

Module 0—General Terms and Conditions of ATIX

This agreement has been negotiated by the parties in the German language. The parties confirm that it is their wish that this agreement as well as all related documents have been and will be drafted in German. The German version of this agreement will take precedence over any translation; other versions, including this English version, are for convenience only and are not binding. The binding German version is attached to this English version.

I. Precedence of validity; subject matter; conclusion of the contract

- (1) For the contractual relationship between the customer and ATIX Informationstechnologie und Consulting AG, Parkring 15, 85748 Garching bei München, Germany (hereinafter referred to as "ATIX"), these General Terms and Conditions (Module 0) shall apply exclusively—in addition and subordinate to the Special Terms and Conditions for the Services of ATIX (Modules A to Module F).

The following Special Terms and Conditions for the services of ATIX shall apply to the respective relevant service to be performed by ATIX on behalf of the customer:

- **Module 0** These General Terms and Conditions
- **Module A** Provision of Free Software
- **Module B** “orcharhino” Maintenance and Support
- **Module C** Support
- **Module D** Software Development
- **Module E** Consulting
- **Module F** Workshops and Trainings

The provisions of this Agreement and the applicable Special Terms and Conditions shall apply exclusively. Deviating, conflicting, or supplementary General Terms and Conditions of the customer shall only become part of the contract if and insofar as ATIX has expressly agreed to their validity in writing.

- (2) A contract shall be concluded with the signing of an order form by the customer or the acceptance of an offer by the customer or by means of a written order by the customer and receipt of a corresponding order confirmation by ATIX by the customer. The start of the execution of the service by ATIX replaces an order confirmation.
- (3) The services owed shall be performed according to the service description contained in the offer.
- (4) The customer and ATIX are entitled to request changes of the agreed services in writing at any time. If the customer requests such changes, ATIX shall inform the customer in writing within 7 days whether and under which conditions the requested changes are possible and which effects arise on the dates and prices stipulated in the offer. If ATIX requests such a change, ATIX shall show the effects on dates and prices associated with the change. The customer may accept or reject a change proposed by them or ATIX under the conditions specified by ATIX within 7 working days.

II. Personnel; cooperation of the customer; subcontractors

- (1) ATIX and the customer shall be responsible for the selection and the employment as well as the supervision, instruction, and remuneration of their respectively employed staff.
- (2) ATIX is entitled to assign third parties as subcontractors with the performance of the agreed services or parts thereof.
- (3) The customer shall be obliged to support ATIX in the provision of services, in particular by providing necessary information, access data, technical access possibilities as well as necessary authorizations. If ATIX cannot provide the service in whole or in part due to the lack of cooperation of the customer, § 615 BGB shall apply accordingly.

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III. **Warranty**

- (1) ATIX warrants for possibly agreed qualities as well as for the fact that the customer can use the services of ATIX without infringement of third-party rights. The warranty shall not apply to defects which are based on the fact that the services of ATIX are used in hardware and software environments that do not meet the requirements stated by ATIX, or for changes and modifications that the customer has made to the services of ATIX without being entitled to do so by law, by this contract, or on the basis of a prior written consent of ATIX.
- (2) The customer shall check the services of ATIX immediately after receipt for obvious defects and shall inform ATIX about them immediately, otherwise a warranty for these defects is excluded. The same applies if such a defect becomes apparent later. § 377 HGB (German Commercial Code) shall apply accordingly.
- (3) The customer undertakes not to use the services of ATIX as follows:
 - a) for weapon systems;
 - b) for life support systems;
 - c) for the design, planning, production, maintenance, monitoring, or direct operation of nuclear systems;
 - d) for aircraft surveillance and control or communications systems required for such purposes; or
 - e) in other similarly hazardous environments.

As far as customers want to use the services of ATIX in one of the aforementioned points, they are obliged to inform ATIX immediately about this.
- (4) As far as services are part of the offering of ATIX, these are not subject to any warranty on the part of ATIX

IV. **Prices; terms of payment**

- (1) ATIX shall invoice its services according to the agreement with the customer as a fixed price or on a time and material basis. In addition, fees and/or costs such as travel expenses may be incurred. ATIX shall inform the customer in advance about such additional fees/costs in individual cases. The provision of licenses for the software designated in Module A by ATIX shall be free of charge/fees.
- (2) The prices/fees stated by ATIX are—unless otherwise agreed—net prices excluding VAT. The sales tax shall be invoiced at the sales tax rate applicable at the time of performance of the service. If the sales tax rate is changed within the contractual period, the periods with the respective sales tax rates shall be deemed to have been agreed separately.
- (3) Invoices shall be due for payment upon receipt without deduction. If payment has not been received 14 days after the due date, ATIX may charge default interest at the legally applicable rate.
- (4) The customer shall only be entitled to set off against the claims of ATIX or to withhold due payments if their counterclaims on the part of ATIX are undisputed or have been legally established by a court.
- (5) **Invoicing as fixed price**
 - a) If—also in case of recurring services such as support services—a fixed price is agreed upon, all contractually agreed services, except for additional costs (e.g., travel expenses, material), are covered thereby.
 - b) If and as far as the essential bases for the calculation of the fixed prices (e.g., personnel costs) change significantly and this was not foreseeable for ATIX at the time of conclusion of the contract, ATIX shall be entitled to demand a corresponding reasonable change of the fixed price by written notice to the customer. If the parties do not reach an agreement on the fixed price within 10 days after receipt of the corresponding letter by the customer, ATIX shall be entitled to terminate the contract extraordinarily.

