

**General Terms and Conditions of Purchase and Payment
for work, services and consulting services of the Beta Systems Group**

December 2024

1. Scope / conclusion of contract

- 1.1 The following terms and conditions apply to the provision of services, in particular:
- Consulting and support services of any kind (including training services),
 - Planning and organizational services
 - Programming and implementation services (including data migration)
- for Beta Systems Software AG, Berlin or one of its worldwide subsidiaries (Beta Systems Group) - hereinafter referred to as "Beta Systems".
- 1.2 Orders placed by Beta Systems shall be subject to these Terms and Conditions of Purchase and Payment and any additional terms and conditions specified in the order or in the service description/specification. These terms and conditions may only be deviated from by written agreement between the parties. Amendments or supplements to these terms and conditions must be in writing. Deviating terms and conditions of the supplier shall not become part of the contract even if Beta Systems does not expressly object to them in individual cases or if the delivery/service is accepted. Any confirmations of the supplier with reference to his terms and conditions are hereby rejected. If Beta Systems does not react to such deviating terms and conditions, this shall in no case be construed as acceptance thereof. Orders and related agreements and amendments shall only be binding in writing.
- 1.3 Supplier may not subcontract any of supplier's obligations under the Agreement, in whole or in part, without obtaining Beta System's prior written consent, such consent not to be unreasonably withheld or delayed. If Beta Systems has authorized the use of a subcontractor any such approved subcontractor is not permitted to further subcontract any portion of the obligations without Beta Systems' written approval, which shall not be unreasonably withheld.

2. Applicable provisions

The following documents shall be integral parts of the agreement in the order set forth below:

- the provisions of the individual order including the specifications and any addenda,
- if applicable, the framework agreement and any annexes thereto,
- the provisions of these terms and conditions in the version valid at the time of the conclusion of the contract
- the legal regulations of the Federal Republic of Germany.

3. Offers

Offers made at the request of Beta Systems shall be binding on the supplier and shall always be free of charge for Beta Systems. Beta Systems shall not be obliged to accept any offer. Any deviations from the text of the enquiry/quotation must be clearly indicated. By submitting an offer, the Supplier accepts these Special Terms and Conditions of Purchase of Beta Systems.

4. Orders

Only orders that are made in writing shall be legally valid. The requirement of written form in the sense stated above is also satisfied by communication methods provided electronically, by fax or e-mail or electronic communication methods. In any case, a binding contract requires a written order confirmation by the supplier after the order has been placed. Even without an order confirmation, an order from Beta Systems shall be deemed binding if the supplier does not object to an order within 8 working days. Orders placed verbally or by telephone must always be confirmed in writing by Beta Systems in order to be valid.

5. Supplier's obligations

- 5.1 The supplier shall provide Beta Systems with suitably qualified personnel to perform the services. If, during the term of the contract, Beta Systems comes to the understandable conclusion that the personnel provided does not meet the requirements of Beta Systems, Beta Systems shall immediately inform the supplier and reject the person in question. Reasons for rejection shall be, for example, if the person in question disturbs the working atmosphere, violates the law, provides inadequate professional services or is unable to communicate adequately in German or English or in the language of the country in which the service is provided. In this case, the supplier undertakes to propose another suitable person without undue delay. Beta Systems has the right to reject a proposed replacement for the reasons stated above. The costs arising from a replacement shall be borne by the supplier.
- 5.2 The time and place of deployment of the supplier shall be specified in the individual order. At the request of Beta Systems, the supplier shall also provide the services at the premises of Beta Systems. In this case, Beta Systems shall make suitable rooms available to the supplier free of charge, including the necessary work equipment. Beta Systems shall ensure that the supplier receives the documents and information required for its services.
- 5.3 The supplier shall inform Beta Systems of the status of the work on a monthly basis, otherwise upon request. Circumstances that jeopardise compliance with an individual order or the deadlines specified in the individual order must be reported to Beta Systems responsible project manager without undue delay. A notification to Beta Systems does not constitute Beta Systems' consent to a change of date.
- 5.4 If the supplier's staff work at Beta Systems' premises, the supplier shall ensure that the staff he engages observes and complies with the house and company rules as well as all safety regulations of Beta Systems. In the event of violations, Beta Systems shall be entitled to demand the immediate removal of the person concerned, without this having any effect on the agreed schedule.
- 5.5 The supplier warrants that the services provided by him:
- comply with the task description specified in the individual order, considering subsequent change requests,
 - are performed with due care and expertise and considering the state of the art,
 - can be used in the Beta Systems system environment specified by Beta Systems, and
 - are performed in the time or period specified in the individual order and in the agreed quality.
- 5.6 Even if the services are performed at Beta Systems' premises, the supplier shall remain solely entitled to issue instructions to the employees or subcontractors deployed by it. The supplier's employees or its subcontractors shall not be integrated into Beta Systems' operations.

