

General Terms and Conditions of **baramundi software GmbH**, Forschungsallee 3, 86159 Augsburg, Germany, hereinafter referred to as "baramundi," for the provision of consulting services.

§ 1 General

(1) The following General Terms and Conditions apply to the business relationship between baramundi and the customer insofar as baramundi performs consulting services for the customer. The version valid at the time of conclusion of the contract shall be decisive. Even if this is not expressly stated again when concluding similar contracts, the General Terms and Conditions of baramundi in the version made available to the customer at the time of submission of the customer's declaration shall apply exclusively, unless the contracting parties expressly agree otherwise.

(2) Customers within the meaning of these Terms and Conditions are exclusively entrepreneurs. Entrepreneurs within the meaning of these Terms and Conditions are natural or legal persons or partnerships with legal capacity who, when concluding the legal transaction, are acting in the exercise of their commercial or independent professional activity.

(3) Individual contractual agreements take precedence over these General Terms and Conditions. Deviating, conflicting, or supplementary general terms and conditions shall not become part of the contract unless their validity is expressly agreed to.

§ 2 Conclusion of contract

(1) All offers made by baramundi are subject to change and non-binding, unless expressly stated otherwise in the respective offer. Minor technical deviations are reserved within reasonable limits.

(2) The customer may commission baramundi to perform consulting services or workshops by email, fax, or in writing. The contract is concluded when the customer declares the commission to baramundi and baramundi confirms acceptance of the commission. The customer's order constitutes a binding offer to conclude a contract for consulting services. Unless otherwise agreed between the parties, baramundi is entitled to accept the contractual offer contained in the order within one week of receipt. Acceptance can be declared in writing or by any other declaration that clearly expresses the intention to accept the order. A legally binding contract is generally concluded when both parties sign the contract or when baramundi confirms the order in writing.

(3) Separate contracts must be concluded for deliveries and services of other kinds (e.g., software licensing, software maintenance).

§ 3 Subject matter of the contract

(1) The subject matter of the order placed with baramundi within the scope of consulting services is the agreed activity, not the achievement of a specific personal or economic success. baramundi does not provide advice on the legally correct or economically sensible licensing of the customer's software inventory.

(2) baramundi may be obliged to take into account change requests from the customer with regard to the consulting service, provided that this is reasonable within the scope of its operational capacities, its technical orientation, in particular with regard to the effort and time planning involved, and taking into account the interests of the customer. If the examination of the possibilities for change or the implementation of the desired changes affect the terms of the contract, in particular the effort required by baramundi or the schedule, the parties shall agree on an appropriate adjustment of the terms of the contract, in particular with regard to remuneration and scheduling. Unless otherwise agreed and provided that this does not result in any immediate disadvantages for the customer, baramundi shall continue its activities in this case to the original extent, safeguarding the interests of the customer, until the contract is adjusted.

Address

baramundi software GmbH
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Managing Director

Dr. Lars Lippert
Michael Huber

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§ 4 Accompanying materials

All accompanying materials or other work materials are regularly protected by copyright. If the customer is provided with written accompanying material for the services booked by the customer, this may not be reproduced, distributed, or made publicly available without the consent of baramundi. baramundi regularly grants only the simple, spatially and temporally unlimited, non-transferable, and non-sublicensable right to use the accompanying materials for the contractually intended purpose. In particular, commercial use of the content is prohibited.

§ 5 Consulting services

(1) Unless otherwise agreed in individual contracts, baramundi provides consulting services during normal business hours, currently Monday to Friday from 9:00 a.m. to 5:30 p.m. Central European Time (CET/CEST) applies, taking into account the statutory holiday regulations in Bavaria, including August 8 (Augsburg Peace Festival).

(2) baramundi employees on site are not regularly subject to the customer's instructions. baramundi reserves the right to select the employees who provide the services. baramundi assigns the respective employees to the processing of orders in accordance with its internal organization. baramundi will endeavor to comply with the customer's request to have the order carried out by specific employees in accordance with its own internal organization. However, the customer has no legal claim to this.

(3) Consulting services are calculated according to man-day rates based on an eight-hour day in accordance with the underlying consulting offer. Billing is always in half days (≤ 4 hours) or full days (> 4 hours). For services on Saturdays, Sundays, or public holidays, a surcharge of 100% of the man-day rate will be applied.

§ 6 Remuneration

(1) The prices quoted by baramundi are binding for a period of 12 months. Commissioned consulting services or workshops must be called up within 12 months of acceptance of our offer. Prices are generally exclusive of statutory sales tax and any other levies, and, in the case of consulting services performed on site at the customer's premises, plus travel expenses, accommodation, and other expenses as incurred or agreed.

(2) Unless otherwise specified, the fee for the consulting service booked includes the performance of the respective service and any documents required for this purpose.

(3) Customers may pay the remuneration owed on a regular basis upon receipt of an invoice. Unless otherwise agreed between the parties, the customer must pay the remuneration within 14 days of receiving the order confirmation or invoice. After this period has expired, the customer is in default of payment. The customer must accept the agreed payment terms. During the period of default, the customer shall pay interest on the debt at a rate of 9 percentage points above the base rate. baramundi reserves the right to claim higher damages for default.