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(6) Regulations in case of invoicing on time and material basis

a) ATIX or the employees and/or subcontractors used by ATIX shall record the working time spent in work reports and shall invoice these times as hourly or daily rate according to the underlying agreement. ATIX shall be entitled to invoice the working and travel times incurred as well as any waiting times for which the customer is responsible at the respective agreed fee. The other costs (e.g., travel expenses, material) will be charged as incurred, unless expressly agreed otherwise.

b) Invoices shall be issued monthly at the end of the respective calendar month or after performance of the service. Unless otherwise agreed, monthly invoicing shall be deemed to have been agreed.

V. Control Rights of ATIX; subsequent demands

(1) ATIX may, if there is a justified reason, check at any time, otherwise once a year at the customer's site, whether the agreed scope of services is complied with ("audit"). The audit shall be announced by ATIX (except in justified urgent cases) two weeks in advance in writing.

(2) ATIX shall be entitled to perform the audit on site at the business premises of the customer or by remote access to the systems of the customer by means of the software provided by ATIX. Upon request of ATIX, the customer shall grant the employees of ATIX or the software provided by ATIX the corresponding access rights to his systems and in case of remote access initialize the audit if required.

(3) The customer is obliged to provide ATIX with the information necessary to clarify the actual scope of services on first request.

(4) If during the contract period the actual scope of services used by the customer and provided by ATIX exceeds the contractually agreed scope of services or if this is determined within the scope of an audit, the customer is obligated to pay for the additionally used services according to the agreed service conditions ("additional claim"). This shall apply retroactively from the first use of a contractually not agreed service by the customer; in this respect, the customer shall be obliged to inform ATIX truthfully in writing on first request about the parameters essential for the calculation of the additional claim.

(5) ATIX shall bear the costs of the audit. This does not apply if the audit shows an exceeding of the contractually agreed scope of services by more than 5% (five percent) or an otherwise noncontractual use by the customer; in these cases, the customer shall bear the costs of the audit.

VI. Termination

(1) Either party may terminate the contract for cause in writing if the other party fails to fulfill its contractual obligations after granting a reasonable grace period. Termination shall be excluded in the event of insignificant breaches of contract.

(2) Each termination must be made in writing.

(3) ATIX reserves the right to investigate any suspicion of misuse of the services of ATIX or of a material breach of contract, to take appropriate measures, and, if necessary, to block the access of the customer to the service contents, if there is a reasonable suspicion of misuse, and/or to terminate the contractual relationship without notice in case of particularly serious breaches according to Clause VI.1. The customer shall inform ATIX immediately about any indications of misuse of the services of ATIX.

VII. Further rights and obligations of the parties

(1) Neither of the parties shall have the right to use trademarks, company logos, or other distinctive signs of the other or one of their companies in advertising or publications without prior written consent of the other.

(2) The customer shall grant ATIX—as far as necessary for the performance of the service—sufficient, free, and secure access to its operating sites, premises, and systems and shall provide information, employees, and other resources.

VIII. Confidentiality

- (1) The parties undertake to treat as confidential all commercial, technical, or other company-related information of the respective other party that becomes known or accessible to a party as a result of the business relationship, to use it exclusively for the purposes of the business relationship, and to disclose it only to employees who are also obliged to maintain confidentiality.
- (2) The parties undertake not to disclose confidential information to third parties or to make it available in any other form unless the other party has given its prior written consent, and to take all reasonable precautions to prevent third parties from accessing confidential information.
- (3) Confidentiality shall apply to all information disclosed or made available by the parties to each other that, due to its content or nature, would be recognizable to a reasonable third party as confidential or a trade secret ("confidential information"). The obligation of confidentiality shall not or no longer apply to information that can be proven (i) to be or become publicly available without the fault of the receiving party of the confidential information ("recipient"), (ii) to have already existed at the recipient at the time it was obtained without breach of a confidentiality obligation or to have been subsequently independently developed by the recipient, (iii) to have been obtained from a third party without breach of a confidentiality obligation, provided that the third party did not breach a confidentiality obligation to the knowledge of the recipient by providing the information, or (iv) to have been independently developed by the recipient without relying on confidential information, or (v) to be subject to an open-source license. The recipient shall bear the burden of proving the existence of any of the foregoing exceptions.
- (4) Upon request of the other party, the recipient shall return the received confidential information as fully as possible. In lieu of return, the recipient may destroy or delete the confidential information. In this case, the destruction or deletion must be confirmed in writing upon request. This obligation is excluded with respect to confidential information (i) that is stored in routine backups, or (ii) that is required to be retained by law, regulation, court order, judgment, and/or order of any governmental authority. This does not affect the confidentiality obligations in this agreement.
- (5) This confidentiality obligation shall continue to apply for 5 years after termination of the agreement.

IX. Liability

- (1) ATIX's liability for damages, irrespective of the legal reason, in particular due to impossibility, delay, defective performance, breach of contract, infringement of obligations during contract negotiations, and tort, shall be limited in accordance with this Clause IX, as far as it is at fault in all cases.
- (2) ATIX shall not be liable in case of simple negligence of its bodies, legal representatives, employees, or other vicarious agents, as far as it does not concern a breach of essential contractual obligations. Essential contractual obligations are in particular the obligation to perform in time, the freedom of the performance from defects of title or performance that impair the functionality or usability of the performance more than insignificantly as well as consulting, protection, and care obligations that shall enable ATIX to use the performance of ATIX according to the contract or that aim at the protection of life and limb of the customer's personnel or the protection of the customer's property against considerable damages.
- (3) Insofar as ATIX is liable for damages according to Clause IX.2, this liability shall be limited to damages that ATIX foresaw as a possible consequence of a breach of contract at the time of the conclusion of the contract or that ATIX should have foreseen by exercising due care. Indirect damages and consequential damages that are the consequence of defects of the performance of ATIX are furthermore only compensable, as far as such damages are typically to be expected with the intended use of the performance of ATIX. The above provisions of this Clause IX.3. shall not apply in case of intentional or grossly negligent conduct of members of the executive bodies or executive employees of ATIX.
- (4) In the case of liability for simple negligence in accordance with Clauses IX.2. and IX.3., ATIX's duty of replacement for pecuniary loss per damage event shall be limited to an amount equal to the total volume of the services rendered by ATIX to the customer in the contractual year preceding the damage event; if there is no such contractual year, the duty of replacement of ATIX shall be limited to the coverage amount of the business liability insurance of ATIX, whereby this amount may not be reduced below EUR 100,000.00 per damage event and year and ATIX shall immediately submit to the customer upon their request a current proof of the existence and the amount of the business liability insurance.

