Widas Technologie Services GmbH | Maybachstraße 2 | 71299 Wimsheim

General Terms and Conditions of Contract (GTCC)
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1. Scope and priority of application

1.1. These GTC apply to all Professional Services provided by a company of the Widas Group to a customer. The Widas Group comprises all companies affiliated with the [parent company] pursuant to Sections 15 et seq. AktG (hereinafter jointly referred to as the "Widas Group", individually as "Widas"). Professional Services comprise the creation and/or provision of software solutions including functional adaptations of standard software (hereinafter referred to as "Software") as well as consulting and other services (collectively also referred to as "Contractual Services").

1.2. These GTC shall not apply to contracts between Widas and the customer for the provision of software and/or cloud solutions on a temporary basis. For these offers, Widas shall conclude contracts with the customer on the basis of separate terms and conditions.

1.3. These GTC together with an offer of Widas and the contractual documents mentioned therein form the contractual basis between Widas and the customer (hereinafter referred to as "Contract" or "Contractual Relationship"). Contractual documents may be, in particular, depending on the agreed object of performance:
   a. Offer of Widas;
   b. terms of use and license conditions of third-party providers;
   c. an order processing contract, in so far as Widas processes personal data on behalf of the customer;
   d. Widas' service description;
   e. Service Level Agreement of Widas;
   f. order confirmation from Widas;
   g. these GTC;
   h. Widas' price list.

In the event of contradictions between the content of the contractual documents, the contractual document named first in the above list shall take precedence.

1.4. Contractual or purchasing conditions as well as general terms and conditions of the customer shall not apply. This shall also apply if Widas has not expressly objected to them. The precedence of individual agreements (§ 305b BGB) shall remain unaffected.

1.5. The contractual partner is exclusively the customer designated in the contractual documents, who is an entrepreneur within the meaning of Section 14 BGB. Unless explicitly agreed otherwise in the contractual documents, companies affiliated with the customer pursuant to Sections 15 et seq. AktG are also deemed to be third parties.

1.6. § Section 312i (1) nos. 1, 2 and 3 BGB and Section 312i (1) sentence 2 BGB do not apply to contracts in electronic commerce.

2. Scope of services and provision of services

2.1. The specific scope of services is set out in the offer and any other contractual documents.

2.2. The customer's requirements for the contractual services of Widas shall first be specified by the customer in writing, e.g. in the form of a description of requirements or a specification sheet. The implementation of the requirements must then be agreed in writing between the contracting parties in order to become part of the contract.

2.3. Any analysis, planning, conception and related consulting services for the contract shall only be provided by Widas if these services are expressly agreed in the contract.

2.4. Widas may prepare notes of discussions to clarify or amend the contract, in particular the contractual services. The notes shall become binding for both parties if Widas provides them to the customer and the customer does not object to them in writing within two weeks after receipt, stating the reasons. Widas shall inform the customer of this effect in each case.

2.5. Insofar as contractual services are rendered at the customer's premises, Widas alone shall be authorized to issue instructions to its employees. The employees shall not be integrated into the customer's business. The customer may only issue instructions to the respective project manager of Widas, but not directly to the individual employees.

2.6. Widas reserves the right to replace an employee with another employee with the necessary qualifications at any time. Widas shall inform the customer of any change of employees, provided that the employee is in direct contact with the customer. Widas may employ subcontractors as vicarious agents within the scope of the performance of the contract.

2.7. If Widas is unable to provide the agreed services for reasons attributable to the customer, Widas shall nevertheless be entitled to remuneration, unless Widas is able to use the free service volume for other purposes.

2.8. Special provisions for consulting and support services

The following provisions shall apply to consulting and support services provided by Widas, in particular support services:

2.8.1. Widas shall provide consulting services with the care and diligence of a prudent businessman in accordance with the respective proven state of the art. After mutual agreement with the customer and, if reasonable in the individual case, Widas shall take into account general process descriptions and industry standards as well as, if applicable, specific provisions, methods and application practices of the customer.

