

**General Terms and Conditions of PROXIA Software AG,
Römerstraße 7, 85661 Forstinning Germany**

1. Scope

The following General Terms and Conditions shall form an integral part of all agreements concluded between PROXIA Software AG (hereinafter referred to as PROXIA) and companies, legal entities under public law or special funds under public law (all three legal entities hereinafter referred to as "Customer"). They shall apply exclusively and for the entire duration of the business relationship, even if no separate reference is made to them in subsequent transactions. Any deviating terms and conditions of business or purchase of the Customer are hereby expressly rejected.

2. Formation of the contract

- 2.1 Unless expressly stated otherwise, offers made by PROXIA shall be considered invitations to conclude a contract which are always subject to change and non-binding.
- 2.2 By placing an order, the customer makes a binding offer to purchase the ordered goods or to use the services of PROXIA. The order shall be placed in writing. The customer is bound by the order.
- 2.3 PROXIA shall accept such offer by sending an order confirmation.
- 2.4 Contractual items, documents, proposals, test programs, etc. are both the physical and intellectual property of PROXIA. They may not be reproduced and may not be made accessible to third parties. If no contract is concluded, they shall be returned without delay or, at PROXIA's request, irretrievably deleted and may not be used.

3. Prices, contract performance

- 3.1 Unless otherwise agreed, the prices quoted by PROXIA shall be in Euro exclusive of statutory VAT and exclusive of shipping and packaging costs. The prices stated by PROXIA in the order confirmation shall prevail.
- 3.2 PROXIA shall be entitled to make partial deliveries and to provide partial services to the extent this is reasonable for the customer. If PROXIA provides partial deliveries or services, the customer shall pay for each partial delivery or service in accordance with the terms of these provisions.
- 3.3 The shipment of goods or the service within Germany is only by cash on delivery or prepayment. In individual cases by agreement, delivery against invoice is possible.
- 3.4 The shipment of goods or the service outside Germany is only against prepayment.
- 3.5 Prices are net prices ex PROXIA's registered office. The costs of packaging, shipping, customs, fees, duties and insurance shall be borne by the customer and invoiced separately to the customer. If, after the conclusion of a contract until its performance, the acquisition costs or other costs of performance change due to currency fluctuations, as well as taxes, customs duties, freight charges, fees or levies of any kind affecting the sales price, PROXIA shall be entitled to adjust the price to be paid by the customer accordingly. Any price increase shall be limited to the price enforced by PROXIA in the market and to the changed cost factor(s) specified herein. In such case, the customer would have a right to withdraw from the contract within 14 days from the date it was informed by PROXIA about the price increase.
- 3.6 Unless otherwise agreed, the customer undertakes to pay the agreed remuneration within a period of 14 days after receipt of the goods or receipt of the service. After expiry of the period, the customer shall automatically be in default of payment without the need for a reminder. PROXIA shall then be entitled to call due the entire remaining debt of the customer and to demand immediate payment of all outstanding claims, including the costs of the default.
- 3.7 The customer shall only be entitled to set-off or to refuse performance on account of its own claims against PROXIA if the counterclaim is undisputed or has been finally adjudicated.

4. Selection of products and services

- 4.1 The customer is aware of the essential functional features of the software. He shall bear the risk as to whether the Software meets his wishes and requirements. He shall seek advice on any questions of doubt from PROXIA's employees or from competent third parties before concluding the contract.
- 4.2 Specifications of the customer regarding essential functional features of the Software shall always require the written form in order to become part of the contract in case of agreement with PROXIA.

5. Delivery item/condition/delivery times/obstacles to delivery

- 5.1 PROXIA shall deliver the goods or provide the corresponding service in accordance with the contractual agreements.
- 5.2 The goods correspond to the descriptions in the documentation. PROXIA shall not be liable for any additional functionality. Representations in the documentation, in test programs, in product and project descriptions, representations on the Internet, etc., do not constitute warranties or guarantees. Guarantees or warranties shall only be deemed to have been given if expressly designated as such by PROXIA in writing. PROXIA reserves the right to make technical changes to the delivery item which do not materially change its essential characteristics.
- 5.3 All information on delivery times is non-binding, unless expressly agreed otherwise. The delivery period shall commence upon receipt of the order confirmation by the customer. The delivery date shall be deemed to have been complied with when the goods have left PROXIA's place of business or that of a third party commissioned by it.
- 5.4 In case of circumstances which prevent PROXIA or its suppliers from timely or proper delivery or performance and for which PROXIA is not responsible, such as e.g. failure of a supplier to deliver, riots, strikes, lockouts, shortages of labor, energy or means of transport, delays in the delivery of essential raw materials, auxiliary materials or supplies, impediments to delivery, or delivery stoppages due to circumstances in connection with a pandemic, official measures, as well as all cases of force majeure, the delivery period or period for the performance of the service shall be extended by a reasonable period of time.

