



General Terms and Conditions for Service Contracts

of

VI2VA GmbH

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1. Scope of application/Conclusion of contract

- 1.1 VI2VA GmbH (hereinafter referred to as "VI2VA") shall provide the client with the IT services described in its offer within the framework of a service contract based on the following General Terms and Conditions ("GTC"). These GTC shall also apply to future services even if no express reference is made to the validity of these GTC.
- 1.2 Any terms and conditions of the client that conflict with, deviate from, or supplement these General Terms and Conditions, or any other restrictions, shall not be recognized unless VI2VA has expressly accepted them in writing in lieu of these General Terms and Conditions in individual cases.
- 1.3 All other agreements, declarations, subsidiary agreements, and amendments to these GTC must be made in writing, i.e., signed by authorized representatives, in order to be valid. This also applies to any amendment to this clause.
- 1.4 The contract is concluded upon written acceptance of VI2VA's written offer by the client ("order"). If the client's order deviates from the offer, this shall be deemed a new offer to VI2VA. In order for the contract to be concluded, the client's amended offer must always be accepted in writing by VI2VA.
- 1.5 Notwithstanding the provision in Section 1.4, a contract in accordance with these GTC shall come into effect at the latest upon the mutually agreed commencement of the performance of the service offered to the client.
- 1.6 The written offer from VI2VA shall be solely authoritative for the specific service obligations to be performed. Unless and to the extent otherwise specified in the written offer, the provisions of these GTC shall apply, in particular with regard to remuneration, ancillary costs, due dates, duration/deadlines, material resources, and place of work. These GTC are an integral part of every service contract between the client and VI2VA.

2. Subject matter of the service

- 2.1 The subject matter of the service contract is the agreed action, cooperation, support, consulting, or training activity, not the achievement of a specific result, a specific economic success, or the preparation of expert opinions or other works. If VI2VA prepares a report or documentation, this does not constitute an expert opinion, but only reflects the essential content regarding the process, results, and recommendations of the service/consulting.

3. General principles of service provision

- 3.1 VI2VA shall observe the client's written specifications when performing the respective tasks, provided that these have been contractually agreed and the services are provided in accordance with the applicable rules of IT data processing.
- 3.2 Nothing in VI2VA's offer or these General Terms and Conditions shall be construed as a guarantee within the meaning of Section 276 of the German Civil Code (BGB), unless there is an express written reference to Section 276 BGB. Otherwise, it shall merely constitute a warranty. The information contained in the documentation, brochures, or project descriptions does not constitute a guarantee.
- 3.3 Minutes shall be taken of agreements specifying contractual conditions, in particular the subject matter of the service. The minutes shall be binding on both parties if they are signed by a person authorized to represent each party or designated in writing as project manager/contact person.
- 3.4 VI2VA will use the latest firewalls and virus scanners when providing its services.

- 3.5 VI2VA may use subcontractors to perform the services, but shall remain directly responsible to the client at all times.
- 3.6 Working days are Monday through Friday, excluding official holidays. The holidays of the federal state in which VI2VA has its headquarters apply.

4. Employee qualifications / Right to issue instructions

- 4.1 VI2VA decides at its own discretion which employees it deploys and reserves the right to replace employees at any time.
- 4.2 VI2VA determines the planning of task fulfillment. Even if the service is provided at the client's location, VI2VA alone has the right to issue instructions to its employees.

