

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

§ 1 General

(1) The following General Terms and Conditions apply to the business relationship between baramundi and the customer insofar as baramundi provides maintenance 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 provide maintenance services by email, fax, or in writing. The customer's order constitutes a binding offer to conclude a contract for the maintenance of the software. 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 requested service. 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, consulting for setting up and installing the software).

§ 3 Definitions

Software refers to all components purchased by the customer from baramundi and the associated services within the scope of a separate contract to be concluded for the sale and use of software products. Reference is made to baramundi's General Terms and Conditions for the sale of software.

A release is the main version of a software product, which is identified by a single year or a combination of a year and a sequential number after the letter "R", e.g. Release 2025 (synonymous with Release 2025 R1) or Release 2025 R2. In the technical version identifier, this corresponds to the first two numbers (e.g., 25.1 and 25.2). A release typically includes both functional enhancements and bug fixes.

An update is the version of a software that is defined by a sequential numbering after the term "Update" or the letter "U" (e.g., 2025 R2 U1) or security updates are designated with the letter "S" (e.g., 2025 R2 S1). An update primarily contains bug fixes.

An updated release is a release with the latest update status (highest available update number). If there is no update, the release corresponds to the updated release.

Version is the umbrella term for release and update and identifies a specific software version.

Incident is a malfunction that occurs in connection with the use of the software.

Address

baramundi software GmbH
Forschungsallee 3
86159 AUGSBURG

Managing Director

Dr. Lars Lippert
Michael Huber

Registry Court

Augsburg
HRB No. 38692

A service request is a request for information, advice, and/or support.

A change request is a request for a change to the software.

A ticket is used to record an incident, service request, or change request. This is done via phone call or email from the customer. Several tickets can be recorded during a single phone call. Incidents are identified, logged, and categorized in a ticket.

A final notification is the notification of a) a proposal for resolving an incident, a description of a workaround, or notification to the customer that an incident cannot be resolved, or b) the end of processing a service or change request.

§ 4 Subject matter of the contract

(1) The subject matter of the contract is the provision of maintenance services (software maintenance) with regard to the software provided by baramundi to the customer. Other services such as installation, instruction, training, individual adaptation of the software, or other services are not part of the maintenance service.

(2) baramundi offers the following services as part of its software maintenance:

- The customer will be offered versions of the contractual software that are released during the term of the contract.
- The customer shall receive technical support from baramundi during official support hours to resolve incidents.

(3) The specific scope, type, and quality of maintenance services 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.

(4) baramundi provides software maintenance in accordance with the current state of the art. In the event of a change in the state of the art, baramundi reserves the right to make reasonable changes to the services.

(5) baramundi may provide updated versions of the software. baramundi will inform the customer about updated versions and system requirements and make these available accordingly. In connection with new versions, baramundi is entitled to change their system requirements and compatibility lists within reasonable limits, while fundamentally safeguarding the interests of the customer. Changes will be announced in the release notes. The customer undertakes to use only the new version after a reasonable period of time, which shall not normally exceed three months, unless this is unreasonable. If necessary, the customer shall install the latest version of the software themselves. They may retain earlier versions of the software after the end of productive use for documentation and emergency purposes. baramundi hereby grants them the necessary rights for this purpose.

§ 5 Software maintenance services in detail

(1) In addition to the usual warranty for the software purchased by the customer, baramundi shall provide support services to the customer in the event of incidents in the current release and the previous release. For example, with the release of version 2025 R1, version 2024 R2 will continue to be supported.

(2) Telephone support is available Monday through Friday between 8:30 a.m. and 5:00 p.m. Central European Time (CET/CEST) applies, taking into account the statutory holiday regulations in Bavaria, including August 8 (Augsburg Peace Festival).

(3) Further support and maintenance services, in particular service requests, change requests, or on-site service at the customer's premises, are not covered by telephone support and therefore require a separate express order. As a rule, support services do not include general instruction in software applications and therefore do not replace training courses.