PROXIA Software AG
Römerstraße 7
D-85661 Forstinning
Telefon: +49 (0) 8121 7029 600
E-Mail: info@proxia.com

Vorstand: J. Carlos Midence
AR-Vorsitzender: Mark Thompson
Firmensitz: D-85560 Ebersberg
Amtsgericht München HRB 189776
USt-IdNr.: DE275193533
Internet: www.proxia.com

Kreissparkasse München-Starnberg-
Ebersberg
IBAN: DE91702501500027524198
BIC: BYLADEM1KMS

6. Right

- 6.1 Upon full payment of the fee pursuant to § 3 of this Agreement, the customer shall receive a non-exclusive right, either limited in time or unlimited depending on the contractual agreement, to use the Contract Software to the extent granted in this Agreement and the license certificate. Prior to full payment of the remuneration pursuant to § 3 of this Agreement, all data carriers as well as the user documentation provided shall be subject to retention of title by PROXIA. The Contract Software may only be used simultaneously by a maximum number of natural persons corresponding to the number of licenses purchased by the customer. Permitted use shall include installation of the Contract Software, loading into the working memory and use by the customer as intended. The number of licenses and the type and scope of use shall otherwise be determined by the license file.
- 6.2 In addition, all rights to the Software, in particular the comprehensive copyright with all powers to all programs, documents and information provided within the scope of the contractual agreement and implementation, including warranty, support and maintenance, shall be exclusively vested in PROXIA in the relationship with the customer, even to the extent that these items have been created by specifications or cooperation of the customer.
- 6.3 The customer is entitled to create a backup copy if this is necessary to secure future use. The Customer shall visibly affix the note "Backup Copy" as well as a copyright notice of the Manufacturer on the created backup copy.
- 6.4 In particular, any copying of the Software not expressly permitted, any distribution of the Software not expressly permitted and the development of similar software using the PROXIA Software as a template are prohibited by law and by contract.
- 6.5 The Customer shall only be entitled to decompile and reproduce the Contract Software to the extent that this is provided for by mandatory law. However, this shall apply only on condition that PROXIA has not made the information necessary for this purpose available to the Customer upon request within a reasonable period of time.
- 6.6 If the Customer uses the Contract Software to an extent that exceeds the acquired rights of use qualitatively (with regard to the type of permitted use) or quantitatively (with regard to the number of acquired licenses), the Customer shall immediately acquire the rights of use necessary for the permitted use (additional purchase). An additional purchase shall require a separate agreement with PROXIA on the additional scope of use. Additional purchases shall be made on the basis of the price list valid at the time of the additional purchase. If the customer fails to make an additional purchase, PROXIA shall assert the rights to which it is entitled.
- 6.7 Copyright notices, serial numbers and other features serving to identify the program may not be removed or modified from the contractual software.

7. Disclosure

- 7.1 The customer may only transfer the software, which he has acquired by purchase contract, to third parties by reselling it (i.e. not by renting it, for example) and only by relinquishing his own use.
- 7.2 Such transfer shall be subject to PROXIA's written consent, which PROXIA shall not unreasonably withhold. Together with the request for consent, the customer shall submit the purchaser's declaration according to which the purchaser binds itself to the rules of use and passing on regulated in these GTC as they apply to the customer at the time of the sale.

