

**General Terms and Conditions
of Ehrhardt + Partner GmbH & Co. KG**
Alte Römerstraße 3, 56154 Boppard-Buchholz, Germany

1. Preamble

- 1.1** These General Terms and Conditions (hereinafter "GTC") apply to all business dealings between Ehrhardt + Partner GmbH & Co. KG (hereinafter "EPG") and the customer (hereinafter "Customer"). They apply in particular when EPG provides the Customer with Software and related documentation, performs maintenance, support, or other services, and delivers Hardware, unless otherwise stipulated in the respective Contract.
- 1.2** These GTC also apply to all similar future transactions, even if future Contracts do not refer to these GTC.
- 1.3** For services provided by third parties that EPG merely arranges, supplementary or deviating special terms may apply.
- 1.4** These GTC apply exclusively. Any terms and conditions of the Customer that are in conflict with, add to, or deviate from these GTC shall not become part of the Contract unless EPG has expressly agreed to their validity. This applies in particular even if EPG performs services without reservation while being aware of the Customer's terms and conditions. Individual agreements shall take precedence over these GTC in all cases.
- 1.5** If EPG is entitled to additional or more extensive rights under statutory provisions than those set forth in these GTC, such rights shall remain unaffected.

2. Definitions

Affiliated Company:	Any legally independent entity that is directly or indirectly controlled by, controls, or is under common control with a Party. Control exists when a Party has the ability to exercise significant influence over the management or strategic decisions of a company, whether through capital participation, voting rights, or contractual agreements.
Business Day:	Any calendar day from Monday to Friday, with the exception of public holidays at EPG's registered office.
Commissioning:	The Customer connects their system to the EPG Software and performs final tests. The Customer then begins productive use of the Software ("Go-Live").
Contract:	The relevant Order in connection with these General Terms and Conditions.
Customer's System:	A server administered by the Customer either owned by the Customer or by a hosting service provider commissioned by the Customer.
Hardware:	Hardware covered by an Order, including pre-installed operating software that enables the use of the Hardware (e.g., operating system, firmware), unless otherwise specified.
IT Infrastructure:	All Hardware and Software not covered by the Contract that is used to provide and use the Software.
Order:	Quotation accepted by the Customer or other agreement whereby the Parties have bindingly regulated the content of a Quotation.
Project:	All activities related to the programming and implementation of the Software from the start of the Software requirements specification phase to Commissioning.
Provision:	Enabling the use of the contractually agreed Software via the Internet for SaaS, and on the Customer's System for Subscription.
Quotation:	Quotation from EPG for services to be provided, in particular with regard to Software, licensing model, support, implementation services and, if applicable, the delivery of Hardware, including associated prices, terms and conditions, delivery and service periods, and any contractual terms and conditions, including any annexes.
SaaS:	Software as a Service; Provision of the Software during the contract period on servers belonging to EPG or hosting providers used by EPG.
Software:	Contractual Software, including mobile and web applications, with the agreed range of functions, unless otherwise specified.
Subscription:	Provision of the Software during the contract period on the Customer's System.
SRD:	Software Requirements Document; binding definition of the Software owed.

3. Formation of a Contract; Contract components

- 3.1** A Contract is established by the agreement of an Order.
- 3.2** The following documents are part of the Contract in descending order of priority:
- Data processing agreement
 - these General Terms and Conditions
 - Support Annex
 - SRD (if and by the time agreed)
 - Orders and other agreements concluded under the Contract
- 3.3** These documents, as well as any future amendments or revisions to these documents agreed upon by the Parties, are or will become a binding part of the Contract.
- 3.4** In the event of contradictions, the higher-ranking documents shall take precedence over the lower-ranking ones. In the case of documents of equal rank, the newer document shall take precedence over the older one.

4. Projects

This section "Projects" only applies if an Order provides for the implementation of a Project with modification of the Software through programming.

4.1 Software requirements specification phase

The Parties shall discuss the Customer's requirements, in particular in workshops. On this basis, EPG shall draw up a SRD detailing the agreed processes and modifications.

The Customer shall provide EPG with all relevant information, such as requirements, workflows, local conditions, and existing documents (e.g., tender documents, user requirements specifications, analyses) in a timely manner before the workshops. Information submitted subsequently may affect the schedule and costs.

The requirements defined by the Customer in the workshops and the solutions offered by EPG may differ from the respective Order, which may have an impact on the duration and costs of the Project.

4.1.1 Schedule

During the workshops, the Parties agree on a schedule for the Project. This can be adjusted at any time by mutual agreement between the Parties.

Any schedule created before the start of the Project is only binding if this is expressly agreed.

4.1.2 Creation and review of the SRD

EPG devises the SRD based on the workshop results.