6. Obligations of Beta Systems to co-operate

Beta Systems shall provide the contractually stipulated cooperation. If Beta Systems fails to provide or adequately perform required cooperation services, the supplier must register its complaint immediately and in writing. If the supplier does not fulfill this requirement to register its complaints, Beta Systems shall not be in default of its duty of cooperation and the supplier cannot plead a lack of cooperation.

7. Change Request

Beta Systems may request changes, in particular to the agreed services, methods and deadlines, even after conclusion of the contract. In the event of a change request by Beta Systems, the supplier shall inform Beta Systems within 10 working days whether the requested change is possible and what effect it will have on the contract, in particular with regard to the time schedule, remuneration and any obligations to cooperate. If no notification is received within this period, the requested changes shall be deemed to be feasible without affecting the remuneration and deadlines. Beta Systems shall then inform the supplier in writing or by email whether the changes are to be carried out. Beta Systems may demand that the work be suspended until a decision has been made on the change request. The parties shall mutually agree on the consequences of such a change request. The parties shall settle the consequences in an appropriate manner by mutual agreement. Otherwise, the services shall be continued in accordance with the previously agreed conditions.

8. Dates

The delivery times/performance dates specified in the purchase order shall be binding. The supplier undertakes to inform Beta Systems immediately if circumstances arise or become apparent which indicate that the agreed delivery time or performance date cannot be met. If the supplier is in default with a deadline, Beta Systems is entitled to assert the damage caused by default without further reminder. If the deadline is not met, a penalty of 0.25% of the total gross order value per calendar day of the delay shall apply, up to a maximum of 5% of the total gross order value. The supplier reserves the right to prove that no or less damage has been incurred. Beta Systems' right to claim further damages remains unaffected.

9. Right to information

Beta Systems has the right to inform itself at any time about the progress of the services. For this purpose, Beta Systems is authorized to visit the Supplier's premises at any time during normal business hours and to check compliance with the relevant rules and regulations.

10. Rights of use/industrial property rights/inventions

- 10.1 If the supplier creates a work protected by copyright within the scope of the contract, the supplier shall grant Beta Systems the unlimited, transferable, exclusive and irrevocable right to use the work results created at the time of their creation for all types of use known at that time. This includes in particular the right to reproduce, process, publish, perform or commercially exploit the work results in unchanged or modified form. Beta Systems may also grant sub-licences without the supplier's consent. These rights include the agreed interim results, training documents and aids. In the case of the creation of software, the supplier shall also provide Beta Systems with the adequately commented and documented source code.
- 10.2 The remuneration covers the transfer of the rights of use as described above. No additional remuneration is due for the transfer of the rights of use as described above.
- 10.3 The supplier warrants that no rights under sections 12-14, 25 of the Copyright Act will be asserted. The supplier warrants that it will strictly comply with the provisions of the Arbeitnehmererfindungsgesetz ("Employee Inventions Act") and that it will claim such inventions in a timely manner.

11. Acceptance/transfer of risk

- 11.1 Deliverables suitable for acceptance shall be formally accepted. The supplier shall give notice of readiness for acceptance without undue delay following the completion of the services and shall, if the parties agreed on this, prepare an acceptance report. This report shall document the test steps performed

and the test results. In addition, all faults occurring during the trial operation shall be recorded. The supplier shall send the acceptance reports to Beta Systems for first signature. The second signature by the supplier shall constitute a binding declaration of acceptance.

