

General Terms and Conditions of genua GmbH (GTC)

Disclaimer

The English version of the General Terms and Conditions of genua GmbH is exclusively a translation for further clarification. Only the German version of the General Terms and Conditions of genua GmbH is legally binding.

A. Definitions

GTCs are the genua General Terms and Conditions in the currently valid version.

Order refers to the customer's request for goods, rental items, services, or work performance placed with genua in return for payment.

Service includes all activities that genua offers the customer and for which no specific outcome is owed.

Documentation encompasses the current technical and functional documentation regarding the relevant genua product provided to the customer, including technical and functional specifications, which can be updated or renewed if necessary.

EULA means the End User License Agreement, available at the genua homepage: www.genua.eu/gcc.

Export control refers to all applicable import, export control, and sanction laws, particularly the laws of the United States, EU, and Germany.

genua means genua GmbH, Domagkstr. 7, 85551 Kirchheim bei München, Germany.

Hardware includes all physical items as defined by section 90 of the German Civil Code (BGB) that have been developed or manufactured by or for genua.

IP rights refer to all patents, and copyrights, and other rights related to inventions, trademarks, registered designs, as well as other

property rights along with all associated rights of use and exploitation.

Customer means the contractual partner of genua.

Object of delivery is defined as the genua product specified in the contract, particularly in the order confirmation, including computer programs, user manuals, and documentation.

Training includes courses and workshops that genua offers the Customer.

Software denotes computer programs according to section 69a of the German Copyright Act (UrhG) that have been developed by or for genua, as well as the associated documentation, and third-party software that is used or distributed by genua but developed by a third party.

Support Service includes the services provided by genua as part of its support obligations in accordance with the SLA (Service Level Agreement).

Affiliated Company refers to any company affiliated with either genua or the Customer in accordance with sections 15 et seq. of the German Stock Corporation Act (AktG).

Confidential information is information related to business operations which is not publicly accessible and available only to a limited group of people. Furthermore, this information is explicitly protected from third-party access, and there is a legitimate legal and financial interest in keeping this information from being disclosed to the public. This includes, in particular, trade secrets

within the scope of the German Trade Secrets Act (GeschGehG), products, processes, programs, know-how, inventions, business strategies, business plans, documents, correspondence as well as oral comments.

Goods mean hardware and software, as well as standard goods.

Work performance is a service contractually owed by genua, where a specific result is required.

B. General terms and conditions

1. Scope

- (1) Unless otherwise specified in written form, all contractual relationships between genua and other companies, legal persons under public law, or special funds under public law (hereinafter known as the "Customer") are subject exclusively to these General Terms and Conditions, supplemented by the offer valid at the time of the conclusion of the contract and, where applicable, other relevant documents. In the event of inconsistencies between the documents, the following order of precedence shall apply: a) the offer, b) these General Terms and Conditions (GTCs), c) End User License Agreement (EULA), d) Service Level Agreement (SLA).
- (2) The GTCs also apply to pre-contractual business relationships, unless otherwise stipulated.
- (3) Conflicting, deviating, or supplementary GTCs shall not apply, even if genua has not explicitly objected thereto and/or provides the service in the knowledge of the conflicting terms.

2. Offer and Conclusion of Contract

- (1) genua's offers are non-binding and subject to change, unless otherwise agreed by the parties. The Contract shall become effective upon acceptance by genua via an order confirmation in text form.

- (2) genua's offers are valid for 30 days, unless otherwise stated in the offer.

3. Quality of Goods or Services

- (1) genua shall provide the services in accordance with the acknowledged technical rules.
- (2) Product descriptions, concepts, documentation, manuals, technical data sheets, and other accompanying materials are part of the contractual agreement. These documents are for descriptive purposes only and do not constitute a legal guarantee. Guarantees are only granted if they have been expressly designated as such at least in text form.
- (3) genua reserves the right to make technical changes or modifications to the content of the service at any time up to the delivery of the goods or the provision of the service, provided such changes are insignificant; any deviations, to the extent they are reasonable for the Customer, must be accepted accordingly.
- (4) Unless otherwise agreed, work contract law ("Werkvertragsrecht") does not apply to the contractual delivery of standard goods, as standard goods are generally not created individually for the Customer. The Customer acknowledges that, in accordance with the recognized technical standards, it is not possible to develop standard software without errors for all application conditions.
- (5) Upon the delivery of software, the Customer is entitled only to receive the object code, but not the source code.
- (6) Assignment, setoff and retention rights
 - (a) An assignment of the Customer's rights and obligations under this Contract requires genua's written consent to be effective.
 - (b) The Customer may only set off claims that are undisputed or have been legally established.