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- (5) The above exclusions and limitations of liability shall apply to the same extent in favor of the bodies, legal representatives, employees, and other vicarious agents of ATIX.
- (6) As far as ATIX gives technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by ATIX, this shall be done free of charge and under exclusion of any liability.
- (7) The restrictions of this Clause IX. do not apply to ATIX's liability for intentional conduct, for guaranteed characteristics, for injury of life, body, or health, or according to the German Product Liability Act.

X. Force majeure

In cases of force majeure, ATIX shall be released from the obligation to perform for the duration and to the extent of the force majeure event. Force majeure is any event for which ATIX is not responsible and which prevents ATIX from fulfilling its obligations in whole or in part, including fire damage, floods, strikes, and lawful lockouts as well as operational disruptions or official orders without any fault of ATIX. Delivery difficulties and other performance disruptions on the part of ATIX's suppliers shall only be considered as force majeure if the supplier is prevented from performing the service owed by him due to an event according to Clause X. Sentence 2. ATIX shall inform the customer immediately about the occurrence as well as the cessation of the force majeure and shall endeavor to eliminate the force majeure and to limit its effects as far as possible. The right of each party to terminate the contract extraordinarily in case of continuing force majeure remains unaffected.

XI. Non-competition clause; non-solicitation clause; contractual penalty

The Customer must refrain from offering to hire employees of ATIX during the contractual relationship between the Customer and ATIX and until the expiry of two calendar years thereafter; this does not apply if the respective employee of ATIX has actively applied to the Customer in response to a publicly accessible job advertisement. This obligation also applies to affiliated companies of the Customer and also protects affiliated companies of ATIX in the sense of a contract in favor of third parties with regard to their employees. In this respect, the Client is hereby responsible for the actions of its affiliated companies. Such an employment contract is equivalent to other offers and agreements on the basis of which the employee's labor no longer benefits ATIX, but the Client in whole or in part.

For each case of infringement by the Customer of the obligations mentioned under Section XI, the Customer undertakes to pay ATIX a contractual penalty of EUR 50,000.00, whereby this contractual penalty is to be offset against any claims for damages by ATIX against the Customer due to the same infringement for which this contractual penalty is incurred.

XII. Other

- (1) The parties are aware that the services of ATIX may be subject to export and import restrictions. In particular, there may be licensing requirements or the use of the services of ATIX or related technologies may be subject to restrictions abroad. The customer shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. The fulfillment of the contract by ATIX is subject to the proviso that no obstacles due to national and international regulations of export and import law nor other legal regulations prevent the fulfillment.
- (2) The place of jurisdiction for all possible disputes arising from the business relationship between ATIX and the customer shall be, at the option of ATIX, either the Regional Court Munich I, Munich, Bavaria, Germany, or the registered office of the customer. However, for actions against ATIX in these cases, the Regional Court Munich I shall be the exclusive place of jurisdiction. Mandatory legal provisions about exclusive places of jurisdiction remain unaffected by this regulation.
- (3) The relations between ATIX and the customer are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (CISG) is explicitly excluded.

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- (4)** If any provision of this agreement is or becomes invalid or unenforceable in whole or in part, the validity of the remaining provisions of this agreement shall not be affected. In place of the invalid or unenforceable provision, such provision shall be deemed to be agreed which, to the extent legally permissible, comes economically closest in terms of place, time, extent, and scope to what was intended according to the original meaning and purpose of the invalid or unenforceable provision. This shall apply mutatis mutandis in the event of unintended loopholes in this contract. This severability clause is not a mere reversal of the burden of proof, but waives § 139 BGB as a whole.
- (5)** Amendments and supplements to this agreement must be made in writing. This also applies to the amendment or cancellation of this clause.

Modul A—Provision of Free Software

This agreement has been negotiated by the parties in the German language. The parties confirm that it is their wish that this agreement as well as all related documents have been and will be drafted in German. The German version of this agreement will take precedence over any translation; other versions, including this English version, are for convenience only and are not binding. The binding German version is attached to this English version.

This license agreement regulates the use of all software applications of ATIX, which include the provision of free software subject to the GNU General Public License v2 (<https://www.gnu.org/licenses/old-licenses/gpl-2.0>) ("Free Software"). The license agreement covers the source code, appearance, structure, and organization of the free software as well as its updates.

I. Supplying the Free Software

ATIX offers the Free Software to the customer by means of a download link provided by ATIX, by which the customer can download the Free Software to the intended end device. The access data required for this purpose as well as the license key for the contractual use of the Free Software shall be provided by ATIX to the customer immediately after conclusion of the contract.

