

General Terms and Conditions of **baramundi software GmbH**, Forschungsalley 3, 86159 Augsburg, Germany, hereinafter referred to as "baramundi," for the sale and use of software products.

§ 1 General

(1) The following General Terms and Conditions apply to the business relationship between baramundi and the customer, insofar as the customer purchases software from baramundi. They apply to the sale of software, to services agreed upon within the scope of the corresponding purchase contract, and to pre-contractual obligations. 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 shall apply exclusively in the version made available to the customer at the time of submission of the customer's declaration, 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.

(4) Upon purchase of the software, the customer must also conclude a software maintenance agreement with regard to its maintenance. The General Terms and Conditions for Software Maintenance apply in this regard.

§ 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. Before concluding the contract, the customer must check whether and to what extent the specifications of the respective software meet their wishes and requirements. They must keep themselves informed about the essential functional features and conditions of the software.

(2) The customer may order the software by email, fax, or in writing. The customer's order constitutes a binding offer to conclude a contract for the purchase of the software to the extent desired by the customer. 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. Acceptance is deemed to have taken place when baramundi provides the ordered service. A legally binding contract is generally concluded when both parties sign the contract or when baramundi confirms the order in writing.

(3) The contract is concluded subject to the proviso that, in the event of incorrect or improper delivery to baramundi, baramundi shall not be obliged to perform or shall only be obliged to perform in part. This shall only apply if baramundi is not responsible for the non-delivery and has taken the necessary care to conclude a specific covering transaction. baramundi shall make every reasonable effort to provide the service. Otherwise, the consideration will be refunded immediately. In the event of unavailability or only partial availability, the customer will be informed immediately.

(4) Separate contracts must be concluded for deliveries and services of a different nature (e.g., consulting for the setup and installation of the software).

§ 3 Subject matter of the contract

(1) The subject matter of the contract is the delivery of software to the customer for use and the granting of the corresponding rights of use in accordance with these General Terms and Conditions, the product descriptions of baramundi, and any individual contractual agreements made by the parties within the scope of the order.

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(2) System and compatibility requirements for supported platforms and operating systems are regularly based on the hardware and software environments of the customer proposed by baramundi. The system requirements existing at the time of conclusion of the contract can be viewed at <https://www.baramundi.com/en/resources/system-requirements/>. It is expressly pointed out that the trouble-free and unrestricted quality and functionality of the software is also regularly dependent on software components from third-party providers. Any changes to such software components or to the customer's hardware and software environments may lead to restrictions in the functionality of the software to be delivered by baramundi. The availability and freedom from defects of hardware and software not originating from baramundi is generally not guaranteed.

(3) The specific scope of services, type and quality of deliveries and services, and the specific functional scope of the software are determined by the agreements made between the parties in each individual case in accordance with the contract offer contained in the order and the corresponding order confirmation by baramundi. The nature and functionality of the software are otherwise determined by the corresponding service description, which is not to be understood as a guarantee. A guarantee is only granted if it has been expressly designated as such.

(4) The customer is entitled to transfer of ownership of the software consisting of the machine program and corresponding online documentation, which, among other things, describes how to use the software. The technology used to deliver the software is based on the agreements made between the parties. Unless otherwise agreed, the software consisting of the machine program and online documentation will be provided via the Internet.

(5) The customer shall have no claim to the transfer of the source code.

(6) baramundi shall provide all deliveries and services in accordance with the current state of technology at the time the contract is concluded. In the event of a change in the state of technology, baramundi reserves the right to make reasonable changes to the services.

§ 4 Rights of use

(1) The customer has the non-exclusive right to use the software in its unmodified form within the scope of the agreed type of use on the devices for which it is intended. The software may only be used by the maximum number of authorized users (so-called clients) in accordance with the software license purchased by the customer.

(2) The customer may make one copy of each software product for data backup purposes. In doing so, they must reproduce alphanumeric identifiers, trademarks, and copyright notices unchanged, insofar as reproduction is permitted, and keep records of the whereabouts of the copies. Documentation may not be reproduced.