EPG continuously updates the draft of the SRD and submits interim results to the Customer for review and feedback. After completion of the workshops, EPG will prepare the final SRD and submit it for approval. The Customer will review this within 14 days for accuracy and completeness and either approve it or report any significant errors. EPG will correct these and resubmit the SRD. Delayed feedback, especially towards the end of the Software requirements specification phase, can cause Project delays and additional costs.

4.1.3 Finalization

On submission of the final SRD, EPG informs the Customer about the updated schedule and the correspondingly adjusted costs. Both Parties sign the SRD and the Quotation with the final scope of delivery and services, including the schedule.

4.1.4 Early approval of parts of the SRD

In particularly time-critical Projects, the Customer can commission EPG to implement individual parts of the draft SRD even before the Software requirements specification phase has been completed. The Parties sign the corresponding partial SRD for this purpose.

Such a procedure may involve additional costs. This is particularly true if the services provided prematurely are not used in the final version or if services can only be provided with reduced efficiency due to the missing parts of the SRD.

4.1.5 Costs of the software requirements specification phase

The costs of the software requirements specification phase are defined in the respective Order and incur regardless of whether the SRD is ultimately signed. Additional expenses for which EPG is not responsible (e.g., due to subsequent changes or additional information provided by the Customer) will be charged additionally in accordance with the terms of the Contract.

4.1.6 Rights of use

The Customer receives a simple, non-transferable, and non-sublicensable right to use the SRD internally for testing, introducing and using the Software. Any transfer to third Parties requires the written consent of EPG.

4.2 Implementation phase

4.2.1 Provision

EPG shall provide the Customer with the agreed Software for internal testing and training purposes prior to Commissioning. Access is granted via login details provided by EPG.

4.2.2 Modification of the Software

EPG will make the modifications to the Software agreed upon in the SRD. After the modifications have been transferred to the server, the Customer will test the Software thoroughly. The Customer will select their own test scenarios for this purpose. If agreed upon, EPG will support the Customer in this process.

4.2.3 Acceptance

Once EPG has made all the agreed modifications to the Software and the Software has been completely transferred to the server, EPG will notify the Customer that it is ready for acceptance.

The Customer tests the Software for the functionality agreed in the SRD and declares acceptance to EPG. The deadlines specified in the schedule must be observed so that the planned date for Commissioning is not delayed.

If the Customer determines that the Software is not yet functioning as agreed, they shall inform EPG of their findings so EPG can provide remedial action.

If partial acceptance has been agreed, the above provisions shall apply accordingly.

4.2.4 Commissioning

Once the Customer has declared acceptance, Commissioning shall be carried out in mutual agreement. EPG shall support the Customer to the agreed extent.

4.3 Hypercare phase

Following Commissioning, there will be a hypercare phase in accordance with the Order, during which the Customer will continue to receive support from the EPG Project team. The Parties may adjust the scope and duration of the hypercare phase throughout the Project to reflect actual requirements. Material defects will be remedied by EPG free of charge. To all other services the hourly rate agreed for the Project applies. The services provided by the EPG Project team are independent of the support provided in accordance with the Support Annex.

4.4 Change Requests

The Customer may request changes or extensions to the Software or services to be provided by EPG at any time ("Change Request").

EPG will submit a corresponding Quotation to the Customer or inform the Customer why the Change Request cannot be implemented.

Until the Customer accepts a Quotation, EPG will continue to perform any services agreed upon prior to the Change Request but not yet performed, even if these conflict with the Change Request. The Customer may instruct EPG to suspend certain activities for the time being. This may have an impact on the schedule and costs, especially if EPG cannot continue the Project without a decision from the Customer regarding the Quotation.

4.5 Steering Committee

A steering committee shall be established at the request of either Party. The composition of the committee shall be agreed upon by the Parties.

4.6 Project completion

The Project ends with successful Commissioning and completion of the hypercare phase.

The Parties are not entitled to terminate agreed Project services prematurely without good cause.

5. Training

Training courses will be held in German or English at EPG's registered office, unless otherwise agreed in the Order.

The Customer may cancel training courses by emailing the respective training provider. Cancellations are free of charge up to eleven (11) Business Days before the start of the training course. After that, the following pro-rata fees will be charged, unless the Customer provides a replacement participant from their company:

- 10 - 6 Business Days before the start: 50% of the training costs
- 5 Business Days or less before the start: 100% of the training costs

6. Documentation and instructions

Depending on the Software, the Customer will receive access to online help (in German or English) with general function descriptions upon Provision. The online help does not contain any descriptions of Customer-specific modifications of the Software. These are documented in the SRD, if applicable. Further documentation (e.g., development documentation) is not provided.