2.8.2. The customer is aware and acknowledges that Widas cannot make any statements on legal issues, including the permissibility of the desired form of use of any technical additions, in particular in the case of third-party software. The consulting services are limited exclusively to technical aspects. In all other respects, the customer is responsible for the lawful implementation and use of the software.

3. Granting of rights for copyrighted services

Insofar as Widas provides or delivers copyright-protected services to the customer, the following provisions shall apply:

3.1. Software and work results provided by Widas are protected by copyright.

3.2. Subject to the condition precedent of payment of the agreed remuneration, the customer shall receive the non-exclusive authorizations required to use the software in his business for the processing of his internal business transactions in terms of time and space as contractually agreed and as described in any user documentation supplied and in this Clause 3.2.1-3.2.4. The leasing, lending, distribution in any manner whatsoever as well as the computer center operation by or for third parties are not permitted without the prior written consent of Widas.

3.2.1. The customer may load and use the software on the main memory and hard disks of the contractually agreed number of workstations and servers. The customer may make the backup copies of the software necessary for secure operation. As far as possible, backup copies are to be marked with the copyright notice of the original data carrier. Copies that are no longer required

must be deleted or destroyed. The user documentation may only be copied for internal purposes.

      3.2.2. The decompilation of the programs in order to establish the interoperability of the software with other programs is only permitted within the framework of the provisions of copyright law and if Widas does not provide the necessary information and documents within a reasonable period of time despite a written request from the customer.

      3.2.3. Reproduction of the software beyond the scope specified in paragraph 2.2.1 and all other types of exploitation of the software, in particular translation, editing, arrangement and other reworking, are prohibited, unless such actions are necessary to maintain the intended use, including the correction of errors, and are not offered by Widas or the respective rights holder following a written request by the customer.

      3.2.4. The software may only be used on hardware which belongs to the customer or which is used exclusively by the customer.

3.3. The customer may only pass on the software to third parties with the written permission of Widas. The software may only be passed on in its entirety; the partial passing on of the software (e.g. unused licenses) is not permitted. Widas will grant permission if the customer assures in writing prior to the transfer that he will permanently cease using the software and will not retain any copies and if the third party undertakes in writing to Widas to comply with the agreed rules for the use and transfer of the software. The customer shall provide the third party with the original data carriers and user documentation and must delete and destroy all copies, including backup copies.

3.4. If Widas supplies the customer with software created by third parties, the rights of use shall be governed by the license and terms of use of the third party. These shall be made available by Widas upon request of the customer.

3.5. The customer shall receive the software in the form of the machine program on a suitable data carrier or by means of remote data transmission. The customer shall only receive user documentation, source program and development documentation if this has been contractually agreed in writing. Any user documentation provided shall enable the customer to operate the machine in accordance with the contract. The customer has no claim to any further quality of the user documentation.

3.6. The customer shall receive the non-exclusive, temporally and geographically unrestricted right to use other work results created for the customer within the scope of a contract (e.g. preliminary study, concept and planning documents, drawings, etc.) for the processing of its internal business transactions subject to the condition precedent of payment of the agreed remuneration. The customer shall be entitled to reproduce, translate and edit the work results for this purpose. If the customer wishes to distribute, present, commercially exploit or publicly report on the work results or adaptations thereof, this shall require the prior written consent of Widas.

3.7. The contracting parties may contractually agree on deviating terms of use. Insofar as Widas contractually grants the customer exclusive rights to the work results mentioned in paragraph 2.6, Widas shall be entitled to use all knowledge underlying the work results without restriction and to develop similar results and make them available to third parties.

4. Cooperation of the customer

4.1. The customer is obliged to cooperate in the provision of the contractual services. He shall provide Widas in due time with all information required for the performance of the contract. To the extent useful for the performance of the contract, the customer shall support Widas in the performance of the contract free of charge by providing in

due time and to the extent necessary, e.g. employees, work rooms, hardware, operating system and basic software, data and telecommunication equipment compatible with Widas' software as well as the technical requirements for remote data transmission and remote access.

4.2. During its normal working hours, the customer shall grant the employees and subcontractors commissioned by Widas to perform the contractual services access to its data processing facilities and workstations required for the performance of the contractual services.