II Granting of license according to GNU General Public License v2

- (1) ATIX grants the customer an unlimited worldwide license for the Free Software according to the license conditions of the GNU General Public License v2 based on the parameters specified in the offer.
- (2) Each part of the Free Software is regulated by a license written in the respective source code of the Free Software. This license generally permits the customer to execute, copy, modify, and redistribute the Free Software. Binary firmware components of the Free Software indicate the respective applicable license conditions in the component itself. Before using the Free Software, the customer is obliged to check the corresponding license conditions in the respective source code or in the respective firmware component.

III Intellectual property

- (1) The trademark "orcharhino" together with logos is a registered trademark in the ownership of ATIX.
- (2) The customer is not entitled to distribute the Free Software under the trademarks mentioned in Clause III.1. or to use these trademarks in any other way.
- (3) A commercial redistribution of the Free Software is only allowed with prior written consent of ATIX or if any reference to ATIX or the trademark "orcharhino" has been removed from the Free Software.

IV. Warranty

The Free Software is provided free of charge. Therefore, warranty of any kind is explicitly excluded.

V. Third-party software

The Free Software may be offered by ATIX together with software from ATIX and third-party providers that is not part of the Free Software. This software is not necessary for the execution of the Free Software. It is subject to its own license terms that accompany this software. The customer is only entitled to install and execute this software if they agree to the corresponding license terms. The use of this software on more than one system and the transfer of this software to a third party is only permitted in agreement with the licensor of this software, if and as far as this case is not regulated in the license conditions.

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Module B—"orcharhino" Maintenance and Support

This agreement has been negotiated by the parties in the German language. The parties confirm that it is their wish that this agreement as well as all related documents have been and will be drafted in German. The German version of this agreement will take precedence over any translation; other versions, including this English version, are for convenience only and are not binding. The binding German version is attached to this English version.

This agreement regulates the maintenance and support of the software "orcharhino" by ATIX. The software "orcharhino" is subject to the license terms in Module A. This software was installed by ATIX or the customer themselves on the customer's system ("system"). Maintenance and adaptation of the software by ATIX are subject to this contract.

I. Subject matter of the contract

- (1) Subject matter of this contract is the provision of services for the software "orcharhino" ("software") by ATIX together with the virtual provision of the related documentation.
- (2) The services to be provided by ATIX consist of services that are necessary for the maintenance and the restoration of the operational readiness of the software in its respective current version, as well as the update and extension of software programs (in summary "maintenance services").

II Provision of services

- (1) ATIX shall provide the maintenance services according to the latest state of proven technology. ATIX shall take into account general process descriptions and industry standards as well as, if applicable, specific regulations, methods, and application practices of the customer.
- (2) ATIX will use only qualified and reliable personnel. ATIX will only apply proven procedures and tools that ATIX knows are suitable, that ATIX can master, and that correspond to the applicable state of the technology.

III. Debugging

- (1) ATIX will remove errors of the software that occur during the term of this maintenance contract according to the following regulations.
- (2) Errors occurring in the software shall be classified based on the severity levels specified on the website <https://atix.de/en/severity-levels/> and subsequently worked off according to the response times and recovery times. ATIX will continuously inform the customer about the status and success of the elimination.
- (3) Errors shall be categorized into the different levels according to the notification of the customer by ATIX in its reasonable discretion taking into account appropriately
 - (i) the impact that the relevant error has on its business operations, and
 - (ii) the interests of ATIX.

The notification of an error shall be made in text form via the ticket system provided by ATIX. ATIX will inform the customer about the categorization of the error via the ticket system.

- (4) ATIX shall react to the notification of an error by the customer within the periods specified below ("reaction period").

The business hours of ATIX are as follows:

Support category	Days of the week	Time
Standard support (9x5)	Working days of the federal state Bavaria (85748 Garching); without Saturdays; not on Dec 24 and Dec 31.	Mon to Thu (9:00 a.m. to 6:00 p.m.); Fri (9:00 a.m. to 4:00 p.m.)
Premium support (24x7) for Priorities 2,3,4	Working days of the federal state Bavaria (85748 Garching); without Saturdays; not on Dec 24 and Dec 31.	Mon to Thu (9:00 a.m. to 6:00 p.m.); Fri (9:00 a.m. to 4:00 p.m.)
Premium support (24x7) for Priority 1	All calendar days apart from Dec 24 and Dec 31.	All times of the day

The response times during the business hours of ATIX are as follows, whereby the start of the response time depends in each case on the support category booked by the customer:

Support category	Severity 1	Severity 2	Severity 3	Severity 4
Standard support (9x5)	4 hours	1 working day	2 working days	2 working days
Premium support (24x7)	2 hours	4 hours	1 working day	1 working day

- (5) If there are several errors at the same time, the customer shall be entitled to give ATIX priorities for the elimination; the customer shall assign a separate ticket to each error. The obligation of ATIX to comply with the response times specified for the respective error category remains unaffected.
- (6) ATIX shall be entitled to provide the maintenance services by way of remote maintenance or remote diagnosis, provided that this does not represent a disadvantage for the customer, in particular does not exceed the time frame of providing the corresponding support service on site, there are no risks for the IT security, and the technical prerequisites are given at the customer.

IV. Cooperation of the customer

- (1) The customer shall report errors via the ticket system provided by ATIX. The customer shall fill in all “mandatory fields” in the ticket system, including a precise error description (in particular conditions under which the error occurs, symptoms and effects of the error) and a proposal for the categorization of the error into a level according to Clause III.2.
- (2) The customer shall create all technical conditions and grant access necessary for ATIX to perform its services.
- (3) The customer shall appoint a qualified employee who is available as contact person for ATIX and who is authorized to make the decisions necessary for the execution of the contract.

