

General Terms and Conditions (GTC) for Service Supplies

(Translation - Please note that the German version is legally binding)

Solnovis GmbH
In der Bög 5
91301 Forchheim, Germany

hereinafter referred to as Solnovis
valid from 01 May, 2022

1. Applicability

- 1.1 The following General Terms and Conditions apply to all business relationships between Solnovis and a contractual partner (hereinafter referred to as customer) whose contractual subject matter is work service supplies. The version valid at the time of conclusion of contract will be authoritative.
- 1.2 Solnovis does not recognize a contractual partner's conflicting terms, terms deviating from these General Terms and Conditions or supplementary terms. Any regulation to the contrary will apply only if explicitly accepted by Solnovis in writing.
- 1.3 These General Terms and Conditions will also apply to any future business with the customer, even when not explicitly agreed again.

2. Nature and Scope of Services

- 2.1 Solnovis performs work services to support the customer, consultations, trainings, analyses and similar. The nature, place, time and scope of the services will be set out in an individual agreement.
- 2.2 Solnovis performs the services in accordance with this contract and the state of the art at the time of conclusion of contract and through personnel qualified for performing the services agreed upon.
- 2.3 Unless the customer has explicitly objected, Solnovis is entitled to have services that, under the contract must be performed by Solnovis, be rendered by third parties with adequate qualifications.

3. Conclusion of Contract

- 3.1 Solnovis' offers are subject to confirmation and non-binding. Representations of Solnovis' services, for instance on the internet or in brochures, do not constitute offers but rather non-binding invitations to the customer to make a corresponding offer for the conclusion of a contract.
- 3.2 The contract establishing the customer relationship will be created through a written

offer from the customer and its subsequent acceptance by Solnovis.

- 3.3 The customer will be bound by its offer, which is a binding offer to conclude a contract. Acceptance will be effected through the customer's receipt of Solnovis' order confirmation or through execution of the contractually agreed service.

4. Customer Cooperation

- 4.1 The customer will support Solnovis in the performance of services to an appropriate extent. In particular, the customer will make available to Solnovis the complete required information, documents and technical facilities in a timely manner, in working order and in a sufficient capacity, at its own cost. This also applies to information, documents and technical facilities that become known or are created only during Solnovis' performance of services. If necessary to perform the services, the customer will make available to Solnovis its own employees or working space at its company. Moreover, the customer shall grant Solnovis access to its places of business / operation where this is necessary for Solnovis to be able to perform the services.
- 4.2 The customer will provide the name of a contact responsible for the project and a substitute. They are entitled to make declarations legally binding on the customer vis-à-vis Solnovis with regard to, for instance, the request for additional services, the agreement of further remuneration or the acceptance of the services of Solnovis.
- 4.3 The customer's cooperation will be at its own cost.

5. Rights in the Embodied Results

- 5.1 Solnovis grants the customer the simple right, without any limitation as to space and time, to use the embodied results of performance achieved in the context of the contract if and to the extent this follows from the purpose and field of application of the contract. Such rights include the interim results, training material and aids agreed upon.

- 5.2 Its use must not go beyond that described in subsection 1. This applies in particular to reproductions, making these available to third parties and any other exploitation of the results of performance.
- 5.3 Until full payment of Solnovis' remuneration, the customer's use will be subject to revocation. Solnovis may revoke the right to use and prohibit the use of its work services performed and / or their results if the customer is in arrears with payment of Solnovis' remuneration.

6. Rights to Use in Software, Third-Party Property Rights

- 6.1 All rights in software supplied to the customer or created for the customer, including but not limited to copyrights, rights protecting performance other than personal intellectual creation and related rights, will remain with Solnovis and / or the respective rights holders. This also applies when the software has been created in accordance with customer specifications or with the customer's cooperation.
- 6.2 Where Solnovis uses software of the customer, all copyrights and other rights will remain with the customer. Solnovis will use such software only for the contractually agreed purposes. The customer will make the source code of such software available to Solnovis if Solnovis requires the source code for making changes or remedying defects.
- 6.3 Unless explicitly allowed in a contract or the law, the customer shall not reproduce, distribute, pass on, change, translate, extend and / or otherwise rework the software provided by Solnovis, nor decompile the software or use the software as a basis for developing similar software. In all other respects, the individual separate licensing terms of the software will apply.
- 6.4 The customer will be granted only a simple right to use the software in the scope commanded by the purpose of the contract. Any use of the software going beyond the manufacturer's or Solnovis' individual licensing terms, the contractual agreements or the contractually defined purposes is subject to Solnovis' written consent.
- 6.5 Unless the individual licensing agreement does not provide otherwise, the customer may make data backups required for securing data. Security backups on movable data carriers must be labeled as such and bear the original data carrier's copyright mark.
- 6.6 Solnovis, and possibly the software's manufacturer as well, retains the right to claim damages if the software is used in a wrongful way which goes beyond the simple right of use granted.

- 6.7 The customer shall notify Solnovis immediately in writing when a third party alleges rights conflicting with the simple right of use granted to the customer. The customer will not recognize the third party's claims without Solnovis' consent. Solnovis will avert the third party's claims.