(4) baramundi is not obligated to handle incidents that are not related to the use of software approved by baramundi or that are attributable to insufficient infrastructure (hypervisor, database system, storage, net-

Address

baramundi software GmbH
Forschungsallee 3
86159 AUGSBURG

Managing Director

Dr. Lars Lippert
Michael Huber

Registry Court

Augsburg
HRB No. 38692

work, etc.), do not meet the system requirements, or are caused by third-party modules/configurations (anti-virus software, firewalls, Microsoft patch levels, etc.). The system requirements can be viewed at <https://www.baramundi.com/de-de/ressourcen/systemanforderungen/>.

(5) Response or processing times are not agreed upon in accordance with these General Terms and Conditions for Software Maintenance. baramundi prioritizes tickets according to urgency and importance. baramundi will generally respond immediately in accordance with its internal organization. Any response or processing times beyond this require an express separate agreement between the parties.

(6) baramundi can process tickets in German or English.

(7) baramundi is entitled to change the employee responsible for processing the incident at any time; in exceptional cases, the work may be transferred in whole or in part to third parties.

(8) During the term of the contract, baramundi shall make new versions of the purchased software available to the customer for download. There is no entitlement to the provision of updated versions at specific intervals.

(9) In connection with new versions, baramundi is entitled to change their system requirements and compatibility lists within reasonable limits, while fundamentally safeguarding the interests of the customer. Changes will be announced in the release notes.

§ 6 Rights of use

The customer has the rights specified in the software purchase agreement for the software provided to them. However, they may only use one version productively.

§ 7 Obligations of the customer

(1) baramundi is exempt from the obligation to provide maintenance services to the customer without this affecting the obligation to pay the agreed remuneration, provided that the customer refrains from installing the current or previous release and the delivered software solutions. The customer is responsible for installing software versions themselves.

(2) The maintenance service does not include repairs or increased maintenance costs for the software resulting from use contrary to the contract, use in an environment other than the agreed operating environment, improper use, violation of integrity (e.g., through write access to databases or improper connection of third-party systems bypassing the interfaces provided), external influences, force majeure, or similar circumstances, work on the software that the customer has modified in breach of contract or that has been technically maintained by parties other than baramundi without the prior express consent of baramundi.

(3) The customer shall examine new versions immediately and notify baramundi immediately if the software does not function properly. The customer may provide such notifications by telephone but must also describe the circumstances of the occurrence of the errors and their effects in concrete and sufficient detail in writing.

(4) The customer is obliged to back up data; in particular, a data backup must be performed immediately before installing a new version or implementing a maintenance service, and all data used or generated in connection with the software must be kept in machine-readable form as a backup copy, which enables lost data to be reconstructed with reasonable effort.

(5) If necessary, the customer should provide baramundi with remote access. It cannot be guaranteed that an incident can be handled by telephone.

(6) In the event of incidents, baramundi may require that the symptoms that have occurred, the program, and the system and hardware environment be observed in detail and reported (using forms provided by baramundi), including information useful for troubleshooting, such as the number of users affected, description of the system and hardware environment, and third-party software running at the same time, and documentation. baramundi may also request that any malfunctions detected be made available in a reproducible form on a suitable data carrier.

(7) Telephone support is intended for handling incidents that cannot be resolved by the customer using their own resources. In this context, "own resources" refers to reproducing the malfunction in a test environment, comparing object statuses, and consulting the accompanying documentation, such as help materials or other aids (help texts, documentation, etc.). The customer is generally responsible for acquiring any necessary qualifications for using the appropriate resources. It is expressly pointed out that baramundi offers corresponding training and consulting services. Telephone support can generally only be provided to qualified persons who, if necessary in individual cases, should have completed training courses provided by baramundi (getting started workshops, training courses) if possible.

(8) In order to receive support from baramundi, the customer must name all qualified employees who are authorized to open tickets with baramundi.

§ 8 Remuneration

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

(2) The amount of the monthly remuneration owed is based on the agreement between the parties in accordance with the contract offer contained in the order and the corresponding order confirmation by baramundi. The remuneration is payable annually in advance. On April 1, our list prices are adjusted annually by 3% compared to the previous year. If the remuneration has already been paid in advance (e.g., ongoing maintenance), the price adjustment shall take effect on the next contractual billing date. For extensions and additional services, the prices valid at the time of the order shall apply; these shall be invoiced pro rata to the current contract.