4.3. The customer shall be obliged to examine the software supplied by Widas immediately and thoroughly to ensure that it is free of defects before commencing its productive use. The customer shall notify Widas in writing of any errors and other defects as well as incomplete or incorrect deliveries without undue delay, in case of hidden defects without undue delay after their discovery, giving a detailed description. The defect shall be described in such a way that it can be reproduced if possible. A notice of defect must contain information about the type of defect, the module in which the defect has occurred and the work that was carried out with the software when the defect occurred. In the event of a breach of this obligation, the service shall be deemed approved with regard to the defect in question.

4.4. The customer shall support Widas in remedying a defect in accordance with this clause 4, in particular by providing information required to remedy a defect and, if necessary, by providing error logs.

4.5. If the customer does not comply with his duty to cooperate, Widas shall not be in default, provided that the act of cooperation was necessary for the provision of the service or for the rectification of the defect by Widas. If the customer fails to cooperate despite being requested to do so by Widas, Widas shall invoice the additional expenditure caused thereby in accordance with the applicable Widas price list. This shall also apply to any additional expenses incurred by Widas as a result of work having to be repeated due to incorrect, incomplete or subsequently corrected information. Other claims of Widas shall remain unaffected.

5. Time of performance, delays, place of performance

5.1. Information on the time of performance shall only be binding if this has been expressly agreed in writing between Widas and the customer as binding. Compliance with the time of performance requires that the customer fulfills his obligations to cooperate and other contractual obligations in due time and in full. If the customer fails to meet these requirements, the performance deadlines applicable to Widas shall be extended appropriately, but at least by the period of the delay and a reasonable start-up time. This shall also apply if Widas is prevented from rendering the contractual services due to other circumstances for which it is not responsible (e.g. labor disputes, force majeure, failure of employees or technical equipment through no fault of Widas, non-delivery by suppliers, changes in performance by the customer).

5.2. Unless otherwise agreed, Widas shall perform the contractual services on weekdays from Monday to Friday from 8.00 a.m. to 5.00 p.m., with the exception of public holidays, at Widas' place of business or at the customer's premises by arrangement. Widas may also provide the contractual services by remote data transmission.

5.3. If the project disruptions or delays are attributable to the customer, Widas shall invoice any additional costs incurred in accordance with the applicable price list.

5.4. Widas shall only be in default by means of a reminder, unless otherwise agreed in writing between the parties.

6. Terms of payment, prices, offsetting, retention and assignment

6.1. Claims of Widas shall be due without deduction in accordance with clause 6.4 and payable within 14 days after invoicing.

6.2. Insofar as the contracting parties have not contractually agreed upon the remuneration for contractual services, the price list of Widas valid at the time of the conclusion of the contract shall always apply.

6.3. Unless otherwise agreed in writing in individual contracts, services provided by Widas shall be invoiced on a time and material basis in accordance with the respective valid price list. Services shall be invoiced on presentation of Widas' usual activity reports.

6.4. The contractual services shall generally be invoiced in relation to the time at which they are provided.

6.4.1. In the case of the provision of services by Widas, invoicing shall take place after the complete provision of services or at the end of each month, whichever occurs first.

6.4.2. In the case of the provision of software, invoicing shall take place after its provision. Widas reserves the right to demand payment of the purchase price concurrently with the provision of the software.

6.4.3. In the case of fixed price contracts as well as extensive contracts or contracts with a longer execution period (e.g. project or software development contracts), Widas shall be entitled to demand payment on account.

6.4.4. If the customer fails to settle a due claim in whole or in part, Widas shall be entitled to revoke any agreements on payment terms for all claims outstanding at that time and to declare them due immediately. Furthermore, Widas is entitled to render further services only against advance payment or a security in the form of a performance bond issued by a credit institution or credit insurer licensed in the European Union. This shall not apply if the customer is only insignificantly in arrears with payment.

6.5. Insofar as no binding fixed prices have been agreed, all information provided by Widas regarding the expected time and costs of an order shall be non-binding and purely estimates based on the prerequisites stated by the customer. The rules on the cost estimate pursuant to § 650 BGB remain unaffected.