(3) The customer may use the software on any hardware available to them. However, if they change the hardware, they must delete the software from the hardware previously used.

(4) The customer may reproduce the delivered software product to the extent that the respective reproduction is necessary for the use of the software. The necessary reproductions also include the installation of the software on the mass storage device of the hardware used and loading it into the working memory.

(5) The customer shall ensure that the products, their copies, and the documentation are not passed on to third parties without the written consent of baramundi. Any use beyond the contractual agreements, taking into account these General Terms and Conditions, is generally not permitted. The customer is generally not permitted to allow third parties to use the software beyond the contractual agreements.

(4) This granting of rights of use does not imply any further acquisition of rights. The customer may not circumvent or remove any digital rights management (DRM) systems, other technical security measures, and/or rights management information that may be used.

(5) The customer is entitled to decompile and reproduce the software only in accordance with Sections 69d (3) and 69e of the German Copyright Act (UrhG), insofar as this is necessary to ensure the interoperability of the

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software with other programs. However, this only applies if baramundi has not provided the customer with the necessary information upon request within a reasonable period of time.

(6) If the customer uses the 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 licenses acquired), they shall immediately acquire the rights of use necessary for permitted use. If they fail to do so, baramundi shall assert its rights.

(7) Ownership of delivered items and rights of use shall only pass to the customer upon full payment of the contractual remuneration. Prior to this, the customer shall only have a provisional, contractual, and revocable right of use.

(8) baramundi may terminate rights of use for good cause. Good cause shall be deemed to exist in particular if baramundi cannot reasonably be expected to continue to adhere to the contract, in particular if the customer fails to pay the remuneration or violates these General Terms and Conditions in a significant manner.

(9) If the rights granted herein do not arise or if they end, baramundi may demand that the customer return the items provided or provide written assurance that they have been destroyed, as well as the deletion or destruction of all copies of the items and written assurance that this has been done.

§ 5 Obligations of the customer

(1) The customer is obliged to examine the software delivered by baramundi or have it examined by an expert in accordance with commercial law immediately upon delivery or upon making it available, and to report any defects found, providing a detailed description of the error. The customer must thoroughly test the software for proper use before beginning productive use.

(2) The customer shall promote the proper use of the software through active and appropriate cooperation. The customer shall provide baramundi with the information and data necessary for the proper performance of its services. The customer is responsible for ensuring that the technical requirements for the use of the subject matter of the contract are met, in particular with regard to the hardware and software used, the connection to the Internet, and current browser software.

In addition, the customer must perform regular data backups and use up-to-date virus protection software. baramundi is not liable for virus damage that could have been prevented by using appropriate software. The limitations of liability set out in these General Terms and Conditions also apply in this regard.

(3) The customer must take appropriate precautions in the event that the software does not function properly, either in whole or in part (e.g., by backing up data, diagnosing malfunctions, regularly checking results, and planning for emergencies). It is the customer's responsibility to ensure the functionality of the software's working environment.

(4) The customer must comply with the applicable law of the Federal Republic of Germany, in particular data protection and youth protection regulations, criminal law provisions, and these General Terms and Conditions. In particular, the customer is responsible for:

- (a) protecting the access data provided and the corresponding identification and authentication mechanisms from access by unauthorized third parties and not passing them on to such third parties;
- (b) not infringing on the rights of third parties, in particular copyrights and ancillary copyrights, trademark rights, patent rights, other property rights, and personal rights;
- (c) respecting the privacy of others, i.e. not to disseminate any defamatory, threatening, violent, harassing, harmful, racist, or otherwise reprehensible content;
- (d) not executing any applications that could lead to a change in the physical or logical structure of the networks, such as viruses;
- (e) not using the infrastructure provided to them for unauthorized advertising purposes, in particular for the unsolicited transmission of electronic mail.
- (f) in the event of the transmission of the software or parts of the software to other countries, not violating the applicable export regulations and possible sanctions.