7. Hardware

7.1 Delivery and inspection of Hardware

7.1.1 Any agreed delivery of Hardware shall be at the Customer's expense ex works (EXW according to Incoterms 2020), with the place of delivery as specified in the Order. The proper disposal of the packaging and the Hardware (once it is no longer in use) is the responsibility of the Customer.

7.1.2 The Customer shall inspect the delivered goods immediately for type, quantity, and externally visible defects/transport damage. Incorrect deliveries or quantity discrepancies shall be reported to EPG immediately, at the latest within five (5) Business Days of delivery.

Obvious transport damage or missing quantities shall be documented upon delivery (e.g., note on the freight documents) and reported to EPG within 24 hours at the latest.

Defects that were not apparent despite proper initial inspection shall be reported to EPG immediately after discovery, at the latest within five (5) Business Days of discovery. In the event of a breach of the above obligations, the goods will be deemed to have been approved with regard to the respective defect. Warranty rights are excluded to the extent permitted by law.

Further legal provisions remain unaffected.

7.2 Hardware purchase

7.2.1 Ownership of the Hardware shall pass to the Customer upon full payment (retention of title).

The Customer does not acquire ownership or exclusive rights to the pre-installed operating Software. The manufacturer's terms of use apply in this regard.

7.2.2 If the Customer transfers the Hardware to third parties for purposes other than those stipulated in this Contract, they are obligated to remove the Software from the Hardware in advance.

7.3 Hardware rental

7.3.1 The Hardware is rented for the duration specified in the Order (rental period).

7.3.2 Use of the Hardware is limited to the use agreed upon in the Order.

7.3.3 The Customer is required to handle the Hardware with caution and use it exclusively in connection with the Software. The Customer is responsible for any damages caused by improper use of the Hardware or use that is contrary to the terms of this Contract or the respective Order.

In the event of theft, loss, or damage to the Hardware, the Customer is required to inform EPG immediately.

7.3.4 Transferring to third parties or subletting is only permitted if agreed upon in the respective Order.

7.3.5 After the end of the rental period or after the termination of the corresponding Order, the Customer is required to return the Hardware to EPG in proper condition within two (2) weeks at their own expense and risk.

If the return is delayed, damaged, or incomplete, EPG may claim compensation for use and for the damage incurred.

8. Operation of the Software

8.1 Provision

For SaaS, EPG provides the Customer with the Software for the agreed use during the term of the Contract on servers belonging to EPG or hosting providers used by EPG. For Subscription, EPG installs the Software on the Customer's System, unless expressly agreed otherwise in writing, and provides it to the Customer for the agreed use on the Customer's System during the term of the Contract. Depending on the Software, third-party Software can be connected via interfaces provided by EPG.

8.2 Mobile and web apps

Depending on the Software, the use of a mobile or web application (each an "App") may be required. In this case, Apps are a component of the Software that is installed on an end device or used via a web browser. Apps can only be used in conjunction with the parts of the Software hosted by EPG.

EPG warrants the compatibility of the Software exclusively with Hardware, operating systems, and web browsers approved by EPG in the respective approved versions. Updates to the Software may require an update of the operating system, web browser, or Hardware to a version approved by EPG.

8.3 Connection

The network connection required for SaaS between the data center used by EPG and the Customer's location is not part of the Contract. The Customer is responsible for connecting their location to the data center and coordinating this with EPG. The Customer bears the costs of the connection.

8.4 Availability for SaaS

With SaaS, the Software is generally provided to the Customer 24 hours a day without interruption.

The minimum availability is 99.7%. It is determined on an annual basis at the transition from the data center to the Internet. The measurement period begins upon Provision.

8.5 Monitoring and right to audit

8.5.1 EPG is entitled to check the Customer's use of the Software in accordance with the Contract remotely, in particular by inspecting usage data, logs, reports that have been recorded by the system, or evidence to be provided by the Customer. If a check requires the Customer's cooperation, EPG will request this with at least ten (10) Business Days' notice.

8.5.2 EPG reserves the right to conduct an audit at the Customer's premises to verify compliance with the license or usage provisions. The audit must be announced a minimum of 10 Business Days in advance. The audit must take place during the Customer's normal business hours.

The Customer shall provide EPG with the necessary access to the Customer's System and Software and, if necessary, provide additional information required by EPG for the audit.

8.5.3 If the Customer violates license or usage provisions, EPG reserves the right to assert claims for damages. In the event of a significant violation, EPG is also entitled to extraordinary termination.

8.5.4 Further rights of EPG – in particular statutory rights of control, information, and inspection, as well as contractually agreed special rights – remain unaffected by this provision. EPG reserves the aforementioned rights for inspections in connection with data protection, IT security, or in the event of justified suspicion of breach of Contract by the Customer.