6.6. If Widas provides contractual services at the customer's premises, travel costs, travel time, accommodation costs and expenses shall be invoiced in addition to the remuneration for these services in accordance with the respective valid price list. This shall also apply if such costs are caused by the customer in any other way.

6.7. Unless otherwise agreed, all prices are in EUR and subject to the applicable statutory VAT.

6.8. The customer may only offset undisputed or legally established claims. The customer shall only be entitled to a right of retention or the defense of non-performance of the contract within the contractual relationship concerned.

6.9. The customer may only assign claims arising from this contract to third parties with the prior written consent of Widas. § Section 354 a HGB remains unaffected.

6.10. As long as the customer fails to make payments in full or to a not insignificant extent despite the due date, Widas may refuse to perform the services to be rendered.

7. Acceptance for contractual services

7.1. Insofar as the contractual services of Widas are work performances or the contracting parties have contractually agreed upon this, the services of Widas shall be subject to acceptance.

7.2. If an acceptance is to be carried out, the following provisions shall apply:

7.2.1. Widas shall notify the customer of the readiness for acceptance of the services and shall determine the acceptance procedure together with the customer. The contracting parties shall immediately initiate the acceptance test.

7.2.2. The customer shall provide the technical requirements necessary for the acceptance test.

7.2.3. Following successful completion of the acceptance test, the customer shall declare acceptance in writing within a reasonable period of time.

7.2.4. The customer is entitled to refuse acceptance if the services do not meet the contractually agreed requirements or show defects. The customer shall provide Widas with a list of all defects preventing acceptance. Acceptance may not be refused due to insignificant defects.

7.2.5. If acceptance fails, the acceptance procedure must be repeated.

7.3. Acceptance shall be deemed to have been declared if the customer uses the services productively for more than three weeks since the complete provision of the services without reporting any defects preventing acceptance or expressing his approval in any other way, e.g. by remaining silent in response to a request for acceptance after expiry of a reasonable period or by paying the remuneration without complaint.

7.4. Widas may demand partial acceptances for definable and verifiable partial performances.

7.5. The customer's right of termination pursuant to § 648 BGB is excluded.

8. Warranty

8.1. Widas warrants that the services rendered by Widas are free from third party rights which impede or exclude the use by the Customer in accordance with the provisions of these Terms and Conditions and the respective contract.

8.2. With regard to software and other work results (e.g. preliminary studies, conceptual and planning documents, drawings etc.), Widas shall not be liable for ensuring that the objectives pursued by the customer are achieved with the software. In this respect, the customer shall bear sole responsibility for selection and use as well as for the intended results.

8.3. In the event of proven material defects in the contractual services rendered by Widas, Widas shall remedy such defects free of charge within a reasonable period of time following written notification by the customer, at Widas' discretion either by remedying the material defect (subsequent improvement), by providing a defect-free service (subsequent delivery) or by demonstrating ways in which the effects of the material defect can be avoided or, in the case of software, functionality can be guaranteed despite the material defect. A different program version provided within the scope of subsequent performance, which does not contain the material defect, shall also be accepted by the customer if this leads to a reasonable adaptation effort for the customer.

8.4. If third parties assert claims against the customer for infringement of property rights (in particular copyrights/patent rights), the customer shall inform Widas immediately in writing. The customer hereby authorizes Widas to conduct the dispute with the third party alone, whether in or out of court, insofar as this is permissible and/or possible. The customer shall grant Widas the necessary powers of attorney in individual cases. If Widas makes use of this power of attorney, the customer may not acknowledge the claims of third parties on his own initiative without the written consent of Widas. Widas shall, at its own discretion and at its own expense, satisfy or defend against the claims of third parties or indemnify the customer against the necessary costs and damages associated with the defense against such claims to a reasonable extent, unless these are based on conduct of the customer in breach of duty (e.g. use of the programs

contrary to the contract or the intended purpose). Insofar as statutory regulations exist for fees and costs of legal defense or recourse to the courts, such fees and costs shall be reimbursed up to a maximum of the statutory amount.