V. New program versions

- (1) ATIX shall ensure that the software is always updated to the latest state of technology and that a consistent release stage is guaranteed in the system. For this purpose, ATIX shall provide the customer with new program versions regularly and in case of special need. The customer is obliged to install the latest program versions within 60 working days after the release.
- (2) The documentation shall be adapted to the respective latest program version.
- (3) The object of the maintenance services owed under this agreement is the respective current program version.

VI. Access to the service portal

- (1) With the beginning of this agreement, ATIX shall send the customer the access data to the service portal operated by ATIX and available on the internet to the e-mail address named by the customer. The customer is not entitled to pass on this individual access data (username, password) to third parties; this does not apply to employees of the customer.

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- (2) The service portal contains, among other things, the documentation to be provided by ATIX as well as a "knowledge base" with further information and instructions or recommendations for using the software.
- (3) The customer has access to the service portal for maintaining and supporting the software during the term of this agreement. ATIX is entitled to change, suspend, or discontinue the service portal, if and as far as the contractually owed services are still available to the client. ATIX shall always endeavor to provide the service portal to the client with as few interruptions as possible; however, from a technical point of view, a permanent 100% uninterrupted availability of the service portal cannot be guaranteed. Especially maintenance, security, or capacity problems as well as events that are not within the sphere of influence of ATIX (e.g., disturbances of public communication networks, power failures) may lead to disturbances or temporary suspensions of the service portal.

VII. Agreed scope of services; additional claim; suspension of maintenance and support

- (1) For each system on which the software is used, the customer owes ATIX the fee resulting from the offer of ATIX for the provision of the services of ATIX regulated in this agreement; this is independent of whether the software was obtained from ATIX or from a third party. Reference is expressly made to Clause V.4. of Module 0.
- (2) The customer is entitled to continue to use the software on their systems even after termination of this agreement. If the customer wants to conclude a new agreement for maintenance and support of the software with ATIX after termination of this agreement, ATIX is entitled to claim the fees for maintenance and support of the software according to this agreement also for the period from the termination of this agreement until the new conclusion of the agreement for maintenance and support of the software. The basis for the claim for fees are the parameters specified in the offer for the new conclusion of the agreement.

VIII. Term and termination

- (1) The agreement begins on the date designated in the offer of ATIX and has the fixed term specified in the offer.
- (2) The right of both parties to extraordinary termination for cause remains unaffected.

Module C—Support

This agreement has been negotiated by the parties in the German language. The parties confirm that it is their wish that this agreement as well as all related documents have been and will be drafted in German. The German version of this agreement will take precedence over any translation; other versions, including this English version, are for convenience only and are not binding. The binding German version is attached to this English version.

This agreement regulates the provision of support services by ATIX with respect to systems determined by the customer.

I. Subject of the contract

- (1) The subject of this agreement is the provision of support services by ATIX for systems determined by the customer.
- (2) Within the scope of this agreement, ATIX shall provide consulting services with regard to the maintenance and the restoration of the operational readiness of the systems determined by the customer (altogether “support services”). ATIX shall provide the owed services in the form of pure consulting (in writing, in text form, or orally). ATIX will not access the customer's systems.

II. Service provision

- (1) ATIX will provide the support services according to the latest state of proven technology. ATIX shall take into account general process descriptions and industry standards (e.g., ITIL, DIN) as well as specific regulations, methods, and application practices of the customer, if applicable.
- (2) ATIX will only use qualified and dependable personnel.

III. Debugging

- (1) ATIX shall provide the consulting services for the elimination of errors of the systems determined by the customer that occur during the term of this support contract according to the following regulations.
- (2) Errors occurring on the systems determined by the customer shall be classified according to the severity levels specified on the website <https://atix.de/en/severity-levels/> and subsequently processed according to the response and recovery times. The customer shall inform ATIX about the status and the success of the elimination based on the advice of ATIX continuously.
- (3) The classification of the errors into the different levels shall be made according to the notification of the customer by ATIX in its reasonable discretion taking into account appropriately
 - (i) the impact that the relevant error has on its business operations, and
 - (ii) the interests of ATIX.

The notification of an error shall be made in text form via the ticket system provided by ATIX. ATIX shall inform the customer about the classification of the error via the ticket system.

- (4) ATIX will respond to the notification of an error by the customer within the time periods specified below (“response time”).

The business hours of ATIX are as follows:

Support category	Days of the week	Time
Standard support (9x5)	Working days of the federal state Bavaria (85748 Garching); without Saturdays; not on Dec 24 and Dec 31.	Mon to Thu (9:00 a.m. to 6:00 p.m.); Fri (9:00 a.m. to 4:00 p.m.)

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Premium support (24x7) for Priorities 2, 3, and 4	Working days of the federal state Bavaria (85748 Garching); without Saturdays; not on Dec 24 and Dec 31.	Mon to Thu (9:00 a.m. to 6:00 p.m.); Fri (9:00 a.m. to 4:00 p.m.)
Premium support (24x7) for Priority 1	All calendar days apart from Dec 24 and Dec 31.	All times of the day

The response times during the business hours of ATIX are as follows, whereby the start of the response time depends in each case on the support category booked by the customer:

Support category	Severity 1	Severity 2	Severity 3	Severity 4
Standard support (9x5)	4 hours	1 working day	2 working days	2 working days
Premium support (24x7)	2 hours	4 hours	1 working day	1 working day

- (5) If there are several errors at the same time, the customer shall be entitled to give ATIX priorities for the elimination; the customer shall assign a separate ticket to each error. The obligation of ATIX to comply with the response times specified for the respective error category remains unaffected.
- (6) The consultation on the part of ATIX shall take place in writing, in text form (e.g., via e-mail) or orally (e.g., telephone conversation, video chat) according to the choice of ATIX.

