

General contractual terms (GCT)

1. Scope; other terms and conditions

- 1.1 These general contractual terms, hereinafter referred to as "GCT" apply to all legal transactions between the respective contracting company of the CONET Group, hereinafter referred to as "CONET," and its contracting party, hereinafter referred to as "customer".
- 1.2 Conditions of the customer which are contradictory to or deviate from these GCT do not become part of the contract if CONET does not expressly contradict their inclusion. If the customer does not consent to this, he must inform CONET in writing immediately.
- 1.3 No later than the acceptance of deliveries and/or services (including the delivery of hardware and the handing over and/or maintenance of software) from CONET, hereinafter summarised as "services," by the customer is deemed to be a recognition of these GCT with a waiver of the customer's terms and conditions.
- 1.4 The formulaic reference to the terms and conditions of the customer is hereby expressly contradicted.
- 1.5 These GCT apply to all future business with the customer.
- 1.6 The following contractual terms take priority over these GCT:
 - For the provision of services and/or works: contractual terms for services (TS);
 - For the sale of hardware: contractual terms for the sale of hardware (SH);
 - For the maintenance of hardware: contractual terms for the maintenance of hardware (CMH);
 - For the transfer of software over an unlimited period of time: contractual terms for the transfer of software — purchase (CTS);
 - For the maintenance of software: contractual terms for the maintenance of software (CMS).

2. Remuneration, payments, offsetting and retention, premature termination, dates

- 2.1 Unless otherwise agreed, remuneration is by expenditure at CONET's generally valid prices on conclusion of the contract. Remuneration is in principle in net prices and are quoted not including statutory VAT,
 CONET may invoice on a monthly basis. If services are remunerated by the number of hours worked, CONET shall document the type and duration of the activities and send this documentation with the invoice.
- 2.2 All invoices are due on receipt by the customer and must be paid within 14 calendar days of receipt without deductions.
- 2.3 The customer may only offset undisputed or legally established claims. The customer is only entitled to withhold funds to the extent that they relate to claims that are based on the same contractual relationship.
 The customer may only withhold payments for a part which is proportionate taking into account the defect and only if there is no doubt about the defect. Clause 7.1 applies accordingly. The customer is not entitled to withhold payments if his right to make a claim has lapsed.
- 2.4 If the customer is financially unable to meet his obligations to CONET, CONET can terminate existing exchange contracts with the customer without a notice period by withdrawal and can terminate continuing obligations by termination, including in the case of an application for insolvency by the customer. Section 321 Civil Code and Section 112 Insolvency Act remain unaffected. The customer shall inform CONET in writing of any threat of inability to pay in plenty of time.
- 2.5 Fixed deadlines for services should be expressly indicated as such in writing or via email.
 The agreement of a fixed deadline for services is subject to the reservation that CONET receives the services from its respective previous suppliers in good time and in accordance with the contract.

3. Reservation of title

- 3.1 CONET retains the ownership and rights to the services to be granted until full payment of the remuneration due has been made, for which allowances for legitimate defects in accordance with Clause 2.3 sentence 3 are to be taken into account. Furthermore, CONET retains ownership until all of its claims from the business relationship with the customer have been met.
- 3.2 CONET is entitled to forbid the customer from using the services any further for the duration of any delay in payment. CONET can only exercise this right for an appropriate period of time, generally for a maximum of six months. This is not a withdrawal from the contract. Section 449 paragraph 2 Civil Code remains unaffected.
- 3.3 If the customer or his client returns the services, the acceptance of the services is not a withdrawal by CONET unless CONET expressly states its withdrawal. The same applies to the seizure of the reserved goods or of rights to the reserved goods by CONET.
- 3.4 The customer may not pledge or mortgage the items under reservation of ownership or title. The customer is only permitted to sell the items on in the ordinary course of business as a reseller under the condition that CONET has previously effectively transferred the claims of the customer to his client in connection with the further sale and the customer transfers the ownership with the reservation of payment. For reasons of security, by concluding the contract the customer transfers his claims arising for his client for sales of this kind to CONET, which simultaneously accepts this transfer.
- 3.5 Where the value of the security interests of CONET exceed the secured claims by more than 20%, CONET shall release a corresponding proportion of the security interests at the customer's request.