8.5. If the use of the contractual services of Widas is impaired by industrial property rights of third parties, Widas shall either obtain a right of use from the third party or modify or replace the respective service to a reasonable extent within a reasonable period of time after the complaint regarding the industrial property rights so that it is no longer subject to the third party's rights.

8.6. In the case of defective services provided by third parties, in particular defective software from an upstream supplier, the time required for subsequent performance shall depend on the organization of the third party. If the customer cannot reasonably be expected to wait for the next corrected software version, Widas shall attempt to work out a workaround solution.

8.7. If the subsequent performance with regard to the same material defect finally fails or if Widas refuses subsequent performance or if the type of subsequent performance chosen by Widas is unreasonable for the customer or if Widas does not succeed in remedying the impairment by third party property rights within a reasonable period of time or if this is justified for other reasons taking into account the interests of both parties, the customer shall have the right, without prejudice to any claims for reimbursement of expenses or damages, to reasonably reduce the remuneration of the contract or to rescind the contract. Clause 9 shall apply to damages or compensation for futile expenses. Subsequent performance shall be deemed to have failed if, even after two attempts at subsequent performance due to the same defect, the defect is not remedied or, in the case of software, its functionality is not otherwise guaranteed.

8.8. Widas' warranty requires that the customer has not modified the software without Widas' prior written consent or otherwise used it contrary to the contract or the intended purpose or contrary to these terms and conditions, unless the customer proves that the defect is independent of this. If additional expenses are incurred by Widas due to changes to the software not made by Widas in the course of troubleshooting, the customer shall bear these expenses.

8.9. If it turns out in the course of a defect test that there is no defect, Widas shall invoice the customer for the expenses incurred in accordance with the applicable price list. This shall also apply if it turns out that the fault or defect was not caused by Widas' services.

8.10. The customer's claims for material defects and defects of title shall become statute-barred one year after the commencement of the statutory limitation period. This shall not apply in the event of intentional or grossly negligent breach of duty, fraudulent concealment of a defect, liability under the Product Liability Act or in cases of injury to life, limb or health.

8.11. The above provisions in Clause 8 shall not apply to services provided by Widas, unless otherwise agreed in writing between the parties.

9. Liability

9.1. Widas shall only be liable for damages or compensation for wasted expenditure, irrespective of the legal grounds, unless a guarantee assumed by Widas provides otherwise, in accordance with the following rules:

9.1.1. In the event of intent, gross negligence or fraudulent conduct, liability shall be limited to the full amount.

9.1.2. In the event of simple negligence, Widas shall only be liable in the event of a breach of a material contractual obligation or an obligation whose fulfillment is essential for the proper performance of the contract and on whose compliance the contractual partner may regularly rely (cardinal obligation), if

this jeopardizes the achievement of the purpose of the contract, and only for compensation for damages that were foreseeable and typical for the contract, limited in amount to the remuneration owed under the contract concerned for all damages resulting from this contract and to be compensated in accordance with this provision. In the case of continuing obligations (e.g. service or maintenance contract), liability is limited for all damages arising in a contract year to the remuneration agreed in the contract concerned per contract year.

9.2. The statutory liability for injury to life, limb and health and under the Product Liability Act remains unaffected.

9.3. Widas shall only be liable for the recovery of data if the customer has taken all necessary and reasonable data backup precautions and has ensured that such data can be reproduced with reasonable effort from databases held in machine-readable form. This limitation of liability shall not apply in cases of intent or gross negligence.

9.4. The objection of contributory negligence remains unaffected. This applies in particular to the use of the software contrary to the contract or the intended use, inadequate data backup and/or inadequate defense against malware as well as a lack of willingness to take measures to minimize damage.

9.5. Claims for damages or reimbursement of futile expenses shall become time-barred one year after the start of the statutory limitation period, unless the statutory limitation periods apply in accordance with Section 9.6.

9.6. The statutory limitation periods shall apply to claims for damages and reimbursement of expenses arising from intent, gross negligence, breach of a guarantee, in the event of fraudulent intent and in the cases specified in Clause 9.2.