5. Obligations of the client

- 5.1 The client shall provide the software systems required for the provision of services in accordance with the requirements of VI2VA. If the service is provided at a location of the client, the client shall create the necessary conditions in a timely and complete manner (workplace, work equipment, computer time, access to hardware and software as well as its licensing, etc.), whereby no integration of VI2VA employees into the business shall take place.
- 5.2 The client shall appoint a project manager as its authorized representative, who shall be responsible for all project activities, establish all contacts, and make or bring about all decisions that are necessary and appropriate for the immediate progress of the work.
- 5.3 The client shall support VI2VA to the extent necessary, in particular upon separate request by VI2VA, in the provision of services. In particular, the client shall provide suitably qualified personnel for the duration of the project to clarify technical and organizational issues, so that continuous project work is ensured.
- 5.4 All services, dates, and prices stated in the offer are subject to the timely placement of the order and the free, timely, and compliant provision of cooperation and materials by the client.
- 5.5 If the client or a third party commissioned by the client fails to provide the cooperation and supplies, or does so inadequately or late, the client shall reimburse VI2VA for any additional expenses incurred. If necessary, other contractual provisions shall also be adjusted appropriately by mutual agreement.

6. Deadlines, default on the part of the client, force majeure

- 6.1 The performance dates specified in the respective offer from VI2VA shall apply.
- 6.2 If the client is responsible for delays, in particular by failing to fulfill obligations in accordance with Section 5 or by not fulfilling them on time, the agreed execution dates shall be postponed accordingly. The resulting postponements shall not constitute a delay on the part of VI2VA. The resulting waiting/downtime shall be borne by the client and invoiced on a time and material basis.
- 6.3 If a date has been agreed upon for the provision of a service and VI2VA is unable to meet this date due to force majeure, all claims of the client against VI2VA arising from this delay shall lapse. Force majeure shall be deemed to exist if the service is disrupted due to events, actions, or omissions beyond the reasonable control of VI2VA. Force majeure includes, in particular, strikes, lockouts, natural disasters, epidemics, hostage-taking, war, unrest, terrorism, and sabotage. The agreed execution deadlines shall be extended accordingly. If the hindrance or interruption occurs for the aforementioned reasons at subcontractors of VI2VA, the agreed execution deadlines shall be extended accordingly.

VI2VA, this provision shall apply accordingly.

7. Amendment procedure

- 7.1 All changes relating to the scope of services, deadlines, and the client's cooperation and provision of resources shall be carried out using the following change procedure:
- i. A change request (CR) shall be submitted in writing either by the client's project manager to the responsible contact person at VI2VA or vice versa.
 - ii. The CR is reviewed by VI2VA and its implementation is evaluated in terms of its impact on costs. This evaluation is sent to the client's project manager.
 - iii. The client's project managers and the VI2VA contact person shall jointly decide whether and when the CR will be implemented. The implementation of the CR must be agreed in writing by both parties.
 - iv. If a CR is rejected or not implemented within
- 7.2 20 working days of the client's project manager after receipt of the evaluation in accordance with lit (ii), it shall be deemed not to have been completed, with the result that the work shall be continued in accordance with the existing contract.
- 7.3 If a CR results in an increase or decrease in costs or has an impact on the project plan, these effects shall be taken into account in a supplementary agreement between the client and VI2VA. Any additional expenses incurred shall be reimbursed by the client to VI2VA.

8. Rights of use

- 8.1 If and to the extent that individual work results arise from the service within the scope of the contract in accordance with Section 2, VI2VA grants the client, upon full payment for the services rendered, the exclusive, temporally, materially, and spatially unrestricted and transferable right for all known and future types of use, including the right to edit.
- 8.2 VI2VA grants the client a simple, transferable right of use, unlimited in terms of time, subject matter, and location, for templates and frameworks to be used in the service in accordance with the offer, which VI2VA also licenses to third parties (currently or in the future), upon full payment.
- 8.3 The client shall not receive any rights of use to the processes and development tools developed and used by VI2VA.
- 8.4 If VI2VA supplies third-party software, the end user license terms of the third party shall apply exclusively in this respect. No further rights are granted.
- 8.5 The offer submitted by VI2VA and the documents and information submitted together with the offer remain the property of VI2VA until the order is placed with VI2VA. The offer and/or the accompanying documents or any copies/duplicates thereof may not be passed on to third parties. The same applies to ideas, suggestions, and concepts embodied or presented in the offer documents. Any use outside the scope of reviewing and evaluating the offer requires prior written agreement.