- (c) genua retains ownership of the goods or services until the remuneration owed has been paid in full. genua is entitled to demand the return of the items without withdrawing from the purchase contract if the buyer is either partially or fully in arrears with the payment of the purchase price. If rights of use are granted under the Contract, they may be revoked at any time until the payment has been made in full.
 - (d) The Customer may not pledge or assign the goods or services as collateral.
- (7) Force majeure

genua is not liable in cases of impossibility or delay in the delivery of goods or services if this is due to force majeure or another unforeseeable event at the time of conclusion of the Contract for which genua is not responsible. This includes any kind of operational disruption, such as fire, natural disasters, epidemics, pandemics, weather, flooding, war, riots, terrorism, transportation delays, strikes, lawful lockouts, shortage of labor, energy or raw materials, or delays in obtaining necessary official permits or measures. In such cases, the Customer has no claim to delivery of the goods or performance of the services. If this condition persists for more than 90 days, each party is entitled to withdraw from or terminate the Contract.

4. Collaboration and Obligations of Cooperation

- (1) Where necessary, each party shall appoint at least one responsible and trained contact person, who will serve as the primary point of contact for all concerns. Additionally, further qualified personnel must be made available if required.
- (2) The Customer is obligated to support and cooperate with genua where necessary. This includes, for example, providing relevant information, unrestricted access to the premises or remote access. If remote

access is not possible, the delivery or service deadline shall be extended accordingly.

- (3) The Customer is responsible for ensuring that all required information according to subsection 2 is provided completely, correctly, in a timely manner, and free of charge.
- (4) The Customer is fully responsible for data backup and failure prevention for data and components.
- (5) genua emphasizes that, in particular, patch updates, release updates, release upgrades, as well as firmware updates for BIOS, hard drives, network cards and other hardware components are required to ensure the security, stability and performance of the devices. The Customer is responsible for the implementation of these updates and upgrades, as well as verifying the availability of new versions. genua shall publish these in the service portal. Additionally, information shall be provided about patches and releases of genua products.

5. Prices and Remuneration

- (1) The prices in the offers are binding. With regard to continuing obligations, genua reserves the right to change the prices after the conclusion of the contract at its reasonable discretion with a notice period of three months. The right to ordinary termination remains unaffected.
- (2) The prices are stated FCA (Incoterms 2020), with the place of delivery to be agreed upon separately. The Customer is exclusively responsible for import clearance in the destination country. genua may, for a fee, handle the shipment of the goods for the Customer (sale by dispatch). This does not result in any deviation from the aforementioned regulations regarding customs clearance.
- (3) The prices are quoted in EUR. This is the invoicing and payment currency. For billing based on hourly rates, any started

work hours will be billed to the nearest half-hour.

- (4) All prices are exclusive of taxes, customs duties, levies, and other fees, which are to be borne solely by the Customer.
- (5) The deduction of a cash discount is only permitted with a special written agreement.

6. Payment

- (1) Invoices are payable without deduction fourteen days after the invoice date, unless a different payment date has been agreed in the invoice. genua is entitled to issue partial invoices at any time.
- (2) Notwithstanding any conflicting provisions of the Customer, genua is entitled to apply payments first to the Customer's older debts. The Customer will be informed about the application of the payment.
- (3) In the event of late payment, the Customer is automatically in default upon the expiration of the payment deadline. No further grace period will be granted.
- (4) Interest shall accrue on the debt during the period of default at an annual rate of nine percentage points above the base interest rate, unless otherwise stipulated by law. The right to claim additional damages due to default remains unaffected.
- (5) genua is entitled to exercise its rights to refuse performance and its rights of retention for the duration of a payment default.