IV. Cooperation of the customer

- (1) The customer shall report errors via the ticket system provided by ATIX. The customer shall fill in all “mandatory fields” in the ticket system, including a precise error description (in particular the conditions under which the error occurs, symptoms and effects of the error) and a proposal for the classification of the error into a level according to Clause III.2.
- (2) The customer shall ensure all technical requirements necessary for ATIX to provide the services are fulfilled.
- (3) The customer will appoint a qualified employee who is available as contact person of ATIX and who is authorized to make the decisions necessary for the execution of the contract.

V. Remuneration; time quota

- (1) Upon conclusion of the contract, the customer shall book with ATIX the time quota designated in the offer of ATIX; the time quota always refers to a period of 365 days (“contract year”). Within this time quota, the customer shall be entitled to use the consulting services of ATIX during the business hours of ATIX specified in Clause III.4.
- (2) ATIX shall charge the services provided by its vicarious agents in time segments of 0.5 hours and deduct them from the time quota booked by the customer.
- (3) If the time quota booked by the customer is used up within the contract year, the customer is entitled to book another time quota from ATIX.

If the time quota booked by the customer is not used up within the contract year, the time remaining in the time quota expires after the period of 365 days without compensation; a transfer of the time quota to a following contract year is excluded.

VI. Term and termination

- (1) The agreement begins on the date designated in the offer of ATIX and has the fixed term specified in the offer.
- (2) The right of both parties to extraordinary termination for cause remains unaffected.

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Modul D—Software Development

This agreement has been negotiated by the parties in the German language. The parties confirm that it is their wish that this agreement as well as all related documents have been and will be drafted in German. The German version of this agreement will take precedence over any translation; other versions, including this English version, are for convenience only and are not binding. The binding German version is attached to this English version.

This agreement regulates the development of software by ATIX using an agile model.

I. Subject matter of the contract

- (1) Subject of this agreement is the successful development of the software described in the offer of ATIX as product vision, continuously specified during the execution of the contract within the scope of an agile development model (the “contract software”) together with application documentation (altogether “development result”) by ATIX, the handover of the development result to the customer as well as the granting of nonexclusive rights, limited in content, over the development result to be used for the customer’s own business purposes.
- (2) Services not expressly agreed upon in this contract are not part of the subject matter of the contract. In particular, ATIX is not obliged under this contract to hand over the source code of the contractual software or to install, set up, maintain, or further develop the contractual software.

II. Subject of the development result

- (1) ATIX shall develop the development result in accordance with the contract, in particular according to the sprint backlogs agreed upon for increments (Annex 1; see Clause III.) as well as the respective current project backlog (Annex 2; see Clause IV.), under its own responsibility in accordance with the project and milestone plan (Annex 3) and deliver it to the customer in object code together with an application documentation in German or English.
- (2) The user documentation shall demonstrate the essential functions of the contractual software in a way that is comprehensible to a user with average understanding.
- (3) The development result shall be created individually for the purchaser. ATIX is entitled to integrate third-party and open-source software components into the development result.

III. Preparation and execution of sprints

- (1) The development services for producing the development result shall be performed within iterative development phases of two (2) weeks each (Mon to Fri) (each a "sprint"). On the basis of Annex 1 and Annex 2, the parties assume that the sprints specified in the offer of ATIX will be necessary for producing the development result in accordance with the contract.
- (2) Requirements for the contract software, including use cases to be implemented from the user's point of view (each individual requirement “backlog item”), their respective prioritization, acceptance criteria, and an estimate of the required implementation effort result from Annex 2 in the respective applicable version (see Clause IV.).
- (3) The parties shall agree in due time before the start of a sprint which backlog items from the project backlog are to be implemented (in whole or in part) by ATIX within the scope of the sprint as work result of this sprint (in each case “increment”) and shall bindingly agree on these as "sprint backlog". The agreement shall be documented by the parties.
- (4) In the sprint backlog, the parties shall also define acceptance criteria for the release of the increment.

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- (5) ATIX shall develop each increment according to the contract, in particular according to the backlog items agreed upon in the sprint backlog and shall deliver it to the customer in electronic or physical form (data carrier) for release after completion of the sprint. Clauses V.1. and V.2. shall apply accordingly to the release of increments. The release of an increment shall have the effect of a (partial or interim) acceptance.

IV. Specification and amendment of the project backlog

- (1) The customer may request at any time that new backlog items be added to the project backlog and/or that existing backlog items in the project backlog be changed in content, reduced or extended, removed or replaced by new backlog items (each a “change request”). ATIX may also propose changes of the project backlog to the customer itself at any time.
- (2) ATIX shall immediately check change requests of the customer and shall inform the customer about the effects on the production and delivery of the development result with regard to content and time. If the addition of a new backlog item or the change of an existing backlog item increases the total effort for the implementation of the project backlog, ATIX will inform about the additional effort required for the implementation, applicable.
- (3) The project backlog shall be updated continuously by ATIX, taking into account the specifications and change requests confirmed by the customer, but at least at the end of each sprint. Each update requires the customer’s approval.

V. Acceptance of the development result

- (1) Unless otherwise agreed in writing, ATIX does not promise the customer a fixed date for the completion or transfer of the increments or the development result. Nevertheless, ATIX shall endeavor to meet certain deadlines requested by the customer.
- With completion of the development result, ATIX will hand it over to the customer as contractual software together with user documentation.
- (2) The customer shall accept the increments as well as the development result, if it has been provided for acceptance testing and is free of material defects and defects of title. Insignificant defects shall not entitle the customer to refuse acceptance. Defects detected during the acceptance test shall be documented by the parties. Upon acceptance, the risk of accidental loss and accidental destruction of the development result shall pass to the customer.