8.6 Maintenance

8.6.1 EPG shall carry out maintenance work on the Software and the IT Infrastructure of EPG required for operation as necessary. EPG shall inform the Customer as early as possible in advance about the time window and duration of the update as well as any possible impairments to the Provision of services. Regular maintenance work involving more than minor interruptions will take place on Sundays. Unless otherwise agreed, the time zone UTC+1 (CET) or UTC+2 (CEST) shall apply. Maintenance work will be announced in advance to a contact person previously designated by the Customer. Impairments during maintenance work shall not be counted toward availability.

8.6.2 Depending on the Software covered by the Contract, EPG may initially install updates, upgrades, or other changes in the test environment. In this case, EPG will only make the Software available in the production system after the Customer has successfully tested the Software and approved it for EPG.

8.6.3 Maintenance for Hardware sold by EPG is provided in accordance with a separate (optional) agreement in the Order ("Maintenance Pass").

8.7 Data backup

For SaaS, EPG performs data backups depending on the respective Software. The backups created are deleted regularly. For Subscription, the Customer is responsible for ensuring that data is backed up properly and sufficiently.

9. Further development of the Software

EPG is entitled to further develop and adapt the Software at any time at its own discretion and to change or add functions, provided that the core functionality defined in the Order and, if applicable, the SRD, and the agreed scope of services remain essentially unchanged.

10. IT security

10.1 Access data

The Customer shall ensure that only authorized individuals use the Software. Access data must be treated as confidential and stored in such a way that it cannot be accessed by unauthorized third Parties. The Customer shall inform EPG if there is any suspicion of disclosure or misuse.

10.2 Customer's IT system

The Customer shall only access the Software and, in the case of SaaS, EPG's IT Infrastructure, using a secure IT system. For Subscription, the Customer is responsible for IT security on the Customer's System. If unauthorized access or other impairment of IT security is suspected, the Customer shall inform EPG immediately.

10.3 Security incident with SaaS

With SaaS, EPG shall have the right to disconnect critical connections in the event of an IT security incident until the security of the system and data can be warranted again. If the incident occurs at the Customer's system, EPG shall be released from its obligation to perform until the connection can be classified as secure again, without the Customer being able to assert any claims against EPG.

Interruptions due to a security incident at the Customer's system shall not be counted toward availability.

11. Rights of use

11.1 EPG grants the Customer a non-exclusive, non-transferable, and non-sublicensable right, limited in terms of space and time in accordance with the Order, to use the agreed Software for the agreed purposes within the scope of its own business activities.

11.2 If agreed in the Order, the Customer may allow Affiliated Companies and external service providers to use the Software, if they are acting within the scope of the Customer's normal business activities. The Customer shall ensure that they use the Software in accordance with the provisions of this Contract and shall be liable for their actions and omissions as for its own conduct. Use of the Software for the benefit of third parties is excluded.

11.3 Unless expressly agreed otherwise, the Customer is not entitled

- to make the Software available to third parties,
- to copy, modify, decompile, or otherwise reverse engineer the Software, unless expressly permitted by law,
- to access data or databases outside of the API interfaces or export functionalities provided by EPG,
- to analyze, evaluate, or process the Software or its documentation using artificial intelligence (AI) methods, in particular to use it for the training, development, or improvement of AI systems, or
- to use the Software beyond the agreed purpose and scope.

11.4 The use of the Software for automated warehouses requires an agreement in the respective Order. Otherwise, the Software may only be used by humans, but not by computers or robots.

11.5 The right to use the Software ends automatically upon expiry or termination of the respective Order.

11.6 Upon expiration of the Customer's rights to use the Software, they are required to uninstall the Software and to return or destroy, at EPG's discretion, all documentation, materials, and other documents provided within two (2) weeks.

12. Property rights

12.1 No transfer of copyrights, inventions, or other property rights shall take place under or in connection with these GTC or any Contract.

12.2 The Parties clarify that all rights to the Software, including all adaptations, modifications, and extensions, exclusively belong to EPG.

12.3 The Customer has no right to demand the surrender of the Software or its source code.

12.4 Nothing in these GTC shall restrict EPG from using ideas, concepts, know-how or techniques acquired in the course of the Project, provided that no Customer confidential information as defined in these GTC is disclosed.

13. Customer's rights in the event of material defects

13.1 EPG warrants that the Software and rented Hardware essentially comply with the contractually agreed performance specification. Minor deviations that do not significantly impair use do not constitute a defect.