7. Delivery and Acceptance

- (1) All dates and deadlines for the delivery of goods and services are only binding if they are expressly designated as such by genua. genua may provide partial deliveries.
- (2) genua is entitled to withdraw from the Contract if genua's suppliers are unable to deliver the goods within a reasonable period, despite genua having concluded a corresponding cover transaction with the

relevant suppliers, and if genua is not responsible for the non-delivery.

- (3) While the parties are discussing changes to the delivery of goods and services, no delay in delivery or performance shall occur, even if genua is already in default.
- (4) A delivery or performance deadline shall be extended if and for as long as the Customer fails to provide the required cooperation, does not make staff available, or requests a change in performance.
- (5) If the Customer fails to accept the deliveries and services in a timely manner, genua reserves the right to invoice the Customer for any costs incurred as a result of the delayed acceptance.
- (6) Reminders and deadlines set by the Customer must be in written form to be effective. Any grace period must be reasonable. A period of less than two weeks is only reasonable in cases of high urgency.

8. Warranty for Material Defects

- (1) The agreed quality is defined in section 3. Public statements, promotions or advertising by genua do not constitute a quality description with regard to the contractual deliveries and services. Guarantees, in the sense of a warranty promise or a legal assurance, only exist if they are expressly referred to as a "guarantee" or "assurance" and are agreed upon in writing. Guarantees are subject to the contractual agreements specified in the offer and in section 9. genua does not provide any guarantees beyond these terms.
- (2) In the event of a material defect, genua will, at its discretion, provide either a repair or a replacement. If a replacement is delivered, the Customer is obligated to return the defective goods.

genua is also entitled to demonstrate to the Customer how defects can be worked around. Such action shall be deemed a repair as per subsection 2.

- (3) If the defect cannot be remedied within a reasonable period, or if two repair

attempts fail, the Customer may either request a reduction in the purchase price or withdraw from the Contract. A repair is considered to have failed only when genua has been granted adequate opportunity to make the repair or deliver a replacement, but to no avail, or if the repair is unreasonable for the Customer. A right of withdrawal or termination can only be asserted if the defects are material.

- (4) The Customer is obliged to inspect the goods for any obvious defects immediately. These must be reported in writing within two weeks, with a detailed description of the defect. Otherwise, the right to assert a warranty claim is excluded. Defects that are detected later must be reported within two weeks of discovery.
- (5) The warranty period shall be one year starting from the transfer of risk.
- (6) genua does not warrant that the security mechanisms integrated into the goods are or will remain impenetrable to unauthorized parties, especially regarding the possibility of third parties decrypting encryption codes.
- (7) The warranty does not extend to defects resulting from external circumstances beyond genua's control. In particular, genua shall not be held liable for defects that are attributable to the conduct of the Customer, the Customer's representatives and agents, or third parties.

9. Next Business Day Replacement Service within Germany or Warranty and Replacement Service for Hardware outside Germany

- (1) If goods are purchased with the offer of Next Business Day Replacement Service within Germany or Warranty and Replacement Service for Hardware outside Germany, the following provisions shall apply.
- (2) The Customer can report a defect to genua from Monday to Friday (excluding public holidays in Germany and Bavaria) between 9 a.m. and 5 p.m. local time,

either by telephone at +49 (0)89 991950-900 or by e-mail to support@genua.de.

- (3) In the event of a hardware defect that restricts essential functions of the product, the Customer shall receive a replacement device. If individual defective parts in the product can be replaced, only those parts shall be exchanged. If the Customer reports the defect with all necessary information between 9 a.m. and 12 p.m. (noon) local time and genua verifies the reason for the claim by 3 p.m., a replacement device shall be dispatched to the Customer on the same working day within the EU, provided the defect impacts the essential functions of the product. For deliveries within Germany, the replacement usually arrives the next business day. For deliveries within the EU, the shipment typically arrives within six business days. Delivery times may vary in cases of an exceptionally high number of defective products.
- (4) The Customer is obligated to assist in the error analysis to the extent reasonable and feasible.
- (5) An on-site technician visit is not included unless otherwise agreed upon.
- (6) Upon receiving the replacement device, the defective device must be made available for pickup or returned by the Customer within two weeks. For returns from third countries outside the EU customs area, the Customer is responsible for the return, export, and customs clearance of the defective device. If the Customer does not return the defective device, genua is entitled to charge the Customer the current list price.
- (7) If the Customer retains data storage devices from the product with genua's consent, only qualified technical personnel may remove these devices.
- (8) In particular, product modifications, improper use by the Customer, data backup, and all wear parts are excluded from the warranty and replacement service.