VI. Remuneration and terms of payment

- (1) ATIX shall receive a fixed remuneration from the customer for the contractual production and transfer of the development result according to the offer of ATIX. The remuneration shall be determined according to the story points described in the offer of ATIX or in Annex 3. ATIX is entitled to invoice individual increments separately and before completion of the development result.
- (2) ATIX shall have a claim for additional remuneration beyond this amount only if the customer has agreed to additional expenses for the implementation of change requests or if ATIX proves that expenses could not have been foreseen at the time of the conclusion of the contract by applying the usual diligence of a prudent businessperson and therefore could not have been taken into account for the price stipulated in the offer of ATIX.
- (3) The claim for remuneration of ATIX arises with the acceptance of the increment or the development result by the customer and becomes due for payment after receipt of a proper invoice.
- (4) With the remuneration according to Clause VI.1., all services of ATIX for the production and transfer of the increment or the development result, including necessary preparatory and intermediate work as well as granted rights of use, are fully compensated.

VII. Cooperation of the customer

The customer shall adequately support the successful creation of the development result in each phase by active cooperation. In particular, the customer shall provide the information and data from the sphere of the customer necessary for the proper production of the development result in due time and, if necessary, allow employees of ATIX reasonable access to its business premises during its business hours.

VIII. Rights to the development result

- (1) Upon acceptance of the development result and full payment of the remuneration, the customer shall irrevocably receive the nonexclusive, nontransferable, permanent, and worldwide right to use the development result for the customer's own business purposes without quantitative limitation (e.g., with regard to the number of users).
- (2) The customer's nonexclusive right pursuant to Clause VIII.1. refers to the object code of the development result as well as the user documentation, including all increments. The customer may have the rights to the development result exercised by third parties on their behalf (e.g., hosting service providers).
- (3) Prior to acceptance of the development result, the Principal shall be permitted to use the development result for the purpose of release or acceptance testing.
- (4) As far as components of the development result are physical, movable objects (e.g., data carriers), the property shall pass to the customer upon acceptance of the development result and full payment of the remuneration.
- (5) ATIX assures to dispose of the rights to the development result as well as the intermediate and draft stages necessary for the transfer of rights and to have effectively obtained the necessary approvals by its employees and other persons involved in the development.
- (6) If the development result contains open-source software components with the consent of the customer, the relevant open-source license conditions shall apply exclusively.

IX. Defects of quality and title

- (1) ATIX guarantees that the development result is free from material defects and defects of title at the time of transfer of risk. Sections 634 ff. BGB (German Civil Code) apply.
- (2) Unless a deviating quality is agreed in the respective project backlog, the development result must also comply with the state of science and technology recognized at the time of acceptance.
- (3) ATIX shall remedy defects of the development result immediately at its own expense. The rectification of defects may also take place by providing a software update, if the update eliminates the defect and is itself free of defects.

Modul E—Consulting

This agreement has been negotiated by the parties in the German language. The parties confirm that it is their wish that this agreement as well as all related documents have been and will be drafted in German. The German version of this agreement will take precedence over any translation; other versions, including this English version, are for convenience only and are not binding. The binding German version is attached to this English version.

This agreement regulates the provision of IT consulting services of ATIX to the customer.

I. Consulting service

- (1) ATIX will advise the customer in the field of information technology (“consulting”). The concrete consulting assignment results from the offer of ATIX.
- (2) In consulting, ATIX is in principle free to determine place and time. However, ATIX is also obliged to consider the business needs of the customer. ATIX is entitled to perform the consulting by means of remote communication or—if necessary—on site on the business premises of the customer.

II. Remuneration; time quota

(1) Billing according to actual time spent

ATIX invoices the consulting provided via remote communication in time segments of 0.5 hours. ATIX shall invoice the consulting performed at the customer's site or at another place determined by the customer in time segments of half a working day (four hours) each; in this case, the smallest time segment to be ordered by the customer is half a working day (four hours). ATIX is entitled to charge travel times by billing half of the time actually spent on traveling. The hourly rate results from the offer of ATIX. Together with the invoice, the customer shall be provided with an overview of the invoiced time segments in text form.

(2) Billing on the basis of time quotas

- a) Upon conclusion of the contract, the customer shall book with ATIX the time quota designated in the offer of ATIX; the time quota always refers to a period of 365 days (“contract year”). Within this time quota, the customer is entitled to use the consulting services of ATIX, for which the time periods of the service provision are to be determined in mutual agreement between the customer and ATIX. The agreed dates for the performance of services shall be confirmed by ATIX to the customer in text form (“consulting appointment”).
- b) ATIX shall invoice the consulting provided via remote communication in time segments of 0.5 hours and deduct these from the time quota booked by the customer. ATIX shall invoice the consulting provided at the customer's site or at another place determined by the customer in time segments of half a working day (four hours) each and deduct these from the time quota booked by the customer; in this case, the smallest time segment to be ordered by the customer is half a working day (four hours). ATIX is entitled to deduct travel times by subtracting half of the time actually spent on traveling from the time quota.
- c) If the time quota booked by the customer is used up within the contract year, the customer is entitled to book another time quota from ATIX.

If the time quota booked by the customer is not used up within the contract year, the time not used by the customer in the time quota expires without compensation after the end of the respective contract year; a transfer of the time quota to a following contract year is excluded.