- 11.2 The sending of the final invoice or the written notification of completion as well as the use or commissioning of the contractual services within the scope of the test run shall not be deemed to constitute acceptance. Acceptance shall be deemed to have taken place if Beta Systems does not reject within one month, although the service has been provided free of defects or only with insignificant defects. In the case of acceptance of partial services, the risk of accidental loss for the entire trade work shall pass upon acceptance of the last partial service. The risk of accidental loss or accidental deterioration shall only pass to Beta Systems if Beta Systems is in default of acceptance for reasons for which it is responsible. This is subject to the condition that the supplier has unsuccessfully set Beta Systems a reasonable deadline in accordance with the circumstances, within which Beta Systems has not provided the necessary cooperation in good time.

12. Remuneration

- 12.1 The prices quoted in the order are fixed all-inclusive prices, unless invoicing on a time and material basis at specific daily rates has been agreed. If no price information has been provided, Beta Systems reserves the right to reject prices calculated at a later date. Unless otherwise agreed in writing, prices include delivery to the specified address/place of use, including packaging, customs duties and insurance. If Beta Systems or the recipient does not keep the packaging, it shall be returned at the expense of the supplier and the invoiced packaging costs shall be reduced; this shall also apply to pallets of any kind, including exchange.
- 12.2 Travelling time and travel expenses of the supplier and/or his employees to the regular place of work shall not be remunerated separately and are included in the fixed price or hourly rates. If the supplier and/or his employees work outside the regular place of work, travel expenses shall be reimbursed at a flat rate of € 0.35 per km. Other expenses incurred by the supplier will only be reimbursed if they have been agreed in writing in advance. Agreed business trips by employees of the supplier at the expense of Beta Systems to locations outside the regular place of work by air or rail shall be booked by Beta Systems. Travel expenses for air and rail travel will not be reimbursed if the supplier has made the booking himself.

13. Invoicing and payment

- 13.1 The invoice must comply with the legal requirements and must state Beta Systems' order number. In addition, each item of an order must be shown on the invoice. Unless otherwise contractually agreed, the invoice must be sent in a single copy to the invoice recipient named in the order and to the invoice address stated therein and must separately show the VAT applicable at the time of delivery/service. Invoices for services rendered must also be accompanied by time sheets signed by Beta Systems employees. Advance payments must be shown on the invoice. Invoices that do not meet these requirements will not be processed. Invoices shall be issued monthly for the preceding month.
- 13.2 Unless otherwise agreed in the order, payment shall be made net 30 days after receipt of the invoice and delivery or acceptance of the service, or within 14 days less 3% discount. Payments shall always be subject to adjustment in the event of subsequent complaints. Payment periods shall commence upon receipt of an invoice that meets all the requirements of paragraph 1.
- 13.3 A fixed price agreed in the individual contract shall be the fee for all contractually agreed services. Unless otherwise agreed in the individual agreement, invoices will be issued after the service has been fully provided.

14. Guarantee

- 14.1 If advance payments have been agreed, the supplier shall provide Beta Systems with an advanced payment guarantee in the amount of the advance payment to be provided at the same time as the advance payment. The guarantee serves as security for payments that are not fully covered by the consideration. The guarantee certificate shall be returned when all the supplies/services covered by the guarantee have been provided by the supplier in accordance with the contract or when the advance payment made has been set off against a due payment. The event of default under the advance payment bond occurs when the supplier fails to perform, fails to perform in time or fails to perform properly the supplies/services for which the advance payments have been made in accordance with the Contract.
- 14.2 The guarantee must be provided in the form of an unconditional, unlimited and irrevocable guarantee from a credit institution or credit insurer. The credit institution or credit insurer must have an "A" rating from Standard & Poor's or an equivalent rating from another internationally recognised rating agency (e.g. Moody's, Fitch). The declaration of guarantee is made with the waiver of the defences of avoidance, set-off and advance claim pursuant to Sections 770, 771 of the German Civil Code (BGB), the right to deposit the guarantee amount and the rights pursuant to Section 775 of the German Civil Code (BGB). The waiver of the defence of set-off shall not apply if the relevant counterclaim of the supplier is undisputed or has been established as final and absolute. The guarantee shall be governed exclusively by German law and, at Beta Systems' discretion, the place of performance or the registered office of Beta Systems shall be the exclusive place of jurisdiction. The costs of the guarantee shall be borne by the supplier.