8. Obligations of the customer

- 8.1 The Customer shall provide the working environment of the Software in accordance with PROXIA's specifications.
- 8.2 The customer shall support PROXIA in the performance of the contract free of charge, e.g. by providing work rooms, hardware and software, data and telecommunication facilities and by cooperating in specifications, tests, acceptances etc.. The customer shall appoint one or, if required, several qualified employees who shall be available as contact persons for PROXIA and who shall be authorized to make the decisions necessary for the performance of the contract and to cooperate by acting in a suitable and goal-oriented manner.
- 8.3 The customer shall grant PROXIA on-site access to its own premises during its regular business hours and to the extent necessary and access to the hardware and software required for the performance of the services. For this purpose, the customer shall provide the necessary technical facilities. To the extent required by the urgency of the respective order performance, access shall also be granted outside the Customer's regular business hours. PROXIA shall ensure that the business operations of the customer are disrupted as little as possible by its activities on site.
- 8.4 The customer tests each program for freedom from defects and for usability in the concrete situation before starting the operational use of the program.
- 8.5 Customer shall defend, indemnify, and hold harmless PROXIA Software AG, Römerstraße 7, 85661 Forstinning, Germany ("PROXIA") and the PROXIA Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the Software, including without limitation:
 - (a) claims by Users or by Customer's employees, as well as by Customer's own customers;
 - (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Customer Data;
 - (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the Software through Customer's account, including without limitation by Customer Data; and
 - (d) claims that use of the Software through Customer's account harasses, defames, or defrauds a third party or violates applicable law.
 Customer's obligations set forth in this Article include retention and payment of attorneys and payment of court costs, as well as settlement at Customer's expense and payment of judgments. PROXIA will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations.
 (The "PROXIA Associates" are PROXIA's officers, directors, shareholders, parents, subsidiaries, affiliates, agents, successors, and assigns.)

9. Transfer of risk

The risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon handover, in the case of sale by delivery to a place other than the place of performance, upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.

PROXIA Software AG
Römerstraße 7
D-85661 Forstinning
Telefon: +49 (0) 8121 7029 600
E-Mail: info@proxia.com

Vorstand: J. Carlos Midence
AR-Vorsitzender: Mark Thompson
Firmensitz: D-85560 Ebersberg
Amtsgericht München HRB 189776
USt-IdNr.: DE275193533
Internet: www.proxia.com

Kreissparkasse München-Starnberg-
Ebersberg
IBAN: DE91702501500027524198
BIC: BYLADEM1KMS

10. Warranty

- 10.1 PROXIA warrants that the goods and services owed under this Agreement are free from defects and from third party rights.
- 10.2 The customer shall inspect the goods or services immediately upon receipt. PROXIA must be notified immediately in writing or in text form of defects of any kind, including short or wrong deliveries equivalent to material defects, as well as transport damage. Immediacy means, in the case of visible defects, wrong or insufficient deliveries, within 7 days from delivery, and in the case of hidden defects, wrong or insufficient deliveries, at the latest within 14 days from the discovery or notification of such a defect, wrong or insufficient delivery by (end) customers, suppliers or consumers of the customer. The receipt of the complaint by PROXIA shall be decisive for compliance with the time limit. The customer shall lose his warranty claims resulting therefrom if he does not comply with his inspection and complaint obligations in due time. In this case, the goods shall be deemed approved.
- 10.3 The warranty period is one year from delivery of the goods or provision of the service.
- 10.4 The customer shall bear the full burden of proof for all prerequisites for a claim, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect.
- 10.5 If the goods or services are defective, PROXIA shall be entitled, at its option, to remedy the defect or to provide a service free of defects within a reasonable period of time (subsequent performance). In case of impossibility or disproportionality of both types of subsequent performance, PROXIA shall be entitled to refuse subsequent performance. PROXIA shall also have this right as long as the customer does not fulfill its payment obligations to an extent corresponding to the defect-free part of the performance.
- 10.6 In the event of subsequent performance, PROXIA shall provide the technically and economically most favorable solution. PROXIA shall be allowed at least two attempts to remedy the defect before the customer may exercise its rights to reduce the remuneration (reduction) or to rescind the contract (rescission). The customer shall be obliged to provide PROXIA with verifiable documents on the type and occurrence of defects and to cooperate in the delimitation of the defects.
- 10.7 In the event that PROXIA refuses or culpably delays both types of subsequent performance, subsequent performance is impossible or subsequent performance fails for other reasons, the customer shall be entitled to reduce the remuneration accordingly or to withdraw from the contract in accordance with the respective statutory provisions. If only part of the performance is defective, the customer undertakes to exercise its right to withdraw from the entire contract under the above conditions only if it has no objective interest in the partial performance.
- 10.8 No defect shall exist in the event of non-compliance with operating or maintenance instructions and instructions for use, changes and modifications by the customer or by third parties without being entitled to do so by operation of law, by contractual agreement with PROXIA or on the basis of PROXIA's prior written consent, in the event of the influence of third-party accessories, including accessories of any kind (hardware or software) provided or used by the customer, as well as faulty installation by the customer or third parties. Furthermore, the warranty for material defects shall not apply to defects based on the fact that the Contract Software is used in a hardware and software environment that does not meet the requirements specified in the license certificate.
- 10.9 If the defect is due to insufficient data backup by the customer, PROXIA shall not be responsible for it. Inadequate data backup shall be deemed to exist in particular if Customer has failed to take precautions against external influences, in particular against computer viruses, Trojans, cyber attacks and other phenomena that may endanger individual data or an entire data stock, by taking appropriate, state-of-the-art backup measures. The Customer itself shall be responsible for ensuring that current data backups are operated in a suitable form and that a prompt and economically reasonable recovery of lost data is guaranteed.
- 10.10 If the customer chooses compensation after failed subsequent performance and is entitled to this despite the restrictions, the goods shall remain with the customer if this is reasonable for him. Damages shall be limited to the difference between the agreed remuneration and the value of the defective item, unless PROXIA caused the breach of contract intentionally or by gross negligence.
- 10.11 Only PROXIA's product description shall be deemed agreed as the quality of the goods. Public statements, recommendations or advertising do not constitute a contractual quality of the goods.
- 10.12 The contracting parties are aware that, given the current state of the art, it is not possible to create and maintain computer software in such a way that it works error-free in all applications and combinations.
- 10.13 In the event that the contractual services infringe third party intellectual property rights, the customer shall notify PROXIA in writing without undue delay and provide PROXIA with the information and other reasonable support necessary to defend itself against such infringement.