10. Term and termination of the contract

The contract concluded between the contracting parties shall enter into force upon signature by both parties and shall be concluded for an indefinite period, unless otherwise agreed in writing in the contract. The right of the contracting parties to terminate the contract without notice for good cause remains unaffected.

11. Confidentiality, data protection

11.1. The contracting parties undertake to treat as confidential all information and documents which they receive or become aware of from the other contracting party during or in connection with the performance of the contract and which contain business or trade secrets or are designated or recognizable as confidential ("confidential information"), even beyond the end of the contract, unless the information is already publicly known without breach of this confidentiality obligation, the other party has expressly consented to the disclosure in writing or the disclosure is legally required due to an official or court order or obligation to provide information.In the latter case, the respective other party must be informed of this, insofar as this is legally permissible. The contracting parties shall store and secure the confidential information in such a way that access or knowledge by unauthorized third parties is excluded.

11.2. The confidential information referred to in Clause 11.1 may only be made accessible to employees of the contracting parties and third parties involved in the performance of the contract who require access to the confidential information referred to in Clause 11.1 in the performance of their duties. These persons must be instructed about the confidentiality and security obligation. The contracting parties shall also ensure by means of suitable contractual agreements with the employees and third parties, insofar as such agreements do not already exist, that they treat the confidential information as confidential and do not make it accessible to unauthorized third parties even after the end of the contract in question.

11.3.   Insofar as Widas obtains access to personal data of the customer during the performance of a contract, the contracting parties shall conclude a contract on commissioned data processing within the meaning of Art. 28 GDPR. Widas shall collect, process and use the customer's personal data only within the scope of the respective contract and the customer's written instructions and in accordance with the provisions of data protection law.

11.4.   The contracting parties shall comply with the statutory provisions on data protection and oblige their employees to maintain data secrecy, unless such an obligation already exists.

12. Audit law

12.1.   If Widas has reason to believe that the customer has violated provisions regarding rights of use or license terms for a software or service, or if the manufacturer or third-party provider requests Widas to provide evidence of the use of a software or service in accordance with the contract, the customer shall be obliged to provide Widas with a self-disclosure regarding the use of the software or service in accordance with the contract, enclosing suitable evidence.

12.2.   If the self-disclosure is incomplete or insufficient as evidence of the contractual use, Widas shall be entitled to enter the customer's business premises with a reasonable notice period of not less than two calendar weeks, to inspect the customer's business documents relating to the use of the software or service and to gain access to the customer's IT systems by a third party bound by professional secrecy in order to verify the contractual use by the customer.

12.3.   Widas' statutory powers to inspect and obtain information shall remain unaffected. The customer shall be obliged to cooperate in such an audit to the extent necessary at its own expense. The third party commissioned by Widas to conduct the audit shall only report whether and to what extent the software or services have been used in breach of contract. If the audit reveals that the customer has used software or services in material breach of contract, the customer shall bear the costs incurred by the audit. In all other cases, Widas shall bear the costs itself.

12.4.   Further claims of Widas shall remain unaffected.

13. Text form, place of jurisdiction, choice of law

13.1.   Should one or more provisions of the contract be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the invalid or void provision with a legally permissible provision that comes closest to the intended economic purpose of the invalid or void provision. The same applies in the event of loopholes in the contract.

13.2.   All amendments and additions to these Terms and Conditions and the contractual relationships to which these Terms and Conditions apply must be made in text form in order to be effective, unless a stricter form is prescribed by law or a separate contractual agreement. The same applies to the waiver or amendment of this text form requirement.

13.3.   All declarations and notifications of one contractual partner to the other contractual partner in accordance with the contract must be made at least in text form.

13.4.   The place of jurisdiction for all disputes arising from or in connection with the contractual relationship with the customer is Pforzheim if the customer is a merchant, a legal entity under public law or a special fund under public law, unless an exclusive place of jurisdiction is given. However, Widas is also entitled to initiate legal proceedings at the court with jurisdiction for the customer's registered office.

13.5.   The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods of April 11, 1980.