10. Defects of Title

- (1) genua warrants, within the scope of liability for defects, that the contractual use of the software by the Customer does not conflict with any third-party rights within the Federal Republic of Germany.
- (2) genua is liable for infringements of third-party rights only if the goods or services were used in accordance with the contract and without modification.
- (3) The Customer is obligated to notify genua immediately in writing if claims are asserted against them for the infringement of property rights.
- (4) If genua's service infringes third-party rights, genua may, at its own discretion and expense, either secure the right of use for the Customer, modify the service to comply with the law, or offer the Customer the option to withdraw from the Contract.
- (5) In addition, the provisions of section 8 apply accordingly.

11. Copyright

- (1) The Customer may permanently transfer the goods to third parties, provided the Customer has lawfully purchased or rented them, and the acquiring third party agrees in writing and in advance that these contractual terms will continue to apply. In the case of software transfer, the Customer must hand over all program copies to the new user, including any available backup copies, or permanently delete any copies not handed over. The Customer shall provide the purchaser with the terms of use for the software. For embedded systems, the goods may only be transferred together. Transfer is prohibited if it violates applicable export control laws. The Customer shall bear the burden of proof that the transfer complies with these laws.
- (2) genua is entitled, upon reasonable suspicion, to verify the actual use of the licenses. For this purpose, genua may request a self-disclosure from the

Customer, at least in text form, regarding the usage. If the Customer refuses to provide the self-disclosure or provides an incomplete one, genua is entitled to conduct an on-site inspection of the license usage at the Customer's premises. The inspection will be announced with two weeks' notice. The Customer shall assist genua in an appropriate manner during the inspection. The Customer shall bear the costs of the inspection if non-contractual use is identified.

- (3) This section also applies to all process techniques, know-how, or other information that have become known in connection with the software and are not publicly known.
- (4) genua shall grant the Customer a right of use in accordance with section 2 of the EULA.
- (5) No additional rights are granted, particularly the rights to reproduce, modify, publish, or distribute the goods or services. This does not apply to modifications made for the purpose of remedying defects following failed supplementary performance.
- (6) If the goods comprise a system of hardware and software components, the Customer may not use the programs on any other hardware unit. The Customer shall take appropriate precautions to protect the goods from unauthorized access by third parties. Should the Customer fail to do so, they shall bear the resulting costs. The Customer shall inform genua of any such event immediately.
- (7) In addition to this section, the genua EULA applies and can be accessed at <https://www.genua.eu/gcc>

12. Liability

- (1) genua is liable for compensation for damages and for wasted expenditure in accordance with the general statutory provisions, unless otherwise specified below.
- (2) genua is not liable for simple negligence unless it involves a breach of material

contractual obligations. In such cases, genua is only liable for foreseeable damages typical to this type of contract. A contractual obligation is deemed 'material' if its fulfillment is necessary for the performance of this Contract and the Customer may normally rely on its fulfillment.

- (3) genua reserves the right to raise the defense of contributory negligence. The Customer is specifically obligated to ensure data backup proportional to the risk and to protect against malware or other harmful technologies in line with the current state of the art. In the event of data loss, genua shall only be liable for the costs necessary to restore the data, provided the Customer had properly backed up the data.
- (4) This limitation under subsection 2 does not apply to intent, gross negligence, injury to life, limb, or health, breaches of confidentiality, breaches of warranty, or claims pursuant to the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG).
- (5) The Customer's claims for damages expire one year after delivery or acceptance. This does not apply to claims arising from subsection 4.
- (6) Any further liability of genua is excluded.

13. Confidentiality and Data Protection

- (1) The parties mutually agree to maintain the confidentiality of all information of the other party for the duration of the contractual relationship and for a period of five years after its termination, and to neither disclose it to third parties nor use it for any other purpose. Confidential information received by the other party as part of the business relationship may only be used in accordance with the purpose of the Contract.
- (2) Furthermore, the parties agree to impose the foregoing obligations on their employees to the same extent. Additionally, confidential information may only be disclosed to those employees who require it

to perform their contractual duties. Confidential information may only be shared with external advisors and subcontractors if necessary for business activities or legally required, and provided that the same obligations as outlined in this section 14 are imposed on the respective individuals.

