

1. Scope

- 1.1. soffico provides information technology related services and consulting for the Client. The Parties are not contracting with the aim for soffico to create a particular work or achieve a particular result.
- 1.2. Any other existing general terms and conditions or delivery terms ("GTC") of the Parties shall not apply. This applies even if the use is not expressly objected to.
- 1.3. soffico generally provides the services at the premises of the Client. The place of assignment can be modified by mutual agreement between soffico and the Client, or services can also be carried out via remote access. In this case, the special terms of soffico shall govern such remote access. It is the responsibility of soffico to decide on the manner in which the services are provided.
- 1.4. soffico shall determine the times for the provision of services in consideration of the operational requirements of the Client. In other respects, soffico shall be free in determining the place, time and duration of the provision of services, shall not be subject to instructions of the Client and is not integrated in the operations of the Client.
- 1.5. soffico shall provide the agreed services professionally and diligently, using the state of the art at the time of the conclusion of the Agreement.
- 1.6. soffico is entitled to issue subcontracts to subcontractors.
- 1.7. Employees utilized by soffico do not enter into an employment relationship with the Client and are not subject to its authority to issue instructions. This applies in particular to the extent they provide services at the premises of the Client.

2. Cooperation of the Client

- 2.1. The Client shall support soffico in the provision of services to the extent necessary. The Client shall provide soffico with the required specifications, information, documents or data.
- 2.2. If necessary, the Client shall provide soffico with the necessary technical infrastructure and access to its business operations. The Client shall provide soffico with a suitable working space for the period of the provision of services.
- 2.3. The Client grants soffico the right to deposit the Orchestra scenarios (PSC files) created in the course of the project as a copy in the Confluence of soffico. These created scenarios do not contain any personal data and serve to continuously optimize the services offered by soffico. Before copying, soffico must ensure that all Client related data contained in the scenarios (access data to servers, etc.) is deleted and/or at least encrypted.

3. Fee, Due Date

- 3.1. soffico invoices monthly and shall include a statement of services rendered with the invoice. Invoices are due immediately upon receipt without deduction. Fee invoiced are payable by bank transfer in euros to the account specified in the invoice.
- 3.2. Travel costs and expenses incurred on behalf of the Client shall be additionally settled by soffico at the verified rates or maximum tax rates. Unless otherwise agreed, travel times shall be remunerated according to the respective hourly rates.
- 3.3. Insofar as soffico cannot provide services in whole or in part due to reasons for which the Client is responsible, soffico may separately settle any additional expenses thereby incurred, including all waiting periods, at the agreed hourly rate.

4. Confidentiality

- 4.1. The Parties undertake to treat as strictly confidential any and all knowledge of business and trade secrets, documents provided that are marked as "secret," "confidential" or the like that is obtained within the framework of the Agreement ("confidential information"), and not to make use of it either for themselves or on behalf of third parties or to disclose this to third parties.
- 4.2. soffico is obligated to treat the confidential information with the strictest confidentiality, to secure it against disclosure to unauthorized persons, to only provide it to those employees who need it for the fulfillment of the underlying Agreement, and to neither reproduce nor disclose it to third parties or make the contents thereof accessible to third parties without the permission of the Client.
- 4.3. Information is not considered confidential information that
 - 4.3.1. was generally known or known to the receiving Party before receiving it in connection with this Agreement
 - 4.3.2. was developed independently by the receiving Party without recourse to the confidential information of the other Party
 - 4.3.3. was lawfully made available to the receiving Party by a third party without breaching any confidentiality obligation
 - 4.3.4. is required to be disclosed due to a binding administrative or judicial order or by law.
- 4.4. This duty of confidentiality shall survive the termination of this Agreement for 3 years.

5. Default

- 5.1. The adherence to agreed dates presupposes the timely receipt of all documents to be supplied by the Client, the observance of the contractually agreed terms of payment and other obligations. If these obligations are not fulfilled in due time, the deadlines shall be extended appropriately; this shall not apply if and to the extent soffico is responsible for the delay.
- 5.2. The agreed terms shall be extended appropriately to the extent their non-compliance is attributable to
 - 5.2.1. Force majeure (war, acts of terror, strike or the like);
 - 5.2.2. Viruses and other attacks by third parties on the IT system of soffico;
 - 5.2.3. Hindrances due to German or international regulations or other circumstances for which soffico is not responsible; or
 - 5.2.4. Late or improper supply delivery to soffico.
- 5.3. Insofar as a binding deadline has been stipulated for a service of soffico and if the Client substantiates that it has suffered damage as a result of a delay by soffico, it may claim compensation for every full day of default in the amount of 0.25%, but not more than 5% in total of the net order value for the service that is in default.

6. Qualitative Service Defects

- 6.1. The Client must inform soffico without undue delay in writing or in text form as soon as it recognizes that a service was not provided as contractually stipulated. It must specify this as much as possible in this context. If the Client fails to comply with this obligation, claims for defects in the event of qualitative service defects are excluded.