9. Remuneration

- 9.1 Unless otherwise agreed in writing, all services—working hours, travel time, and other services, including travel and accommodation expenses—will be invoiced according to expenditure

in accordance with the agreed prices and conditions or the prices and conditions listed in VI2VA's written offer.

- 9.2 Any cost estimates or other price information provided, and any price volumes that can be derived from them, are non-binding. The quantity estimates on which an estimate is based are based on an assessment of the required scope of services, taking into account empirical values. If, in the course of providing the services, VI2VA determines that the quantity estimates or price volumes will be significantly exceeded, it shall inform the client immediately in writing.
- 9.3 Travel times, travel expenses, and accommodation costs are calculated based on the place of work of the VI2VA employee. Travel times and expenses are incurred for travel between the employee's place of work and the client's respective place of work or between different places of work of the client.
- 9.4 Unless otherwise agreed in individual contracts, invoicing shall be based on the submission of the usual VI2VA activity reports. The client may only object to the findings therein in writing within two weeks of receipt of the evidence.
- 9.5 Payments are due within 30 calendar days of the invoice date. No discounts are granted.
- 9.6 Payments by the client shall only be deemed to have been made once the amount has been credited to VI2VA's account.
- 9.7 All prices are subject to the statutory sales tax applicable at the time of service provision.
- 9.8 Offsetting against claims of VI2VA is only permitted with undisputed or legally established claims. The assignment of claims to third parties is not possible.
Section 354a of the German Commercial Code (HGB) remains unaffected by this.
- 9.9 Rights of retention or other rights to refuse performance may only be asserted against VI2VA to the extent that they are based on the same contractual relationship from which VI2VA asserts claims against the client.
- 9.10 If agreed and scheduled services cannot be provided for reasons for which VI2VA or its subcontractors are not responsible, the waiting/downtime shall be invoiced to the client accordingly. If VI2VA deploys the employees affected by waiting/downtime elsewhere, the claim for remuneration shall be reduced by the income generated elsewhere.

10. Poaching

- 10.1 During the term of the contract and for twelve months after its termination, the contracting parties shall refrain from actively poaching or having poached employees of the other party who have performed services within the scope of the contract between the parties.
- 10.2 For each case of violation of the above prohibition on poaching, the parties undertake to pay the other party without delay a contractual penalty in the amount corresponding to the gross salary of the respective employee within the last twelve months prior to his or her termination, but at least €25,000 per case.

11. Confidentiality

- 11.1 The contracting parties undertake to treat all knowledge, confidential information, and trade secrets of the other contracting party obtained in the course of fulfilling the contract as confidential for an unlimited period of time, in particular even after the end of the cooperation. This includes, in particular, technical and non-technical information, data, ideas, inventions, trade secrets, and/or know-how, as well as other information that is marked as confidential or recognizable as such.
- 11.2 The contracting parties are mutually obliged to treat all confidential information and

not to disclose confidential material to third parties and to take all reasonable precautions to protect its confidentiality. Employees of VI2VA or its group companies are not considered third parties if and to the extent that they require confidential information for the conclusion of this contract or for the performance of their duties.

- 11.3 The confidentiality obligation does not apply to confidential information and trade secrets that
- a. were already publicly known at the time of disclosure or become publicly known thereafter without any breach of the above provisions being a contributing factor,
 - b. was disclosed by a contracting party with express reference to its non-confidentiality,
 - c. was already in the lawful possession of the other contracting party prior to disclosure,
 - d. was independently developed by the recipient of the information without any breach of confidentiality obligations, or
 - e. must be disclosed due to legal regulations, judicial or official orders (in which case one party shall immediately notify the other party thereof, if and to the extent permitted by law).

The burden of proof for the existence of one of the above exceptions shall be borne by the party invoking it.

- 11.4 VI2VA is entitled to name the client as a reference customer with the client's prior written consent. The client may only refuse to give their consent for good cause and may revoke consent once it has been given. The information may also be provided online, for example on the contractor's company website, including the display of the client's company logo. For this purpose, the client grants the contractor a simple, non-transferable right of use, unlimited in time and space, with regard to the name and trademark rights required for this purpose.