- (3) The obligations listed above do not apply to information that
 - (a) was already known to the receiving party prior to the start of the Contract without any confidentiality obligation, or
 - (b) is or becomes publicly known through no fault of the receiving party, or
 - (c) is disclosed or made available to the receiving party by a third party without violating a confidentiality obligation, or
 - (d) was demonstrably developed independently by the receiving party, or
 - (e) was authorized in writing by the disclosing party for release, or
 - (f) the receiving party is required to disclose the information to authorities, courts or third parties due to mandatory legal provision. In such a case, the receiving party shall inform the disclosing party immediately, to the extent permitted by law. The scope of the disclosure of confidential information by the receiving party shall be limited to what is strictly necessary to fulfill the obligation.
- (4) Upon termination of the contractual relationship, the parties shall promptly return any confidential information received in tangible form from another party, at the request of the disclosing party, without retaining any copies or reproductions of any kind, unless they are legally obligated to retain the documents. In such cases, the obligation to return the information shall

be fulfilled upon the expiration of the legal retention period.

- (5) Each party undertakes to comply with the applicable data protection regulations.
- (6) Insofar as genua collects, processes, or uses personal data on behalf of the Customer, this shall be carried out following the Customer's instructions. The Customer remains the "controller" within the scope of Article 4(7) GDPR and is solely responsible for the lawfulness of the data transfer and for assessing the permissibility of the data processing. As such, genua acts as a "processor" under Article 28 of the GDPR. The parties shall enter into a corresponding data processing agreement, which genua will provide upon request.

14. Export Controls

- (1) genua and the Customer agree that compliance with applicable national and/or international export control and/or sanctions law (hereinafter "applicable export control law") is an essential condition for performing the Contract. genua and the Customer therefore undertake to comply with and not circumvent applicable export control law. Any violation of applicable export control law in relation to deliveries and/or services provided by genua shall always be considered a serious breach of genua's interests. Accordingly, genua shall only fulfill the Contract if this fulfillment does not violate applicable export control law.
- (2) The Customer undertakes that neither natural nor legal persons, organizations, nor institutions (hereinafter "Involved Party") listed on the sanctions lists of the European Union, the United States, or any other sanctions list, including the Customer's bank or financial institution, are directly or indirectly involved in the execution of the Contract. Should the Customer or any Involved Party be added to one of the aforementioned sanctions lists during the term of the Contract, the Customer is obligated to inform genua thereof immediately. If an Involved Party is

included on one of the aforementioned sanctions lists during the term of the Contract, or if the Customer breaches their obligation to inform genua of such inclusion on the sanctions list(s), genua is entitled to withdraw from or terminate the Contract without the Customer having any claims against genua as a result.

- (3) The Customer acknowledges that the transfer of goods (products, software, technology, hereinafter "goods") to other EU member states, the export of goods to third countries outside the EU customs territory, as well as the provision of services, particularly technical support (e.g., installation, maintenance, repairs, instructions, training, consulting, etc.) may be subject to approval.
- (4) The Customer undertakes to provide genua with all information, documents and/or declarations (such as company profiles, project descriptions, end-use statements) required for the verification and compliance with applicable export control laws, particularly for the application of transfer and/or export licenses, free of charge, in a timely, truthful, and complete manner, and, if necessary, in the original. If the Customer fails to provide genua with the required information, documents, and/or declarations in a timely, truthful, or complete manner, or if there are indications of an attempt to circumvent the export control laws applicable to genua, genua shall be entitled, after setting a reasonable deadline for the Customer to fulfill these obligations, to withdraw from or terminate the Contract without notice, without the Customer having any claims against genua as a result.
- (5) In cases where genua delivers goods and/or provides a service, especially when granting access to software and/or technology, the Customer shall inform genua no later than at the time of ordering the goods or prior to granting access to the software and/or technology about all circumstances related to the intended delivery and/or service. In particular, the Customer shall inform genua of the end

customer, place of delivery, additional recipients or intermediaries. Access to the software or technology from a country outside the EU customs territory is not permitted without genua's express consent. The Customer undertakes to ensure compliance with this requirement.