Master Terms and Conditions for Services

of soffico GmbH (soffico)



6.2 In response to the complaint, soffico will review the service in question and, if possible and appropriate, provide it as contractually stipulated within a reasonable period of time.

6.3 Any claims arising under this Clause 6 shall become statute-barred within 12 months after performance of the service concerned. This does not apply to claims due to intent or gross negligence.

6.4 Any further claims due to qualitative service defects are excluded. This exclusion does not apply to liability for intent or gross negligence as well as injury to life, body and/or health.

7. Intellectual Property Rights

7.1. soffico shall ensure that no rights of third parties are infringed by the provision of services. If, however, a third party raises a claim against the Client due to the infringement of property rights through services provided by soffico, soffico shall be liable as follows:

7.1.1. soffico will, at its discretion, either obtain a right of use at its own expense within a reasonable period of time or modify the service in question in such a way that it no longer infringes any property rights.

7.1.2. The obligation of soffico to pay compensation shall be governed by Clause 10.

7.1.3. The aforementioned obligations of soffico shall only exist if the Client informs soffico without undue delay in writing or in text form of the claims asserted by third parties, does not acknowledge any infringement and reserves all defensive measures for soffico.

7.2. Claims of the Client are excluded insofar as it is responsible for the property right infringement. They are furthermore excluded if the services provided by soffico are modified by the Client or used together with products/services that are not supplied by soffico.

7.3. Further claims of the Client against soffico due to infringement of a property right or other legal defect are excluded, unless soffico is responsible for intent or gross negligence.

8. Rights of Use

8.1. soffico shall remain the owner of all materials that are protected or eligible for protection by industrial property rights (patent rights, trademarks, etc.) whether registered or not, and to which it is entitled at the time of the conclusion of the Agreement or are developed after the conclusion. This applies in particular to any further development of the software products of soffico or scenarios for Orchestra which soffico creates in the course of the services provided.

8.2. Upon full payment of the agreed fee, the Client shall receive the non-exclusive and non-transferable simple right of use for the information provided by soffico within the scope of the services and any consulting results for its own internal purposes.

9. Data Protection

Both Parties shall comply with the statutory provisions on data protection. The Client shall ensure that all conditions are created (e.g., obtaining consent) so that soffico can provide its services without breaching the protection of personal data.

10. Liability

10.1. The Client's claims for damages or reimbursement of futile expenditures shall be governed by this provision, unless otherwise stipulated in these Master Terms and Conditions for Services.

10.2. For damage resulting from injury to life, limb or health stemming from at minimum willful or negligent breach of duty of soffico for a legal representative or agent of soffico, the liability of soffico shall be unlimited in the amount.

10.3. For the culpable breach of material contractual obligations, the observance of which is of particular importance for the achievement of the purpose of the

Agreement (cardinal obligation), soffico shall only be liable for the contractually typical, foreseeable damage.

10.4. Liability for data loss is limited to the typical recovery effort that would have been incurred with a regular data backup in accordance with the current state of the art at the conclusion of the Agreement.

10.5. The contractual liability claims shall become statute-barred after one year from the start of the statutory limitation period. This does not apply to claims due to intent or gross negligence of soffico, as well as in the event of injury to life, limb or health.

11. Term and Termination

11.1. The Agreement shall enter into force upon acceptance of the offer of soffico.

11.2. Ordinary termination of this Agreement is excluded. The mandatory statutory right to termination for good cause shall remain unaffected.

11.3. Each Party is entitled to terminate this Agreement with immediate effect if:

11.3.1. The other Party becomes insolvent, files a petition for bankruptcy, initiates insolvency proceedings or this is rejected; or

11.3.2. The other Party has breached material contractual obligations and these have not been remedied within a reasonable period after receipt of notification of the breach.

11.4. In the event of termination, the services rendered and expenses incurred up to the time of termination must be remunerated. In case of termination by soffico according to Clause 11.3.2, soffico is entitled to its full fee, less the expenses and costs saved by the early termination of the Agreement.

11.5. Any termination must be in writing.

12. Final Provisions

12.1. This Agreement shall be governed by law of the Federal Republic of Germany, to the exclusion of the UN Sales Convention (CISG)

12.2. The Client can only set off against undisputed, disputed but ripe for a decision, or legally binding claims. The Client is entitled to a right of retention only for counterclaims arising from this Agreement.

12.3. No ancillary agreements to this Agreement were concluded. Changes or additions must be in written form to take legal effect. This also applies for the written form requirement. The written form is not satisfied by the sending of emails, unless they are provided with a qualified electronic signature (Section 126a of the German Civil Code (BGB)).

12.4 The exclusive place of jurisdiction is Augsburg, provided that the Client is also a merchant or legal entity under public law.

12.4. If any provision of this Agreement should be invalid, then the validity of the remaining provisions shall not be affected. The Parties shall endeavor to find a replacement for the invalid provision that is legally and economically best suited to the contractual intent.