12. Data protection

- 12.1 The parties shall oblige their employees to observe and comply with the provisions of the Federal Data Protection Act.
- 12.2 In addition, the parties shall, if and to the extent necessary for the performance of the contract, conclude separate agreements on commissioned data processing or, in the case of a commissioned data processing agreement in third countries, agree on EU standard contractual clauses.

13. 's property rights of third parties

- 13.1 VI2VA assumes no liability under service contracts for the respective performance result sought by the client and its achievement, in particular that it is free of third-party property rights or does not infringe such rights. The client is responsible for ensuring that the respective performance result is free of errors and usable.

14. Liability and compensation for damages

- 14.1 VI2VA shall be liable without limitation for damages caused intentionally or through gross negligence, in the event of fraudulent concealment of defects, in the event of the assumption of a guarantee, for claims based on the Product Liability Act, and for injury to life, limb, or health.
- 14.2 Furthermore, VI2VA shall only be liable for damages resulting from a breach of duty due to simple negligence, the observance of which is of particular importance for achieving the purpose of the contract (cardinal obligation) and provided that the damages are typical and foreseeable due to the contractual use of the software. The same applies in the event of a breach of tort law.

- . The same applies in the event of a tortious infringement.
- 14.3 In cases pursuant to Section 14.2, VI2VA's liability shall be limited to the amount of the order volume or EUR 1 million, whichever is lower.
- 14.4 Subject to Sections 14.1 and 14.2, VI2VA shall only be liable for the restoration of data if the customer has regularly made backup copies in accordance with the risk involved and has ensured that the data from these backup copies can be reconstructed with reasonable effort. Any further liability for data loss is excluded.
- 14.5 Subject to Sections 14.1 and 14.2, VI2VA shall not be liable for direct or indirect financial or consequential damages, in particular for loss of production, business interruption, and loss of profit.
- 14.6 Claims for damages by the client shall become time-barred after one year, unless a shorter period has been agreed and subject to clauses 14.1 and 14.2. The period shall commence at the end of the year in which the claim arose and the client became aware of the circumstances giving rise to the claim and the identity of the debtor, or could have become aware of them without gross negligence.
- 14.7 The above provisions shall also apply in favor of VI2VA's employees and vicarious agents.

15. Term/Termination

- 15.1 The term of the contract is specified in the VI2VA offers.
- 15.2 The contract can be terminated by either party with four weeks' notice to the end of the month, provided that remuneration is based on actual expenditure.
- 15.3 The contracting parties may terminate the contract at any time without notice for good cause. Good cause for extraordinary termination shall be deemed to exist in particular if the other contracting party
- 15.4 is in default of payment of the remuneration; or
- 15.5 violates the non-solicitation clause or the confidentiality obligation.
- 15.6 Any termination must be made in writing.

16. Final provisions

- 16.1 The offer and these GTC contain the complete agreements between the contracting parties regarding the subject matter of the contract. In the event of contradictions between the offer of VI2VA and the GTC, the offer shall take precedence over the GTC.
- 16.2 No verbal side agreements have been made. Any statements made by either party during contract negotiations are invalid unless they have been incorporated into the contract in writing.
- 16.3 Should parts of the respective contract or these general terms and conditions be or become invalid, this shall not affect the remaining provisions. The contracting parties undertake to replace the invalid or void parts with economically equivalent, legally valid provisions that come as close as possible to the economic purpose pursued by the invalid provisions.
- 16.4 The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods. Unless otherwise agreed, the place of performance for all services owed by VI2VA is Frankfurt am Main.
- 16.5 The place of jurisdiction for all disputes arising in connection with the performance of the contract is Frankfurt am Main.

16.6 The authoritative text is the German version. In the event of contradictions between the German and English versions, the German version shall therefore take precedence.

As of February 2026