- (6) Unless otherwise agreed in text form with genua, the Customer shall ensure, no later than at the time of ordering goods and deliveries to a third country outside the EU customs territory or prior to granting access to software and/or technology from such a third country, that the goods delivered and services provided by genua, are neither directly nor indirectly, associated with:
 - (a) the development, manufacture, handling, operations, maintenance, storage, detection, identification, or dissemination of chemical, biological or nuclear weapons or any other nuclear explosive devices or the development, manufacture, maintenance, or storage of missiles for such weapons, or
 - (b) nuclear or military purposes, or for carrier technology purposes (e.g., missile construction), or
 - (c) a military end-use, or
 - (d) use for purposes of internal repression, human rights violations, or any acts of terrorism.
- (7) The Customer undertakes to implement an export control system (Internal Compliance Program (ICP)) that operates in accordance with the applicable legal standards and to ensure compliance with the applicable export control laws under this agreement by their customers and other business partners.
- (8) genua shall not be liable for non-performance of the Contract if such performance is prevented by applicable export control law, unless the non-performance is due to an intentional or grossly negligent breach of contractual obligations by

genua. If the performance of the Contract violates applicable export control law, genua is entitled to refuse performance and to withdraw from the Contract or to terminate it without notice. genua undertakes to promptly inform the Customer of the reasons for refusing performance, insofar as legally permissible. If only part of the Contract's performance violates applicable export control law, genua is entitled to withdraw from the entire Contract or to terminate the entire Contract without notice if the Customer has no interest in partial performance.

- (9) In the event of a delay due to regulatory approval procedures or other governmental procedures or requirements relating to applicable export control law, the agreed delivery or performance date shall be extended by the duration of the delay. genua shall not be liable for such delays unless they are caused by genua's intentional or grossly negligent breach of contractual obligations towards the Customer. If the performance of the Contract depends on regulatory approval and such approval is not granted, both parties are entitled to withdraw from or terminate the Contract without notice, unless the failure to obtain regulatory approval is due to a breach of contractual obligations by the withdrawing or terminating party. Any other obstacles arising from foreign trade or embargo regulations that must be observed by genua as the exporter or shipper, or by genua's suppliers, and that hinder the performance of the Contract, also entitle genua to withdraw from or terminate the Contract.
- (10) In the event of the Customer's violation of applicable export control law, genua is entitled to terminate the Contract without notice or withdraw from it, and the Customer is obligated to indemnify genua against any third-party claims for damages arising from such a violation of applicable export control law. The Customer shall also compensate genua for any other expenses and damages incurred in connection with the violation, including fines or penalties. Sentence 2 does not

apply if the violation is caused by genua's intentional or grossly negligent breach of contractual obligations towards the Customer.

15. Amendments to the General Terms and Conditions

genua is entitled to amend the General Terms and Conditions in response to changes in the legal framework, market conditions, or product-specific adjustments. The Customer shall be notified thereof at least two months in advance and at least in text form. The amendments to the General Terms and Conditions shall take effect unless the Customer objects thereto within 30 days.

16. Final Provisions

- (1) All agreements involving amendments, supplements, specifications, or termination of these contractual terms, as well as specific assurances and arrangements, must be in written form to be valid.
- (2) The parties agree that, with regard to all legal relationships arising from and in connection with this contractual relationship, the exclusive application of the law of the Federal Republic of Germany shall apply, excluding any substantive or procedural legal provisions that refer to the legal system of other states.
- (3) The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- (4) If the Customer is a merchant as defined in the German Commercial Code (HGB), a legal person under public law, or a special fund under public law, Munich (Regional Court of Munich I) is the agreed place of jurisdiction for all disputes arising from the execution or performance of this contractual relationship and/or in connection with it.
- (5) Should one or more provisions of this agreement be or become invalid or unenforceable, the remaining provisions shall remain in effect. The parties agree to replace the invalid or unenforceable

provision with a valid provision that best reflects the parties' reasonable interests.