(4) In the event of default in payment, baramundi shall be entitled, subject to further claims, to temporarily block access to the agreed services in whole or in part. The customer shall be informed of this immediately by email.

(5) The customer shall only be entitled to offset claims if their counterclaims have been legally established, recognized, or not disputed by baramundi. The customer's right to offset contractual and other claims arising from the initiation or execution of this contractual relationship remains unaffected by this. The customer may only exercise a right of retention if their counterclaim is based on the same contractual relationship.

§ 7 Time and place of performance

(1) baramundi shall provide the services on the dates agreed with the customer in each individual case.

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(2) The place of performance for services is the place where the service is to be provided. Otherwise, the place of performance for all services arising from and in connection with this contract is the registered office of baramundi.

(3) baramundi is entitled to make partial deliveries, provided that a partial delivery is reasonable for the customer, taking into account its interests. This shall not result in any additional costs for the customer.

(4) If performance periods are agreed between the parties, these shall be extended by the period during which the customer is in default of payment under the contract and by the period during which baramundi is prevented from delivering or performing due to circumstances for which it is not responsible, such as force majeure and labor disputes. Delivery and performance times may also be extended by the period during which the customer acts in breach of contract by failing to fulfill its obligations to cooperate, e.g., by not providing essential information necessary for the performance of the service, not providing access, not supplying equipment, or not making employees available.

(5) If the contracting parties subsequently agree on other or additional services that affect the agreed deadlines, these deadlines shall be extended by a reasonable period.

§ 8 Limitations of liability

(1) In the event of slightly negligent breaches of duty, liability shall be limited to the foreseeable, contractually typical, direct average damage. This shall also apply to slightly negligent breaches of duty by the legal representatives or vicarious agents of baramundi. baramundi shall not be liable for slightly negligent breaches of insignificant contractual obligations. However, baramundi shall be liable for breaches of the customer's essential legal positions under the contract. Essential legal positions under the contract are those that the contract must grant the customer according to the content and purpose of the contract. baramundi shall also be liable for breaches of obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may rely.

(2) The above limitations of liability do not affect the customer's claims arising from guarantees and/or product liability. Furthermore, the limitations of liability do not apply in cases of fraudulent intent, breach of essential contractual obligations, or physical injury, damage to health, or loss of life of the customer attributable to the provider.

§ 9 Confidentiality

(1) The contracting parties are obliged to maintain secrecy about trade secrets and other information designated as confidential (e.g. in records, documents, databases) that become known in connection with the execution of the contract and not to use or disclose such information beyond the purpose of the contract without the written consent of the other contracting party.

(2) The receiving contracting party is obliged to take appropriate confidentiality measures for trade secrets and information designated as confidential. The contracting parties are not entitled to obtain trade secrets of the other contracting party by observing, examining, dismantling, or testing the subject matter of the contract. The same applies to other information or objects received during the execution of the contract.

(3) The disclosure of trade secrets and other information designated as confidential to persons who are not involved in the conclusion, execution, or performance of the contract may only take place with the written consent of the other contracting party.

(4) Unless otherwise agreed, the obligation to maintain confidentiality for other information designated as confidential shall end five (5) years after the respective information becomes known, but in the case of continuing obligations, not before their termination. Trade secrets shall be kept secret for an unlimited period of time.

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(5) The contracting parties shall also impose these obligations on their employees and any third parties they may engage.

§ 10 Data protection

(1) The contracting parties shall observe the applicable data protection regulations, in particular those applicable in Germany, and shall separately oblige their employees involved in the contractual relationship and its implementation to maintain data secrecy, unless they are already generally obliged to do so.

(2) If the customer collects, processes, or uses personal data, they shall ensure that they are authorized to do so in accordance with the applicable provisions, in particular data protection provisions, and shall indemnify baramundi against any claims by third parties in the event of a violation.

(3) Personal data collected by baramundi in the course of performing its contractual obligations shall be treated confidentially and shall only be collected, processed, and used to the extent permitted by data protection regulations or to the extent consented to by the customer. If an agreement on commissioned data processing is required for this purpose, baramundi shall make this available to the customer for conclusion. The customer is responsible for obtaining the declarations of consent required by its customers and contractual partners in accordance with the provisions of data protection laws.

§ 11 Amendments to these General Terms and Conditions

(1) baramundi reserves the right to amend these General Terms and Conditions at any time, subject to a reasonable notice period of at least six (6) weeks. baramundi shall notify the customer of any such amendment in writing.

(2) If the customer does not object, the amended terms and conditions shall be deemed accepted. In the event of an objection, the contract shall continue unchanged under the previous terms and conditions, but baramundi shall be entitled to terminate the contract in the ordinary manner.

§ 12 References

baramundi is entitled to include the customer's name, company logo, and, if applicable, other publicly available information in a list of references, which will also be published on the Internet. Other advertising references must be agreed upon with the customer in advance. The customer is entitled to object to the use of this information in the future.

§ 13 Law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

(2) If the customer is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising from this contract shall be the court responsible for baramundi's place of business, unless an exclusive place of jurisdiction exists. However, baramundi shall also be entitled to sue the merchant at the court of his place of residence or business. The jurisdiction based on an exclusive place of jurisdiction remains unaffected by this.

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