as confidential due to its nature.

11.2. Information shall not be considered Confidential Information if it

(a) is or becomes generally accessible or publicly known without breach of this agreement, in particular if it has been made publicly available by a government agency;

(b) was already lawfully known to or lawfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party, without any breach of a duty of confidentiality;

(c) becomes lawfully known to the Receiving Party from a third party after disclosure by the Disclosing Party, provided that the Receiving Party can reasonably assume that this third party is not bound by any confidentiality obligation towards the Disclosing Party; and/or

(d) was developed independently by the Receiving Party without recourse to Confidential Information from the Disclosing Party.

11.3. Use of the Confidential Information is limited to use in connection with this Contract. The disclosure of Confidential Information to third parties is not permitted without the prior consent of the Disclosing Party. Consent must be given in writing. Affiliated companies of the parties and advisors who are bound by law to maintain confidentiality are not considered third parties within the meaning of this paragraph. In addition, the Receiving Party is entitled to disclose and pass on Confidential Information to the extent required by applicable legal obligations. To the extent permitted by law, the Receiving Party shall inform the Disclosing Party prior to the disclosure of Confidential Information.

11.4. The parties shall require their employees or third parties to whom they disclose Confidential Information to treat such information as confidential within the framework of the respective subcontractor or employment relationships, with the provision that the confidentiality obligation shall continue to apply even after the end of the respective subcontractor or employment relationship, unless a corresponding general obligation to maintain confidentiality already exists.

11.5. All written records and documents containing Confidential Information that the Receiving Party receives during the term of the Contract are and remain the exclusive property of the Disclosing Party and/or its customers and/or suppliers or third parties.

11.6. The obligation to maintain confidentiality shall apply for the term of this Contract and for a period of five (5) years after the termination of this Contract.

12. Data

12.1. Within the scope of the Contract, the Customer shall not provide symentis with any personal data of the Customer or third parties within the meaning of Regulation (EU) 2016/679 (**"GDPR"**), transmit such data to symentis and/or make it available in any other way.

12.2. For all personal data that is provided, transmitted and/or otherwise made available to symentis in deviation from Section 12.1, the Customer guarantees that the personal data has been collected and provided, transmitted and/or otherwise made available to symentis in a proper manner and in accordance with the applicable data protection law. The Customer and symentis shall, if necessary, enter into an additional agreement on the processing of personal data (data processing agreement).

12.3. Within the scope of the Contract, the Customer shall not provide symentis with any data of the Customer or third parties that is subject to Regulation (EU) 2023/2854 (**"Data Act"**), transmit it to symentis and/or make it otherwise accessible. Otherwise, the Customer shall indemnify symentis against all claims by third parties asserted against symentis on the basis of or in connection with the Data Act.

13. Term, termination

13.1. The term of the Contract shall commence upon commencement of use of the Services or Software, but no later than the start date.

13.2. Upon expiry of the Fixed Term, the contract shall end automatically without the need for separate termination. During the Fixed Term, neither party shall have the right to terminate the Contract.

13.3. If the parties have not agreed on a Fixed Term, the Contract is concluded for an indefinite period and may be terminated by either party with four (4) weeks' notice to the end of the respective month.

13.4. The right of the parties to terminate the Contract without notice for good cause remains unaffected.

14. Applicable law, place of jurisdiction

14.1. Both parties agree to refer all disputes arising out of or in connection with the contract to an arbitration committee representing both parties equally. At least one (1) member of the management/executive staff of each party shall participate in the committee. The parties confirm that they will make their best efforts to resolve the dispute in the arbitration committee within a reasonable period of time agreed in advance by mutual agreement between the parties. Until the arbitration committee has reached a final decision on the dispute, including a determination that no settlement has been reached, both parties waive their right to refer the dispute to the competent courts. The parties' right to apply for interim relief remains unaffected.

14.2. The Contract shall be governed by and construed and enforced in accordance with the Applicable Law.

14.3. For all disputes arising out of or in connection with the Contract, the parties agree that Munich, Germany, shall be the exclusive place of jurisdiction. Section 40 (2) of the German Code of Civil Procedure (ZPO) remains unaffected.

15. Miscellaneous

15.1. symentis is entitled to amend and/or supplement the GTC from time to time, in particular taking into account circumstances beyond symentis' control, mandatory legal provisions, to close loopholes, etc. symentis will take the legitimate interests of the Customer into account in doing so.

(a) Significant changes to the GTC (all provisions that enable the parties to fulfil their obligations under the contract and on which the parties can reasonably rely) are not subject to this right of amendment.

(b) symentis shall exercise the right to make changes with eight (8) weeks' notice by e-mail and/or post/fax. The Customer may object to the changes within two (2) weeks of symentis' notification of the exercise of the right to make changes, referring to the right of objection, by means of a written declaration to symentis. If the Customer objects, symentis will not exercise the right to make changes for the Customer.

15.2. Should any provision of this contract be or become wholly or partially void, ineffective, unenforceable or unenforceable (**"Invalid Provision"**), this shall not affect the validity and enforceability of the remaining provisions of this Contract. Rather, the parties hereby undertake to agree on a provision to replace the invalid provision which, within the scope of legal possibilities, comes closest to what the parties would have agreed upon in accordance with the meaning and purpose of this Contract if they had been aware of the invalidity of the provision. If the invalidity of a provision is based on a measure of performance or time (deadline or date) specified therein, the provision shall be agreed with a legally permissible measure that comes closest to the original measure. The same applies to any loopholes in this Contract. It is the express intention of the parties that this severability clause does not merely result in a reversal of the burden of proof, but that Section 139 German Civil Code (BGB) is waived in its entirety.

15.3. The contract can be made available in both German and English. If both languages are offered, the German version shall be binding.