C. Special Provisions

17. Special Terms for Rental

- (1) The rented item shall be provided to the Customer for the contractually agreed use.
- (2) The duration of the Contract shall be determined by the offer.
- (3) Unless otherwise agreed, genua shall invoice the Customer for the services provided in advance, unless a different payment date is specified in the invoice. In the case of indefinite-term contracts, genua is entitled to adjust the rent at the beginning of each new contract year according to the provisions of section 5, subsection 1.
- (4) Defects that occur during the rental term must be reported to genua without delay. If a defect exists for which genua is responsible, genua is entitled, at its discretion, to remedy the defect or provide a replacement.
- (5) If the rented item comprises a system of hardware and software components, the Customer may not use the programs on any hardware unit other than the rented item. The Customer shall take appropriate measures to protect the rented item from unauthorized access by third parties. If the Customer fails to do so, they shall bear the resulting costs. The Customer shall notify genua of such an incident without delay.
- (6) If the contract term is indefinite, either party may terminate the Contract by giving three months' notice, effective at the end of the contract year.
- (7) The Customer is obligated to handle the rented item with care, perform maintenance and servicing, and return the item in good working order and condition. The Customer shall return the rented item to

genua at their own expense after the rental term expires.

18. Special Terms for the Provision of Software-as-a-Service

- (1) genua shall grant the Customer the right to use the Software-as-a-Service solution via the Internet. For this purpose, genua shall make the services available through a URL provided to the Customer.
- (2) genua is entitled to make the service available at a different URL, either temporarily or permanently. genua shall inform the Customer thereof in a timely manner and provide the new URL.
- (3) The service shall be provided via an IT infrastructure selected by genua. genua's obligation is fulfilled upon ensuring the service's accessibility from the internet. genua is not responsible for the data connection between the Customer's or Authorized Users' devices and systems and the point of handover.
- (4) genua shall ensure a minimum service availability of 99.0% per month at the point of service transfer, unless otherwise agreed for specific products, during the business hours according to section 4.2.1 of the SLA. Service availability is defined as the Customer's ability to use all primary functions of the service at the point of transfer. Planned and announced maintenance, as well as time spent remedying defects, shall count as available service time. Minor reductions, such as limitations to ancillary functions, are not included in this and are not covered in sentence 1. Unplanned maintenance to install urgent security patches is also excluded.
- (5) If the contract term is indefinite, either party may terminate the Contract with 3 months' notice at the end of the contract year.
- (6) The Customer shall be granted the right to reproduce the service, either in whole or in part, according to the terms of this Contract for the duration of the rental

period, to the extent necessary for the use of the service, particularly for its installation and operation within the Customer's system environment.

19. Special Terms for the Provision of Services

- (1) The services provided by genua involve an obligation to perform activities, but not to achieve specific outcome.
- (2) The service is governed by the offer in effect at the time.
- (3) genua is free to choose the location and time of service provision, unless otherwise agreed.
- (4) The method of service provision is at genua's discretion. Neither party is entitled to give instructions to the other.
- (5) Upon full payment of the fee, genua grants the Customer a non-transferable, non-sublicensable and non-exclusive right to use the service results for the contractually agreed purpose, unless otherwise agreed.
- (6) If the Contract was concluded for an indefinite period, it may be terminated in written form with three months' notice at the end of any calendar year, unless otherwise agreed.

20. Special Terms for the Provision of Work Performances

- (1) genua shall inform the Customer of the completion of the performance in the agreed format.
- (2) The Customer shall promptly review the performance and confirm its acceptance at least in text form.
- (3) If the creation of partial work has been contractually agreed upon, genua is entitled to present each partial work individually for acceptance. The subsequent acceptance procedures will then pertain solely to the functionality of the current partial work and to whether the previously accepted partial work properly integrate with the new ones.

- (4) The Customer may not refuse acceptance if no defects or only insignificant defects are present, or if all agreed acceptance criteria have been met.
- (5) The performance shall be considered accepted if the Customer does not inform genua, at least in text form, of any defects identified within 30 days of the notification of completion.
- (6) If acceptance has been refused, the Customer is obligated to promptly provide genua with a list of all defects, at least in text form. The Customer shall also grant genua a reasonable period for rectification.
- (7) If the rectification fails twice, the Customer may either request a reduction in price or withdraw from the Contract.
- (8) The Customer may only use the work once it has been accepted.
- (9) If the Customer terminates the Contract before the completion of the work, genua may claim either the portion of the remuneration corresponding to the performance already provided or a lump sum of 30% of the total amount. The Customer reserves the right to prove that the genua's expenses are lower than this amount.