13.2 EPG warrants that the Hardware sold is free from material defects. The Hardware is free from material defects if, at the time of transfer of risk, it has the agreed quality, i.e., the specification according to the product data sheet. Warranty claims for minor deviations or minor defects that do not significantly impair the usability are expressly excluded.

13.3 Claims for sold Hardware defects lapse after twelve (12) months upon delivery. In deviation of this, claims based on defects are subject to the statutory limitation period if EPG has fraudulently concealed the defect from the Customer.

13.4 The Customer shall report any defects to EPG immediately after discovery, describing the defects in as much detail as possible. To enable efficient troubleshooting, the ticket system specified in the Support Annex must be used.

13.5 EPG shall remedy reported defects within a reasonable period of time. The remedy shall be at EPG's discretion by rectification of the defect or replacement. Under no circumstances shall the Customer be permitted to remedy or attempt to remedy the defects on its own, or via a third party.

13.6 If EPG fails to successfully remedy defects in sold Hardware within a reasonable period of time, the Customer is entitled to set a one-time grace period of at least four (4) weeks. Upon the fruitless expiration of this grace period, the Customer may reduce the payment by a reasonable amount. Withdrawal is only permitted after the expiration of a further grace period of four (4) weeks if the defect is significant and EPG has not successfully remedied the defect even after the expiration of both grace periods. Further rights, in particular withdrawal in the case of minor defects, self-performance, or reimbursement of futile expenses, are excluded, unless EPG acts with intent or gross negligence. Any claims for damages are subject to the limitations of liability set forth in these GTC.

13.7 EPG is entitled to provide the Customer with temporary workarounds, provided that these do not significantly impair the contractual use.

- 13.8** The Customer shall have no claims for defects if the impairment is due to normal wear and tear, improper use, a breach of the Customer's obligations to cooperate, the use of non-approved interfaces, changes to the Software or Hardware by the Customer, or malfunctions outside the infrastructure for which EPG is responsible.
- 13.9** In all other respects, the statutory provisions on liability for defects shall apply. Liability without fault for defects already existing at the time of conclusion of the Contract is excluded.
- 13.10** The Customer shall bear the costs for processing time arising for EPG to remove (operator) errors or malfunctions not covered by the right to remedying of material defects. The currently applicable hourly rate of EPG shall be used as a basis for calculating the costs. EPG reserves the right to require an advance payment or a commitment to cover costs
- 14. Customer's rights in the event of legal defects**
- 14.1** The Customer shall notify EPG immediately of any third-party claims asserted in connection with the Software or Hardware. The Customer shall not acknowledge any alleged infringement of intellectual property rights without consulting EPG. The Customer shall either leave any dispute, including any out-of-court settlements, to EPG or to conduct it in close consultation with EPG.
- 14.2** EPG shall reimburse the Customer for necessary and reasonable defense costs and other expenses necessary for legal defense in the event of intellectual property right infringements for which EPG is solely responsible.
- 14.3** Further claims by the Customer, in particular for damages, are excluded unless prohibited by mandatory statutory provisions or resulting from intentional conduct on the part of EPG.
- 14.4** In the event of an infringement, EPG shall – to the extent possible and as EPG deems economically reasonable – acquire the necessary rights of use or adapt the Software respectively Hardware, whereby the agreed scope of functions shall remain essentially unchanged.
- 14.5** The warranty provided by EPG and all rights of the Customer with regard to the infringement of third-party intellectual property rights is subject to the condition that the Software respectively Hardware is used in accordance with the Contract.
- 14.6** The warranty applies (i) in the case of Software only in the event of infringement of intellectual property rights that exist in the country in which EPG provides its services under the Contract (notified hosting location) or in which the Customer uses the Software in accordance with this Contract, (ii) in the case of Hardware only in the event of infringement of intellectual property rights that exist in the country in which the place of delivery is located. In the case of Hardware sold, the decisive point in time for the freedom from third-party rights is the transfer of risk.
- 14.7** Claims for Hardware sold lapse after twelve (12) months upon delivery. In deviation of this, claims based on defects are subject to the statutory limitation period if EPG has fraudulently concealed the defect from the Customer.
- 14.8** The provisions of this section apply conclusively to claims by the Customer due to alleged or actual infringement of third-party intellectual property rights by the Software respectively Hardware. Section 17 remains unaffected.
- 14.9** If the Customer is responsible for the infringement of intellectual property rights, claims against EPG are excluded.
- 15. Customer's obligations to cooperate**
- 15.1** The Customer shall ensure that EPG has one or more professionally qualified contact persons available for questions and communications throughout the entire term of the Contract and shall inform EPG of any changes.
- 15.2** The Customer shall provide EPG with the information required by EPG to fulfill the Contract at an early stage.
If the Customer becomes aware of any circumstances that could interfere with EPG's ability to provide services, the customer is required to notify EPG of this immediately in writing.
- 15.3** In the case of Subscription, the Customer shall ensure that the Customer's System meets EPG's technical system requirements.
- 15.4** The Customer is responsible for carrying out the activities required for the Project, in particular functional tests and adjustments to its own IT infrastructure. The exact activities to be carried out by the Customer shall be specified in advance or during the Project. The Customer shall schedule trained personnel for this purpose.
- 15.5** The Customer shall ensure that its employees working with the Software are comprehensively trained before Commissioning.
- 15.6** Further obligations to cooperate may arise from the requirements of the respective Project.
- 15.7** If the Customer fails to fulfill its obligations to cooperate, or does so improperly, the Customer shall bear all resulting delays, additional expenses, or damages. The Customer shall indemnify EPG against all damages and expenses. This includes, in particular, expenses already incurred as well as costs arising from EPG's inability to allocate personnel resources elsewhere. If the Customer fails to fulfill its obligations despite a formal warning with a deadline set by EPG, EPG is entitled to terminate the Contract for cause, without prejudice to further claims for damages.
- 16. Remuneration, Terms of Payment, and Default**
- 16.1** The amount of remuneration is specified in the respective Order. If no written agreement has been made therein, the current price list of EPG shall apply.
- 16.2** The Customer shall pay for the services provided by EPG at the end of the month in which they were provided.
- 16.3** After conclusion of the Contract, the Customer shall make a down payment of 20% of the services listed in the respective Order, which are calculated on a time and material basis. EPG will offset the down payment against the invoice amounts for services rendered and to be remunerated on a time and material basis (not against, for example, training, travel expenses, Provision of Software or Hardware, and flat-rate services).
- 16.4** Regular payments (e.g., SaaS or Subscription fees) are due as soon as EPG provides the Software for the first time. This also applies if it is a testing version.