4. Collaboration of the parties; participation services on the part of the customer

- 4.1 The customer and CONET shall each appoint a responsible contact. Communication between the customer and CONET shall be carried out via this contact, unless otherwise agreed. The contacts must make all decisions linked to the implementation of the contract immediately. The decisions must be documented in a binding manner.
- 4.2 The customer is obliged, where necessary, to support CONET and to create all of the conditions necessary for the proper implementation of the job within his area of operations. In order to do this, the customer shall in particular provide all of the necessary information and where necessary enable remote access to his system. The customer shall further ensure that expert staff are available to support CONET.
 Where it is agreed in the contract that services can be provided on site at the customer's facility, the customer shall provide sufficient work space and work equipment free of charge at CONET's request.
- 4.3 The customer must communicate defects immediately in an understandable and detailed form indicating all of the information which is necessary for the defect to be identified and analysed. In particular, the work steps which led to the occurrence of the defect, the way in which the defect appears and the effects of the defect are to be indicated as far as possible.

5. Confidentiality

5.1 The contracting parties are obliged to keep all business and operational secrets and other information linked to the implementation of the contract that is labelled as such confidential. Information of this type may only be passed on to people who are not involved in the conclusion, the implementation or the processing of the contract with the written consent of the other contracting party. Unless otherwise agreed, this obligation expires five years after the respective information was made known. In the case of continuing obligations, however, this does not expire until the business relationship ends.

The contracting parties shall impose these obligations on their employees and any third parties used too.

5.2 The contracting parties are aware that electronic and unencrypted communication (e.g. via email) is associated with safety risks. In the case of this type of communication, they shall therefore make no claims which are due to the lack of encryption unless encryption has been agreed in advance.

6. Disruptions in the provision of services

6.1 If a cause for which CONET is not responsible, including strike or lockout, hereinafter referred to as "**disruption**," prevents compliance with the deadline, the deadlines shift by the duration of the disruption, where necessary including an appropriate restart phase. A contracting party must inform the other contracting party of the cause of a disruption which occurs in its area and the duration of the postponement immediately.

6.2 If the expense incurred by CONET increases due to a disruption, CONET can also request the remuneration of the additional expense, unless the customer is not responsible for the disruption and the disruption is outside of his area of responsibility.

6.3 If the customer is entitled to withdraw from the contract and/or to claim compensation instead of the service or claims this due to the lack of a proper service provided by CONET, the customer shall state in writing, at CONET's request, within an appropriate period of time, whether he is exercising this right or wishes to continue with the provision of services. In the case of a withdrawal, the customer must reimburse CONET for the value of previous usage options; the same applies to any worsening caused by proper use.

6.4 If CONET is delayed with the provision of services, in accordance with the legal provisions any existing compensation or reimbursement of expenses paid to the customer for the delay is limited to 0.5% of the remuneration of the part of the service which cannot be used due to the delay for each week completed. Liability for the delay is limited to a total of 5% of this remuneration. The above mentioned limits do not apply if a delay is due to intent or gross negligence on the part of CONET. CONET is not deemed to be delayed if it is not responsible for the delay to the service.

CONET shall only pay compensation and the reimbursement of expenses within the scope of Clause 9.

6.5 In the case of a delay in the provision of services by CONET, within the scope of the legal provisions the customer is only entitled to withdraw if CONET is responsible for the delay.

7. Claims on the part of the customer in the case of material defects

7.1 In the event of legal liability for defects, CONET shall guarantee the quality of the services due under the contract. No claims for material defects can be made in the case of merely insignificant deviations of the services provided by CONET from the quality of the services due.

No claims for material defects can be made either in the case of excessive or incorrect use, natural wear, failure of components in the system environment, defects which cannot be produced or evidenced in any other way by the customer and/or in the case of damages which arise due to particular external influences which are not assumed in accordance

with the contract. This also applies in the case of a subsequent amendment or repair by the customer or third parties, unless this does not make the analysis and the remedying of a material defect more difficult.

CONET shall only pay compensation and the reimbursement of expenses in the case of material defects within the scope of Clause 9.

7.2 The limitation period for statutory claims for material defects is one year from the start of the statutory limitation period. The statutory deadlines for recourse in accordance with Section 479 Civil Code are not affected, the same applies to the extent that the law sets out longer limitation periods in accordance with Section 438 paragraph 1 number 2 or Section 634a paragraph 1 number 2 Civil Code, in the case of an intentional or grossly negligent infringement of obligations by CONET, in the case that a defect is fraudulently kept secret by CONET or in the case of an injury to life, limb or health and for Section 12 paragraph 1 of the Product Liability Act.