15. Material defects

- 15.1 Beta Systems shall be entitled to the statutory claims for defects in full. The supplier shall be liable for the faultlessness of the delivery/service with a limitation period of 24 months; the limitation period shall commence upon acceptance of the respective service or upon complete performance and delivery, if acceptance is excluded. However, this provision shall only apply if no longer warranty or limitation periods apply due to contractual or statutory provisions. All defects or deficiencies occurring during the limitation period - e.g. due to non-contractual execution, inferior material or non-compliance with statutory provisions or recognized rules of technology - shall, at Beta Systems' discretion, be remedied by the supplier at its own expense or fulfilled by a replacement delivery in accordance with the contract.
- 15.2 The following shall apply to Service Agreements: If the service agreed in the individual contract is not provided in accordance with the contract or is defective and the Supplier is responsible for this, the supplier shall provide the service in accordance with the contract and free of defects at no additional cost to Beta Systems within a reasonable period of grace set by Beta Systems.
- 15.3 If the supplier does not remedy the errors and defects within the reasonable period of time set by Beta Systems after the first notice of defects, Beta Systems shall be entitled, without setting a further grace period, to remedy the defects itself or have them remedied by third parties and to deduct the costs incurred from the supplier's invoice amounts or to charge them to the supplier without setting a further period of time. Beta Systems shall be entitled to withdraw from the contract and to reduce the purchase price; claims for reimbursement of expenses and damages, in particular claims for damages in lieu of performance, shall remain unaffected.
- 15.4 Beta Systems shall be obliged to inspect the Services for obvious errors/defects without undue delay within a reasonable period of time, but not exceeding 10 working days after delivery, and to give notice of defects within a further 5 working days. Otherwise, the inspection of the Services shall take place as part of the acceptance procedure.

16. Property rights of third parties

- 16.3 The supplier warrants that the work results and related documents produced or delivered by the supplier are free from third party rights. The supplier shall indemnify and hold Beta Systems harmless from and against any and all claims of third parties arising from any such infringement. The supplier's obligation to indemnify shall relate to all expenses necessarily incurred by Beta Systems as a result of or in connection with the claim of a third party.
- 16.4 If the use of the deliverables or software infringes the industrial property rights of a third party and the use of the software by the Beta Systems is therefore prohibited in whole or in part, Beta Systems may - without prejudice to further and other rights under this contract or by law demand that the supplier, within a reasonable period of time set by Beta Systems and at the supplier's expense, either
- procures the right for Beta Systems to use the work results and/or documents
 - modifies the work results and/or documents to make them non-infringing;
 - replaces the work results and/or documents by work results and/or documents which do not infringe any Intellectual Property Rights.

17. Liability

The supplier shall be liable for any breach of duty and the resulting damage, unless the supplier proves that he is not responsible for the breach of duty. Furthermore, the supplier is obliged to indemnify Beta Systems against all claims for damages which third parties assert against Beta Systems on the basis of a defect in the delivery/service of the supplier, unless the supplier proves to Beta Systems that he is not responsible for the event causing the damage. The above provisions shall also apply if the supplier uses the services of a vicarious agent.

18. Insurance

The supplier shall maintain at its own expense for the duration of this Agreement, including the limitation period for defects of quality and title, and for the duration of any Maintenance Agreements, business liability insurance and professional liability insurance with an appropriate sum insured per claim. The amount of insurance cover does not constitute a limitation of liability. The supplier is obliged to provide Beta Systems upon first written request with a confirmation of cover from its insurer regarding the scope of the insurance. The supplier is also obliged to prove to Beta Systems upon first written request that it has paid the relevant premiums to the insurer. Failure to provide such proof shall entitle Beta Systems to terminate the contract for cause.