- 16.5** If the Customer requires additional licenses (e.g., concurrent users) on a temporary or permanent basis, they shall notify EPG in advance. If the Customer exceeds the number of licenses used without prior agreement with EPG, EPG shall invoice the SaaS or Subscription fee for the respective billing period accordingly. Further and more extensive claims by EPG remain unaffected.
- 16.6** In the event of exceptional use of computing capacity provided by EPG for SaaS (e.g., frequent automated test routines by the Customer) or a setting of the Software by the Customer that leads to increased storage requirements (e.g., adjustment of data reorganization) additional costs shall be borne by the Customer. The Customer shall notify EPG of any such requirements as early as possible.
Should further development, adaptation, or change of, or addition to, the Software or the required system environment result in increased technical resource requirements, particularly with regard to computing power or storage capacity, EPG shall be entitled to adjust the SaaS fee in line with the actual additional costs.
- 16.7** Unless otherwise agreed in the Order, EPG shall invoice sold Hardware after delivery to the Customer or the carrier.
- 16.8** Training courses shall be invoiced after completion of the training.
- 16.9** The Customer shall bear the travel and accommodation expenses incurred by EPG in connection with the provision of services.
- 16.10** Individual contractual services (e.g., training courses) may be invoiced directly by EPG's Affiliated Companies that are involved in the fulfillment of the Contract. EPG remains the contractual partner and responsible for the services.
- 16.11** All invoice amounts are net. The Customer shall bear the applicable value added tax, other taxes, fees, customs duties, shipping costs, and all other incidental costs incurred that are beyond EPG's control.
- 16.12** All invoices are payable without deduction within eight (8) days of receipt, unless otherwise agreed in the respective Order.
- 16.13** The remuneration agreed in the Order applies for the agreed contract term. EPG has the right to adjust the remuneration for future services at the end of the minimum contract term or extension period to the EPG price structure applicable at that time.
- 16.14** Each Party may request once per calendar year that the ongoing remuneration be adjusted in line with the most recently published percentage change from the previous year in the consumer price index for Germany (code: 61111-0001) published by the Federal Statistical Office. The index can be accessed on the website of the Federal Statistical Office: <https://www-genesis.destatis.de/datenbank/online/statistic/61111/table/61111-0001>. If no adjustment to the remuneration is made in a given year, the change in the index will be taken into account in the next price adjustment. If the index is no longer published during the term of the Contract, it will be replaced by the corresponding index published by the Federal Statistical Office.
- 16.15** If the Customer is in default of payment, EPG shall be entitled to charge statutory default interest. The right to claim further damages remains unaffected. If the Customer remains in default for more than two (2) weeks, EPG shall be entitled to suspend all services until full settlement of the outstanding amounts has been made, without the Customer being entitled to any claims for damages or recourse arising therefrom. The Customer shall be responsible for any delays to agreed deadlines resulting from such suspension of services.
- 16.16** Until all due claims have been fully settled, EPG shall have a right of retention with respect to all services yet to be performed. The Customer shall only be entitled to a right of retention in respect of undisputed or legally established counterclaims arising from the same contractual relationship.
- 16.17** Both Parties are only entitled to offset if the other Party expressly agrees in writing or if the rights of the offsetting Party are undisputed or have been legally established.