(3) Customers may pay the remuneration owed by 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. 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) Notwithstanding the annual price increase, baramundi reserves the right to adjust the current remuneration payable at its reasonable discretion in line with the development of the costs relevant for the price calculation. A price increase may be considered and a price reduction may be made if, for example, the costs for the procurement of hardware and software as well as energy, the use of communication networks or labor costs increase or decrease, or if other changes in the economic or legal framework conditions lead to a changed cost situation. Increases in one type of cost, e.g., labor costs, may only be used to justify a price increase to the extent that they are not offset by any cost reductions in other areas, such as the costs of hardware and software. In the event of cost reductions, e.g. in hardware costs, baramundi shall reduce its prices to the extent that these cost reductions are not wholly or partially offset by increases in other areas. In exercising its reasonable discretion, baramundi shall choose the respective dates of a price change in such a way that cost reductions are not taken into account according to standards that are less favorable for the customer than cost increases, i.e., cost reductions shall have at least the same effect on prices as cost increases. baramundi shall inform the customer of any changes in fees in writing at least six weeks before the changes take effect.

(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.

§ 9 Term and termination

(1) The contract is concluded for a specific minimum term, which is offered for 1, 3, or 5 years. Unless terminated by one of the parties at the end of the term with three months' notice, the term shall be automatically extended by the period of the originally agreed contract term.

Address

baramundi software GmbH
Forschungsallee 3
86159 AUGSBURG

Managing Director

Dr. Lars Lippert
Michael Huber

Registry Court

Augsburg
HRB No. 38692

(2) In addition, the contract may be terminated by either party without notice for good cause. Good cause entitling baramundi to terminate the contract shall be deemed to exist in particular if the customer fails to make due payments despite reminders and the setting of a grace period, or if the customer infringes baramundi's rights of use by using the software beyond the scope permitted under this contract and fails to remedy the infringement within a reasonable period of time after receiving a warning from baramundi. Good cause shall also be deemed to exist in the event of the customer filing for insolvency. § 312 BGB (German Civil Code) and § 112 InsO (Insolvency Code) remain unaffected. The customer shall inform baramundi in good time of any impending insolvency.

(3) Termination must be made in writing (by email) at a minimum.

§ 10 Performance period and place of performance

(1) 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.

(2) 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.

(3) 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.

§ 11 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.

§ 12 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.

§ 13 Warranty

(1) baramundi warrants that the services provided as part of the maintenance services are free from defects that negate or reduce their value and suitability in relation to the agreed scope of services. Insignificant deviations within reasonable limits shall not be taken into account.

(2) If defects occur during contractual use, the customer is obliged to give baramundi the opportunity to remedy them within a reasonable period of time. The customer must notify baramundi of the defects immediately in a comprehensible form and provide the information necessary to remedy the defects. The customer must support baramundi in remedying the defects within reasonable limits. baramundi does not provide any warranty for defects that cannot be reproduced by baramundi.

Address

baramundi software GmbH
Forschungsallee 3
86159 AUGSBURG

Managing Director

Dr. Lars Lippert
Michael Huber

Registry Court

Augsburg
HRB No. 38692

(3) If, despite repeated efforts, baramundi is unable to remedy the defect or circumvent it in such a way that the software can be used in accordance with the product description, the customer is entitled to demand a reduction in the agreed remuneration or to withdraw from the contract in accordance with the statutory provisions.

§ 14 Limitations of liability

(1) In the case 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 that 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.

(2) 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.

(3) 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.

§15 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 performance 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 processing 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.

§ 16 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.

Address

baramundi software GmbH
Forschungsallee 3
86159 AUGSBURG

Managing Director

Dr. Lars Lippert
Michael Huber

Registry Court

Augsburg
HRB No. 38692

(3) If the customer collects, processes, or uses personal data within the scope of using baramundi's contractual services 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 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.

§ 15 Amendment of 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 by the end of the notice period, 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 an ordinary manner.

§ 17 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.

§ 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.