19. Cancellation

- 19.1 In the event of termination in accordance with § 648 of the German Civil Code (BGB), the supplier shall receive - with regard to the offsetting of saved expenses - that part of the remuneration which corresponds to the proportion of the service provided to date in relation to the total service, unless the supplier proves that its savings with regard to the services not provided are lower.
- 19.2 If, however, the contract is terminated for good cause for which the supplier is responsible, the supplier shall only receive that part of the remuneration which corresponds to the proportion of the service provided to date and usable for Beta Systems in relation to the overall service. In this case, the supplier shall have no further claim to remuneration. The supplier shall be liable to Beta Systems for compensation for the damage incurred by Beta Systems as a result of the cancellation, including any consequential damage.
- 19.3 The mutual right of extraordinary cancellation for good cause remains unaffected by the provisions of this section. In particular, Beta Systems may terminate the contract for cause if the supplier is illiquid or if insolvency proceedings are applied for or opened against its assets or if the opening of such proceedings is rejected for lack of assets.
- 19.4 If a maximum order volume has been agreed in the individual contract, Beta Systems is entitled to call up only part of this volume.

20. Assignment of claims

The supplier is not entitled to assign its claims against Beta Systems to third parties or to have them collected by third parties without the prior written

consent of Beta Systems, notwithstanding the provisions of § 354a HGB.

21. Safety regulations

The supplier is obliged to comply with the relevant regulations and recognised rules of technology, in particular regarding occupational health and safety, as well as the provisions of construction, trade and traffic law (in particular supervisory and traffic safety obligations on construction sites and other work sites) when performing and processing the contract; this also applies to the applicable environmental protection and waste disposal regulations. Deliveries and services must comply with the applicable laws, ordinances and regulations at the time of delivery or acceptance. The declaration of conformity and the operating instructions must be handed over to Beta Systems.

22. Confidentiality

22.1 The supplier is obliged to treat as confidential for an unlimited period of time all knowledge of Beta Systems' confidential information and business secrets obtained in the course of the performance of the Order and to use them only for the performance of the Order. The services provided by the supplier shall also be treated as confidential.

22.2 The supplier may only make contractual objects accessible to employees and other third parties insofar as this is necessary for the fulfilment of the commissioned service; otherwise he shall keep all contractual objects secret. He shall inform all persons to whom he grants access to contractual objects in writing of Beta Systems' rights to the contractual objects and the obligation to maintain their confidentiality and shall oblige these persons in writing to comply with the confidentiality obligation. Any other disclosure of documents (reports, expert opinions and the like) to a third party and any publications in connection with the results of the provision of services by the Supplier shall require the written consent of Beta Systems.

23. Bill of Material for Software

Supplier shall provide to Beta Systems, in a format as requested by Beta Systems, for each new Release the list of used third party technology within Software delivered by the supplier including the download URL, copyright information, license name and license text for all free and open source components on that list.

24. ECCN for Software

Supplier shall provide Beta Systems with the ECCN for each Release together with delivery of Software and with any information required by Beta Systems to comply with national and international export laws and regulations.

25. Data protection

25.1 The supplier shall ensure that all persons involved in the provision of services observe the legal provisions on data protection, in particular with regard to the processing of personal data. These persons shall be required, in accordance with data protection law, to maintain data secrecy before they commence their activities for the first time and to provide Beta Systems with evidence of this upon request.

25.2 If the supplier processes personal data in the course of providing its services, it shall enter into an agreement with Beta Systems for the processing of data on behalf of the controller, and to ensure that any further agreements necessary for the processing of personal data are also concluded by its subcontractors. In individual cases, it may be necessary for these to be concluded directly between Beta Systems and the subcontractors.

26. References/Advertising

The supplier shall not be entitled to use information about an intended or existing contractual cooperation for reference or marketing purposes without the prior written consent of Beta Systems. The taking of photographs on the premises of Beta Systems, on construction sites and in buildings as well as the publication of such photographs are also prohibited.

27. Place of fulfilment/jurisdiction/choice of law

The place of performance for the supplier's deliveries and services shall be the shipping address/place of use specified by Beta Systems or the agreed place of performance.

The place of jurisdiction for all disputes arising out of or in connection with this contract shall be Berlin, unless otherwise expressly provided by law.

The law of the Federal Republic of Germany shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Good is excluded.