11. Liability / Limitation of Liability

- 11.1 PROXIA has unlimited liability
- in the event of intent or gross negligence,
 - for injury to life, limb or health,
 - in accordance with the provisions of the Product Liability Act as well as
 - to the extent of any warranty given by PROXIA.
- 11.2 In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), PROXIA's liability shall be limited in amount to the remuneration paid by the customer for the respective purchase or service contract that forms the basis of the claim for damages.
- 11.3 PROXIA shall not be liable for loss of profit, loss of revenue, loss of production and other indirect and consequential damages.
- 11.4 PROXIA shall have no further liability.
- 11.5 In particular, PROXIA shall not be liable for impairments and failures of communication paths used for remote maintenance that are provided by third parties, unless such impairment or failure falls within PROXIA's area of responsibility. If they fall within PROXIA's area of responsibility, the provisions of §§ 11.1 - 11.3 shall apply.
- 11.6 PROXIA shall not be liable for defects, or for any other service failures, which are due to faulty information, documents and materials provided by the customer. In this respect, PROXIA shall also not be liable if the defective service is exclusively attributable to a hardware environment at the customer's premises and the customer does not comply with the hardware requirements specified by PROXIA.
- 11.7 PROXIA shall not be liable for losses, including losses of files and data as well as such direct and indirect damages which are not typical for the contract in view of the underlying legal transaction or which were not foreseeable. This shall not apply in cases of liability pursuant to § 11.1 and 11.2.
- 11.8 The customer shall take appropriate backup precautions (data backup, fault diagnosis, regular result checks, etc.). He is solely responsible for ensuring the necessary working environment and the conclusion of appropriate maintenance and care contracts.
- 11.9 Software not developed or provided by PROXIA (Third Party Software), also in the form of entire operating systems (Microsoft, Linux, etc.) are excluded from any warranty towards PROXIA. In this respect, PROXIA shall also not be liable for the content, functionality and faultlessness of the Third Party Software. PROXIA is, however, prepared in such cases to assign to the customer its own warranty claims, if any, against the manufacturer of the Third Party Software to the corresponding extent.
- 11.10 The above limitations of liability shall also apply to the personal liability of PROXIA's employees, representatives and officers.
- 11.11 For all claims against PROXIA for damages or reimbursement of futile expenses in case of contractual and non-contractual liability, a limitation period of one year shall apply. This shall not apply in cases of injury to life, limb or health, in the event of an intentional or grossly negligent breach of duty and in the event of claims for damages under the Product Liability Act, or in any other case where such clause would be contrary to the mandatory provisions applicable to claims against PROXIA.

PROXIA Software AG
Römerstraße 7
D-85661 Forstinning
Telefon: +49 (0) 8121 7029 600
E-Mail: info@proxia.com

Vorstand: J. Carlos Midence
AR-Vorsitzender: Mark Thompson
Firmensitz: D-85560 Ebersberg
Amtsgericht München HRB 189776
USt-IdNr.: DE275193533
Internet: www.proxia.com

Kreissparkasse München-Starnberg-
Ebersberg
IBAN: DE91702501500027524198
BIC: BYLADEM1KMS

12. Retention of title

All goods delivered shall remain the unrestricted property of PROXIA until payment has been made in full.