7. Remuneration

- 7.1 The remuneration for Solnovis' performance is the fee for the time involved in rendering the contractually agreed services. Expenses for material will be remunerated separately. Waiting time of Solnovis employees for which the customer is at fault will be remunerated as working time.
- 7.2 Any and all disbursements such as travel and accommodation expenses, out-of-pocket expenses and claims for fees of third parties during the implementation of the contract will be invoiced to the customer upon submission of proof.
- 7.3 Unless explicitly described otherwise, prices and times stated in offers are non-binding estimates of the costs and time involved according to professional calculation. What will be invoiced is the actual costs and time involved on the part of Solnovis.
- 7.4 As a general rule, remuneration will be due upon completion of the performance and issuing of invoice on the part of Solnovis. Solnovis is also entitled to issue partial invoices for partial performances complete in themselves or, in the case of the performance of services over a longer time, issue monthly part invoices for the services performed up to the individual dates.
- 7.5 Solnovis is entitled to charge a handling fee of 10 % of the order value for handling orders with third parties, the payment of which is directly charged to the customer.
- 7.6 Training and consultancy days will be remunerated in accordance with the fixed price agreed-upon. One day is 8 hours incl. breaks. Any additional time and cost must be remunerated separately.
- 7.7 The customer will be entitled to assert any rights of set-off only if its counter-claims have been established in a legally binding and final way, are uncontested or have been recognized in writing by Solnovis.
- 7.8 Any right of retention on the part of the customer is excluded, unless the customer's counter-claim is from the same contract and is uncontested, has been recognized in writing or established in a legally binding and final way.

8. Customer Rights in Case of Quality Defects

- 8.1 If Solnovis' performance in accordance with the contract fails to an extent which is not negligible, even where the customer has set an adequate period of grace, which is the explicit duty of the customer, the customer will be entitled to terminate the contract or demand adequate reduction of the price owed to Solnovis or, if Solnovis' entire services are unusable for the customer, demand the annulment of the contract and damages upon submission of supporting documents. Solnovis is entitled to claim payment for the services rendered under the contract until termination of the contract becomes effective.
- 8.2 Where services pursuant to sections 2.1 and 2.2 are rendered, Solnovis, as a general rule, owes the contractual performance of average kind and quality. The customer will only have claims for defects if the services are not rendered due to fault on the part of Solnovis or not in the quality owed.

9. Payment Deadlines / Late Payment

- 9.1 All prices are net subject to statutory VAT applicable at the time.
- 9.2 If the customer is in arrears with payment as a whole or in part, Solnovis will be entitled to charge, from that date, statutory interests of 10 % above the base lending rate p. a. As a general rule, the customer will come into arrears 30 (thirty) days from receipt of the invoice if, up to that date, no payment has been made to Solnovis. Solnovis will continue to be entitled to retain its services and to perform any services still to be rendered only against advance payment or the provision of securities.

10. Indemnification from Defects in Title

- 10.1 A necessary condition for liability for defects in title is that Solnovis has been informed by the customer in writing within 14 days from the date the customer first gains knowledge of such claims. Furthermore, the customer shall leave any defense and settlement negotiations to Solnovis. To this end, the customer shall grant Solnovis all required authorizations for court and out-of-court measures. The customer may neither recognize the third party's claims without Solnovis' written consent nor influence the defense of the claims by Solnovis in any other way through acts not agreed with Solnovis. In such a case, Solnovis reserves the right to change or replace the material.
- 10.2 When claims for defects in title are raised against the customer, Solnovis, at its own cost, may change or replace the service in a scope the customer can reasonably be expected to tolerate.

- 10.3 Any more extensive or further claims of the customer for the infringement of third-party property rights are excluded. Such exclusion does not apply if a guarantee has been granted, a quality has been promised, a defect in title has been fraudulently concealed, in case of injury to persons and in case of intent or gross negligence.

11. Liability

- 11.1 Claims for damages of any kind whatsoever against Solnovis, its legal representatives, employees and persons employed in performing its contractual obligations, including but not limited to those from tortious liability, violation of duty or violation of the obligations set forth in Section 311 BGB (German Civil Code), are limited to grossly negligent behavior or intent.
- 11.2 Solnovis will be liable in case of intent or gross negligence on the part of the persons employed in performing its contractual obligations, who are not senior employees, only up to the amount of the foreseeable damage typical for the type of contract. In case of consultancy services, liability is limited to the amount of the actual payment of fees effected.
- 11.3 Solnovis will not be liable for loss of profit, savings not made, compensation of fruitless expenses, damage from third party claims, any other direct and resulting damage and recorded data.
- 11.4 The limitations of liability under sections 1-3 do not apply in case of injury to life, body or health, in case of violation of cardinal duties or if liability is obligatory under the Product Liability Act ('Produkthaftungsgesetz').
- 11.5 Unless there is liability for intent, the claims for damages against the other contractual party will become statute-barred in accordance with the statutory provisions, at the latest, however, 3 years after the violation of duty or the tortious act.
- 11.6 Where data are lost, Solnovis will be liable only for the effort which would have been necessary to recover the data if the customer had duly backed up the data.

12. Data Protection / Secrecy

- 12.1 Solnovis collects, processes and uses personal data and data marked confidential only to the extent those are required to establish, formulate content, fulfilment, performance and modification of the contract concluded with the customer and in compliance with the provisions of the General Data Protection Regulation (GDPR).
- 12.2 Solnovis is entitled to forward the personal data to the third parties commissioned to implement the contractual services pursuant to section 2(2).

- 12.3 Solnovis will impose a written obligation to maintain secrecy on the third parties commissioned to render the contractually agreed services.
- 12.4 The customer and Solnovis are obliged to treat as confidential the confidential information, technical or commercial trade secrets acquired in the context of the contract and, if and to the extent not necessary for performance of the contract, not to forward it to third parties or use it for purposes other than those contractually agreed.

13. Final Regulations

The law of the Federal Republic of Germany applies. The United Nations Convention on the International Sale of Goods from 11 April, 1980 is excluded. If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising is Solnovis' registered office.

Forchheim, 01 May, 2022

The Managing Director