17. Liability

17.1 Unlimited liability

Nothing in these GTC shall exclude or limit EPG's liability

- for damages resulting from injury to life, limb or health,
- for damages arising from a breach of duty committed intentionally or through gross negligence,
- for fraudulently concealed defects,
- in accordance with the provisions of the Product Liability Act ("Produkthaftungsgesetz"),
- to the extent of any assumed warranty, and
- in other cases where a limitation of liability is prohibited by law.

It is hereby clarified that EPG has not assumed any guarantees.

17.2 Limitation of liability for simple negligence

- 17.2.1** Unless a case of unlimited liability under section 17.1 applies, EPG shall be liable in cases of simple negligence only for breaches of material contractual obligations ("cardinal obligations"), and such liability shall be limited to foreseeable damages typical for this type of contract. Cardinal obligations are those obligations whose fulfillment is essential for the proper execution of the contract, and on whose observance the contractual partner may regularly rely.
- 17.2.2** In the cases described in section 17.2.1, EPG's liability is further limited to a maximum amount of €100,000 per claim and to a total of €200,000 per calendar year. Multiple claims based on the same cause are considered a single claim.
- 17.2.3** EPG shall not be liable for lost profits, loss of production, business interruptions, or other indirect or consequential damages. Section 17.1 remains unaffected.

17.3 Exclusion of further liability

Unless otherwise specified in these GTC, any liability on the part of EPG, regardless of the legal basis, is excluded. This applies in particular to, but is not limited to, strict liability for defects that existed at the time the Contract was concluded.

17.4 Additional provisions for SaaS

- 17.4.1 Liability of EPG for the unavailability of a SaaS service presupposes that the agreed availability has not been met.
- 17.4.2 In the case of SaaS, EPG's liability for data loss is limited to the costs incurred for the duplication of data backups and the costs of data recovery that would have been incurred even with adequate data backup.

17.5 Force majeure

EPG shall not be liable for the non-fulfillment of contractual obligations if this is due to events beyond the reasonable control of EPG ("force majeure"), in particular natural disasters, war, pandemics, official orders, power or internet failures.

17.6 Contributory negligence

If both Parties have contributed to a damage, the Customer's contributory negligence shall be taken into consideration. EPG's liability is reduced to the extent that the damage was caused by the Customer.

17.7 Exclusion of third-party liability

Insofar as EPG's liability is excluded, this also applies to the personal liability of EPG's employees, representatives, and vicarious agents. Joint and several liability of EPG's Affiliated Companies is excluded.

17.8 Statute of limitations

Claims for damages against EPG shall lapse within six (6) months of the start of the statutory limitation period, unless the claims are based on intent.

17.9 Liability for Affiliated Companies

The Customer is liable to EPG for Affiliated Companies as if for its own use and contractual obligations.

18. AI functions

- 18.1 The Software may contain functions that are based in whole or in part on artificial intelligence (AI) methods, in particular machine learning, statistical prediction models, or comparable procedures.
- 18.2 These AI functions generate results based on probabilistic calculations. Due to the nature of such methods, the results may deviate from the actual situation, be incomplete, or be incorrect.
- 18.3 The Customer shall check the results generated by the AI functions on their own responsibility and validate them before implementation or further use. The results of the AI functions serve exclusively as support and do not release the Customer from their own obligation to check and make decisions.
- 18.4 To the extent permitted by law, EPG accepts no liability for damages based solely on the unchecked adoption or use of the results generated by the AI functions.