13. Safeguards, audit law

- 13.1 The customer shall take suitable measures to secure the contractual software and, if applicable, the access data for online access against access by unauthorized third parties. In particular, all copies of the contractual software as well as the access data shall be kept in a protected place.
- 13.2 Upon PROXIA's request, the Customer shall enable PROXIA to verify the proper use of the Contract Software, in particular whether the Customer is using the program qualitatively and quantitatively within the scope of the licenses purchased by it. For this purpose, Customer shall provide PROXIA with information, allow PROXIA to inspect relevant documents and records, and allow PROXIA or an auditing company designated by PROXIA and acceptable to Buyer to inspect the hardware and software environment used. PROXIA may conduct the audit on the Customer's premises during its regular business hours or have it conducted by third parties bound to secrecy. PROXIA shall take care that the business operations of the client are not disturbed as little as possible by its activities on site. If the inspection reveals that the purchased number of licenses has been exceeded by more than 5% (five percent) or that the license has otherwise not been used in accordance with the contract, the Buyer shall bear the costs of the inspection, otherwise PROXIA shall bear the costs.

14. Secrecy and custody

- 14.1 PROXIA undertakes to treat all information received from the customer as confidential and to use it only to the extent necessary for the performance of the contract. PROXIA shall comply with the relevant data protection regulations, in particular the DSGVO. The Customer is aware that PROXIA uses electronic data processing for its administrative tasks, whereby the data processing is partly carried out by the respective employees of PROXIA or external order processors. PROXIA shall be entitled to store, process and store in the data processing systems used all data accruing in connection with the order (also in the offer or initiation phase).
e.g. affiliated companies and, in the event of intentions to sell, to third parties in accordance with data protection requirements.
- 14.2 The customer undertakes to keep all subjects of the contract secret from third parties. Employees etc. who have access to contractual items shall be instructed about PROXIA's copyright and the obligation to maintain secrecy and shall undertake vis-à-vis the customer in a suitable form to safeguard these rights in the interest of PROXIA.
- 14.3 The customer shall keep the subjects of the contract, in particular any source programs and documentation provided, in safe custody in order to exclude misuse.

15. Other

The customer may transfer claims against PROXIA to third parties only with PROXIA's written consent. § 7 remains unaffected.

16. Written form, severability clause, place of performance, place of jurisdiction, choice of law

- 16.1 These General Terms and Conditions may be amended in accordance with the following sentences, provided that this does not change any content essential to the equivalence relationship between the Customer and PROXIA AND THE amendment is reasonable for the Customer. PROXIA shall notify the Customer in writing of the amendment to the General Terms and Conditions. If the Customer does not object to the amendment in writing to PROXIA within six weeks after receipt of the notification, the amendment shall be deemed to be approved and the amended version of the General Terms and Conditions shall apply to contracts existing between PROXIA and the Customer from that point in time. PROXIA shall expressly draw the customer's attention to this consequence when notifying the customer of the amendment.
- 16.2 Amendments and supplements to the contract must be made in writing. This also applies to the amendment or cancellation of this clause.
- 16.3 This contract shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (UN Sales Convention). The parties are aware that IT services may be subject to export and import restrictions. In particular, licensing requirements may exist or the use of the Software or related technologies may be subject to restrictions abroad. PROXIA shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. PROXIA's performance of the contract shall be subject to the proviso that no obstacles based on national and international regulations of export and import law as well as no other statutory provisions prevent performance.
- 16.4 In business transactions with merchants, with legal entities under public law and with special funds under public law, it is additionally agreed that the place of performance and jurisdiction shall be the registered office of PROXIA. Furthermore, this shall always be the place of jurisdiction if the customer has no general place of jurisdiction in Germany.
- 16.5 Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall endeavor to replace the invalid provision with one that comes closest to the contractual objective in legal and economic terms. The same shall apply to an unintended loophole.

Status 11-2023

PROXIA Software AG
Römerstraße 7
D-85661 Forstinning
Telefon: +49 (0) 8121 7029 600
E-Mail: info@proxia.com

Vorstand: J. Carlos Midence
AR-Vorsitzender: Mark Thompson
Firmensitz: D-85560 Ebersberg
Amtsgericht München HRB 189776
USt-IdNr.: DE275193533
Internet: www.proxia.com

Kreissparkasse München-Starnberg-
Ebersberg
IBAN: DE91702501500027524198
BIC: BYLADEM1KMS