The processing of reports of material defects made by the customer by CONET merely leads to a suspension of the expiry of the limitation, to the extent that the statutory conditions for this are present. The limitation period does not start again as a result.

Subsequent performance (delivery of new items or a repair of the existing items) can exclusively have an impact on the limitation period of the defect which is remedied by the subsequent performance.

7.3 CONET can request the reimbursement of its expenses if

- CONET acts on the basis of a notification without there actually being a defect, unless the customer was able to identify that there was no defect with a reasonable level of effort or
- a notified disruption cannot be reproduced or evidenced as a defect by the customer in another way or
- additional expenses occur due to a lack of proper fulfilment of the obligations of the customer (see also Clauses 4.2, 4.3 and 8.2).

8. Claims on the part of the customer in the case of defects of title

8.1 CONET is only liable for infringements of the rights of third parties by services provided by CONET to the extent that the services are used by the customer in accordance with the contract and in particular within the contractually determined usage environment.

CONET is only liable for infringements of the rights of third parties within the European Union and the European Economic Area and at the location of the contractual use of the service. 7.1 sentence 1 applies accordingly.

CONET shall only pay compensation and the reimbursement of expenses in the case of defects of title within the scope of Clause 9.

8.2 If a third party makes a claim against the customer stating that a service provided by CONET infringes his rights, the customer shall inform CONET immediately. CONET and where applicable its previous suppliers are entitled but not obliged to defend against the claims made at their own expense where permissible.

The customer is not entitled to recognise the claims of third parties before giving CONET an appropriate opportunity to defend against the claims or third parties in another way.

8.3 If the rights of third parties are infringed by a service provided by CONET, CONET can choose, at its own expense,

- to provide the customer with the right to use the service,
- to design the service so it does not infringe rights or
- to withdraw the service reimbursing the remuneration paid for this (less any appropriate compensation for use) if CONET cannot achieve another remedy for a reasonable expense.

General contractual terms (GCT)

The customer's interests are to be taken into account in an appropriate manner.

- 8.4 Claims by the customer for defects of title expire in accordance with Clause 7.2.
- 8.5 Clause 7.3 applies accordingly for additional expenses on the part of CONET.

9. Liability of CONET, limitation of liability

- 9.1 CONET always bears liability towards the customer
 - for damages caused intentionally or as a result of gross negligence by it and/or its legal representatives, lead employees or other agents,
 - in accordance with the Product Liability Act and
 - for damages resulting from injury to life, limb or health for which CONET, its legal representatives, lead employees and/or other agents are responsible.

9.2 In the case of simple negligence, CONET is not liable unless it has infringed an essential contractual obligation, the fulfilment of which enables the proper implementation of the contract or the infringement of which puts the achievement of the contractual purpose at risk and on the compliance with which the customer should have been able to rely.

This liability is limited to damages which are typical for the contract and foreseeable in the case of material defects and defects of title.

The paragraph above also applies to loss of earnings and loss of savings. Liability for other unconnected consequential damage is excluded.

Liability is further limited to the contract value for each individual case of liability due to simple negligence, in the case of ongoing remuneration to the remuneration per calendar year, but not to less than €250,000. Clause 7.2 applies accordingly for the expiry of the limitation period. On conclusion of the contract, the parties can agree further liability in return for separate remuneration. Liability in accordance with Clause 9.1 is not affected by this paragraph.

- 9.3 From a guarantee declaration, CONET is only liable to pay compensation if this is expressly transferred over in the guarantee. In the case of simple negligence, this liability is subject to the restrictions set out in Clause 9.2.
- 9.4 In the case of a loss of data, CONET is only responsible for the expenses necessary to restore the data provided the customer has proper data security. In the case of simple negligence on the part of CONET, this liability only arises if the customer backed up the data properly immediately before the measure which led to the data loss.
- 9.5 Clauses 9.1 up to and including 9.4 apply to claims for the reimbursement of expenses and other liability claims made by the customer against CONET.

10. Import and export regulations; law and jurisdiction

- 10.1 The customer shall comply with all import and export regulations applicable to deliveries or services, in particular those in the USA. In the case of international deliveries or services, the customer shall bear the cost of any customs duties, fees and other duties. The customer shall carry out legal or official processes linked to international deliveries and services independently unless expressly agreed otherwise.
- 10.2 German law applies. The application of the UN Sales Convention is excluded.
- 10.3 Changes and supplements to this contract should only be agreed in writing.
- 10.4 The jurisdiction against a businessman, a legal person under public law or a separate estate under public law is the headquarters of CONET.