19. Confidentiality

- 19.1 The Parties shall protect each other's confidential information in accordance with the following provisions. This applies regardless of whether trade secrets exist under the applicable law.
- 19.2 Confidential and therefore secret information is
- a) all information exchanged between the Parties, regardless of its form, that is expressly marked as "confidential" or similar;
 - b) oral information that the parties expressly designate as confidential; and
 - c) regardless of the above provisions, any information whose nature and content clearly indicate that it is subject to confidentiality.
- 19.3 Confidential information includes, in particular, SRDs, information relating to the Software, access data, and documentation.
- 19.4 The confidentiality obligation does not apply to confidential information which demonstrably
- a) was already in the public domain at the time the Contract was concluded or subsequently becomes public without breach of any confidentiality obligation,
 - b) was already known to the Party bound by confidentiality at the time the Contract was concluded, and this disclosure is not due to the previous cooperation between the Parties,
 - c) was or is lawfully received by the Party bound to confidentiality from third parties, and these third parties did not receive the confidential information through a breach of a confidentiality obligation, or
 - d) were or are independently developed by the Party bound to confidentiality.
- 19.5 If information must be disclosed due to a law or official order, this disclosure doesn't violate the confidentiality obligation.
- 19.6 The Parties shall
- a) treat all confidential information received from the other Party as strictly confidential, in particular exercise careful protection and take appropriate measures against access by unauthorized individuals,
 - b) exercise at least the same care in maintaining confidentiality as in comparable matters of their own,
 - c) not make confidential information available to unauthorized third parties in any form, not copy or otherwise reproduce it, and
 - d) use the confidential information exclusively for the agreed purpose of the cooperation.
- 19.7 The Party bound to confidentiality may make confidential information available to third parties, if they are bound to secrecy due to their professional status (e.g., tax advisors, lawyers, and auditors) and provided that they need the information to protect the legitimate interests of the obligated Party.

- 19.8** Confidential Information may be made available to employees, Affiliated Companies, and other third parties authorized to use the information, if they have a compelling need to know the information ("need-to-know principle") and are bound in writing to confidentiality obligations and restrictions on use that are at least as strict as the provisions of the Contract. The Parties shall be liable for their actions and omissions as for their own conduct.
- 19.9** The above provisions regarding confidentiality shall continue to apply for a period of five (5) years after the end of the Contract. For trade secrets, the obligation of confidentiality shall remain in effect indefinitely as long as the relevant trade secret qualifies as such under applicable law.
- 20. Contract term and termination**
- 20.1** The term shall begin with the last signature and shall be at least 60 month, unless otherwise agreed in the respective Order.
- 20.2** The Contract may be terminated by either Party with twelve (12) months' notice to the end of the minimum contract term or extension period. Otherwise, it shall be extended by twelve (12) months at a time.
- 20.3** The right to extraordinary termination for good cause remains unaffected.
- 20.4** Any termination must be made in writing. Partial terminations require the consent of the other Party.
- 21. Assignment of contractual rights**
- The Customer may only transfer the Contract or the rights arising from the Contract, in whole or in part, to third parties with the prior written consent of EPG (prohibition of assignment).
- 22. Export restrictions**
- Both Hardware and Software may be subject to export and import restrictions under various jurisdictions. The Customer shall comply with all applicable export and import laws when accessing, using, and downloading the products and the data contained therein. In particular, the Customer may not export, import, transfer, or disclose (or allow third parties to do so) the products or any goods manufactured from them
- to countries subject to an embargo or similar sanctions by the EU, USA, Japan, China, or the country of intended use,
 - to individuals or organizations that are on an official sanctions list of the aforementioned countries,
 - to end users or for purposes that are prohibited by applicable export law.
- All supplies and services provided by EPG are subject to the condition that no export or import restrictions, embargoes, sanctions, or other applicable national or international trade regulations prohibit such provision. EPG reserves the right to withhold performance or withdraw from the Contract or the respective Order if fulfilment would violate any such restrictions or if required authorizations are not granted. Claims for damages due to delay or non-performance under this clause are excluded unless caused by intent or gross negligence on the part of EPG.
- 23. Data protection and data processing**
- The Parties undertake to comply with the legal requirements for the protection of personal data. The Parties shall conclude an agreement on data processing as an annex to the Contract.
- 24. Reference**
- EPG may name the Customer as a reference and publish the reference. In doing so, EPG may use the Customer's company name and logo and shall receive the necessary rights of use from the Customer.
- 25. Choice of law and place of jurisdiction**
- The Contract and the agreements made under the Contract are subject to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- The exclusive place of jurisdiction is the court responsible for EPG's registered office.
- 26. Final Provisions**
- 26.1** No ancillary agreements have been made in connection with the Contract. Amendments or supplements to the Contract must be made in writing to be effective. This also applies to this written form requirement.
- 26.2** The Parties expressly agree that electronic signatures provided via recognized and certified signature services, such as DocuSign in particular, also satisfy the written form within the meaning of these GTC. An electronic signature provided in this form has the same legal effect as a handwritten signature.
- 26.3** Should any provision of the Contract, in particular these GTC, or the annexes to the Contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of this Contract and its annexes. In such a case, the Parties undertake to retroactively agree on a legally valid provision to replace the invalid provision, which comes as close as possible to the original intention of the Parties in economic and legal terms. The same applies to any gap in the provisions. Mandatory legal requirements, particularly those under data protection law, shall take precedence.

Effective: 31.03.2026