§ 6 Remuneration

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(1) The prices quoted by baramundi are binding. Prices are generally exclusive of statutory sales tax and any other applicable taxes.

(2) On April 1, our list prices are adjusted annually by 3% compared to the previous year. For extensions and additional services, the prices valid at the time of ordering apply; these are invoiced pro rata to the current contract.

(3) Customers can pay the amount owed regularly on account. Unless otherwise agreed between the parties, the customer must pay the total price within 14 days of receiving the order confirmation or invoice. After the agreed payment deadlines have expired, the customer is in default of payment. During the period of default, the customer shall pay interest on the debt at a rate of 9 percentage points above the base interest rate. baramundi reserves the right to claim higher damages for default.

(4) The customer shall only have a right to offset 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 is entitled to make partial deliveries, provided that a partial delivery is reasonable for the customer, taking into account their interests. This shall not result in any additional costs for the customer.

(2) If performance times 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 industrial action. 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.

(3) 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.

(4) The place of performance for all services arising from and in connection with this contract is the registered office of baramundi.

§ 8 Blocking of access

(1) baramundi reserves the right to delete information from servers and block user accounts if these General Terms and Conditions are violated. In the event of a violation of applicable laws, baramundi is entitled to forward the relevant information to the competent government authorities.

(2) baramundi reserves the right to temporarily block access to the agreed services in whole or in part if and to the extent that the customer uses these services unlawfully or violates the obligations set forth in these General Terms and Conditions. The customer will be informed of this immediately by email.

§ 9 Indemnification

baramundi is generally not responsible for the customer's own content. In particular, baramundi is not obligated to check the content for possible legal violations. The customer shall indemnify baramundi against all justified claims asserted against it by third parties due to the violation of their rights and for which the customer is responsible. In this regard, the customer shall also bear the costs of baramundi's legal defense, including all court and attorney's fees in the amount of the statutory fees. The customer shall grant baramundi a reasonable advance payment for this purpose.

§ 10 Warranty

(1) baramundi shall initially provide warranty for defects in the goods at its discretion by repair or replacement.

(2) If the subsequent performance fails, the customer may, at its discretion, demand a reduction in payment (abatement), rescission of the contract (withdrawal), or compensation in lieu of performance. In the case of only minor defects, the customer shall not be entitled to withdraw from the contract, taking into account the interests of both parties. Instead of compensation in lieu of performance, the customer may demand reimbursement of futile expenses within the scope of § 284 BGB (German Civil Code) which he incurred in reliance on receiving the goods and which he was reasonably entitled to incur. If the customer chooses compensation in lieu of performance, the limitations of liability pursuant to these General Terms and Conditions shall apply.

(3) The customer must report obvious defects in the delivered goods within a period of two (2) weeks from receipt of the goods; otherwise, the assertion of warranty claims is excluded. Timely dispatch or notification is sufficient to meet the deadline. For merchants, § 377 HGB (German Commercial Code) applies.

(4) In principle, only the performance description provided by baramundi shall be deemed agreed as the quality of the goods. Public statements, promotions, or advertising do not constitute a contractual quality of the goods.

(5) The warranty period is one (1) year from delivery. The one-year warranty period does not apply if baramundi is guilty of gross negligence, nor in the event of physical injury or damage to health attributable to baramundi and in the event of loss of life of the customer, in the event of a guarantee, or in the event of delivery recourse in accordance with §§ 478, 479 BGB (German Civil Code). baramundi's liability under the Product Liability Act remains unaffected by this.

(6) The regular limitation period applies if baramundi has fraudulently concealed a defect.

(7) baramundi does not give any guarantees to the customer in the legal sense, unless expressly agreed otherwise.

(8) Any content posted by the customer on the infrastructure provided by baramundi is third-party content. The customer is legally responsible for this content.

(9) Data communication via the Internet cannot be guaranteed to be error-free and/or available at all times according to the current state of technology. Therefore, baramundi does not assume any liability for technical defects for which it is not responsible, in particular for the constant and uninterrupted availability of the databases and their content or for the complete and error-free reproduction of any content posted by the customer.