21. Special Terms for the Provision of Training

- (1) genua provides training services for the Customers and sales partners relating to genua products. These include trainings and workshops conducted in genua's own or rented premises, at the Customer's site (on-site trainings) or via webinars.
- (2) Available course dates and related information shall be published on genua's website. Each training session has a limited number of participants, and seats are allocated upon receipt of written registrations. Registrations must be submitted no later than two weeks before the start of the training, either directly with genua or through a sales partner. The Customer will receive a registration confirmation,

and the training contract is concluded upon this confirmation from genua. If the course is fully booked or canceled, the participant will be informed in text form.

- (3) The cancellation period for both parties is up to 14 days before the start of the training, with no obligations arising from the contractual relationship for either party. The cancellation period is 21 days for trainings held in Cologne and Berlin. After this period, the Customer will be charged a processing fee equal to half of the training fee. In the event of a participant's illness, and upon submission of a medical certificate, genua will waive the processing fee.
- (4) For on-site training (training held at the Customer's premises), the Customer shall provide the necessary infrastructure, including training rooms, and equipment, and installed hardware and software with the appropriate access rights. Upon request, genua shall provide the Customer with a list of the necessary requirements in a timely manner. If the Customer fails to provide the equipment, the training time will be reduced accordingly.
- (5) The following services are included in the course fee:
 - (a) On-site trainings: The training and training materials.
 - (b) Online trainings: The training, training infrastructure, and training materials in electronic form.
 - (c) Other trainings: The training, training infrastructure, training materials, beverages, and lunch.
- (6) For online trainings, a connection test must be conducted in advance. This test includes, among other things, testing the audio, microphone, and the SSH connection to virtual machines. Two possible dates for the connection test will be offered two to three weeks prior to the training. If the Customer fails to attend either of these dates, participation in the online training will not be possible, and the

course registration will be canceled. In such cases, a processing fee equal to half of the training fee will be charged.

- (7) genua reserves the right to adjust the training content if necessary without prior notice.
- (8) genua grants the Customer a non-exclusive, indefinite, and non-transferable right to use all training materials provided during events for learning and application purposes. This right also includes supporting materials such as electronic presentation files and samples used in the training. Reproduction, modification, distribution, exhibition, or public accessibility of the training materials is expressly prohibited, unless otherwise agreed.
- (9) Participants of a training receive a written certificate of participation at the end of the training. This can be denied if the participant was present for less than 50% of the training time. For partner training sessions, partner certificates can be denied if the participant was present for less than 90% of the session.
- (10) In the event of a training cancellation for reasons beyond genua's control, particularly due to the illness of the instructor, the Customer is not entitled to demand that the training be carried out. genua will promptly notify the Customer of the cancellation. In such cases, genua shall not be held liable for any reimbursement of travel or accommodation expenses, nor for compensation for loss of working hours.
- (11) Data storage devices brought by participants must not be connected to

computers provided by genua. Should any damage occur to genua due to a violation thereof, genua reserves the right to claim damages.

22. Special Terms for the Provision of Hardware and Software Support Services

- (1) genua provides support services for its products for a fee, in accordance with the Service Level Agreement (SLA), available on the website at <https://www.genua.eu/gcc>.
- (2) Unless otherwise agreed, the support period begins on the 1st of the following month for products delivered by the 20th of a month, and on the 1st of the second following month for products delivered after the 20th.
- (3) The minimum contract term of each support agreement is 12 months, unless otherwise agreed. The support agreement will automatically renew for an additional year, unless otherwise agreed, and may be terminated with three months' notice prior to the end of each contract year. The right to extraordinary termination remains unaffected. genua particularly reserves the right to extraordinary termination if the Customer is more than one month in arrears with the payment.
- (4) The fee for support services is a fixed annual amount, payable in advance for twelve months at the start of each contract year, in accordance with section 6, subsection 1. genua is entitled to adjust the fee for support services at the beginning of each new contract year.