§ 11 Limitations of liability

(1) baramundi accepts no liability for the uninterrupted availability of systems or for system-related failures, interruptions, and malfunctions of technical equipment and services for which baramundi is not responsible. In particular, baramundi is not liable for disruptions to the quality of access to its services due to force majeure or events for which it is not responsible. This includes, in particular, strikes, lockouts, lawful internal industrial action, and official orders. This also includes the complete or partial failure of the communication and network structures and gateways of other providers and operators required for baramundi to provide its own services. baramundi is entitled to postpone the service incumbent upon baramundi for the duration of the event preventing the provision of services plus a reasonable start-up period. baramundi accepts no liability for minor interruptions.

Furthermore, baramundi accepts no liability for data loss or hardware malfunctions caused by incompatibility of the components on the customer's end devices or IT systems with the new or modified hardware and software, or for system malfunctions that may arise from existing misconfigurations or older, disruptive drivers that have not been completely removed, provided that baramundi is not responsible for these.

(2) In the event of slightly negligent breaches of duty, liability shall be limited to the average damage that is foreseeable, typical for the contract, and direct, depending on the type of goods. This also applies to slightly negligent breaches of duty by baramundi's legal representatives or vicarious agents. 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 which the contract must grant to 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.

(3) The above limitations of liability do not affect claims by the customer arising from guarantees, product liability, or data protection violations. 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 baramundi.

(4) baramundi shall not be liable for the loss of data and/or programs insofar as the damage is due to the customer's failure to perform a data backup and thereby ensure that lost data can be restored with reasonable effort.

§12 Confidentiality

(1) The contracting parties are obliged to maintain confidentiality regarding 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 scope 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.

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

§ 13 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) If the customer collects, processes, or uses personal data in the course of using the contractual services provided by baramundi without this being permitted under applicable data protection regulations or other legal provisions, the customer must obtain the necessary consent from the respective data subject. Personal data is data that contains information about the personal and factual circumstances of an identified or identifiable person.

(4) 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 that the customer consents to this.

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§ 14 Telemetry data

The contractual software may transmit product data to baramundi via telemetry in accordance with the online documentation, provided that this is expressly stated therein or that the customer can view this on a bConnect interface. Personal data of the user—in particular the IP address—is not transmitted via telemetry. baramundi remains obligated to fulfill any data protection information obligations and other data protection obligations that may nevertheless be required. baramundi receives from the customer the worldwide, exclusive, irrevocable right, unlimited in terms of time, space, and content, to use this data itself for the improvement of the software and for support purposes. This data will not be passed on to third parties for independent use.

§ 15 Mobile devices

(1) Insofar as baramundi's software is used to access mobile devices within the scope of contract fulfillment and contract processing, the customer is responsible for ensuring that the property rights of the respective users or other third parties are not infringed. In this respect, the customer must also ensure that it has the necessary declarations of consent for such access, insofar as the mobile devices in question are not its property.

(2) It is not the responsibility of baramundi to assess the extent to which access to the device or mobile device is permissible and lawful by means of data separation and appropriate configuration. The customer must check for themselves to what extent the use of functions, e.g., baramundi Mobile Devices, appears to be permissible. In particular, the customer is responsible for taking into account any restrictions under labor law or data protection law when controlling and monitoring employees' mobile devices used for work purposes.

§ 16 Implementation of certificates

The use of baramundi software regularly requires the implementation of certain certificates. Such certificates can be used to verify certain characteristics of persons or objects by means of encryption software using cryptographic methods. The specific certificates required are listed in the baramundi product descriptions. Unless baramundi expressly provides the customer with the relevant certificates or the parties have otherwise agreed otherwise, the customer is primarily responsible for such certificates.

§ 17 References

baramundi is entitled to include the customer's name, company logo, and, if applicable, other publicly available information in a reference list that is also 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.

§ 18 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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