III. Cancellation of the consulting appointment

- (1) ATIX is entitled to cancel a consulting appointment with the customer at any time in text form and with a notice period of five working days before the beginning of the appointment without giving reasons. With this cancellation notice, ATIX shall propose alternative consulting appointments to the customer. If the parties cannot find a date for the consulting appointment in the current contract year, the customer shall be entitled, contrary to Clause II.2.c, to transfer the time quota attributable to the consulting appointment canceled by ATIX to the next contract year.
- (2) The customer may cancel the consulting appointment at any time in text form. To meet the deadline, the cancellation notice must be received by ATIX in writing by mail, fax, or e-mail. In case of consulting appointments lasting several days, the first day of the event is decisive for the deadline.
- (3) Consequences of the cancellation of the consulting appointment by the customer
 - a) In case of written cancellation by the customer that ATIX receives at least six weeks before the consulting appointment, no deduction of the time planned for the consulting appointment from the booked time quota of the customer will be made. In case of billing on an hourly basis, ATIX will not charge any hours.
 - b) If the customer makes the cancellation up to four weeks before the consulting appointment, 50% of the time planned for the consulting appointment shall be deducted from the time quota booked by the customer. In case of billing on an hourly basis, ATIX is entitled to charge 50% of the time planned for the consulting appointment.
 - c) In case of cancellation by the customer until the seventh day before the consulting appointment, 80% of the time planned for the consulting appointment shall be deducted from the time quota booked by the customer. In case of billing on an hourly basis, ATIX is entitled to charge 80% of the time planned for the consulting appointment.
 - d) In case of even later cancellation, the full price will be charged. In case of billing on an hourly basis, ATIX is entitled to charge the full time planned for the consulting appointment.

IV. Special compensation for the provision of services outside regular business hours

Unless otherwise agreed, ATIX charges the following surcharges for service provision outside its own regular business hours (Monday to Friday as far as working days in 85748 Garching, 8:00 a.m. to 6:00 p.m.) for billing in time segments of 0.5 hours:

- | | |
|---|---|
| (1) Monday to Saturday, 6:00 p.m. to 8:00 a.m.: | 50% surcharge on the regular hourly rate |
| (2) Saturday, 08:00 a.m. to 6:00 p.m.: | 50% surcharge on the regular hourly rate |
| (3) Saturday to Sunday, 06:00 p.m. to 08:00 a.m.: | 75% surcharge on the regular hourly rate |
| (4) Sunday, 08:00 a.m. to 06:00 p.m.: | 75% surcharge on the regular hourly rate |
| (5) Sunday to Monday, 06:00 p.m. to 08:00 a.m.: | 100% surcharge on the regular hourly rate |
| (6) Public holiday (Bavaria) 12:00 midnight to 12 midnight: | 125% surcharge on the regular hourly rate |

V. Warranty

ATIX guarantees that the obligations of ATIX under this contract will be performed with due care; however, ATIX is not responsible for the achievement of a certain success on the part of the customer.

VI. Duration of the contract

The agreement starts on the date determined in the offer of ATIX and runs for a fixed period of one (1) contract year. With the expiration of the contract year, the contract ends automatically—subject to the provision in Clause III.1.

Module F—Workshops and Trainings

This agreement has been negotiated by the parties in the German language. The parties confirm that it is their wish that this agreement as well as all related documents have been and will be drafted in German. The German version of this agreement will take precedence over any translation; other versions, including this English version, are for convenience only and are not binding. The binding German version is attached to this English version.

This Agreement regulates the performance of workshops and trainings (“events”) by ATIX for the customer.

I. Registrations; scope of services

- (1) Registrations of the customer via the booking platform provided by ATIX are binding. The event fee stated on the booking platform of ATIX shall apply, unless a different price is specified in the offer of ATIX to the customer.
- (2) The contract about the participation in the event shall only be concluded upon receipt of the registration confirmation by the customer. If the customer does not receive the confirmation of registration or if it is delayed, the contract shall be deemed concluded if ATIX does not declare the rejection of the registration within a period of 14 days. In case of overbooking, the customer will be informed immediately; in this case, a contract will not be concluded.
- (3) With the confirmation of registration, however, at the latest two working days before the beginning of the event, ATIX shall send the access data (“ticket”) for the participation in the event to the customer in text form to the e-mail address provided by the customer.
- (4) Unless otherwise stated, the booking includes the participation in the event and, if applicable, the provision of the event documents. ATIX does not assume any warranty or liability for the topicality, completeness, and correctness of all documents provided within the scope of the event.

II. Withdrawal; consequences of withdrawal

- (1) A withdrawal from the contract is possible at any time in text form. To meet the deadline, ATIX must receive the declaration of withdrawal in writing by mail, fax, or e-mail. For events lasting several days, the first day of the event is decisive for the deadline.
- (2) Consequences of withdrawal
 - a) If ATIX receives the written notice of withdrawal at least six weeks before the event, the obligation to pay the price does not apply.
 - b) If the withdrawal is declared up to four weeks before the event date, the price is reduced to 50%.
 - c) If the withdrawal is declared up to the seventh day before the event date, the price is reduced to 80%.
 - d) If the withdrawal is made even later, the full price will be charged.

III. Assignment

The customer can assign their right to participate in any case to a third party to be appointed by the customer in writing. This does not incur any costs.

IV. Cancellation of the event

- (1) ATIX reserves the right to cancel the event
 - for organizational reasons (e.g., falling short of the minimum number of participants) until the third day before the date of the event;

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- for important reasons for which ATIX is not responsible (e.g., illness/accident of the speaker) up to and including the date of the event;
- due to force majeure and, if due to a pandemic, legal restrictions prevent an event, up to and including the date of the event.

(2) In case of cancellation by ATIX, the full price will be refunded to the customer in case of already received payment. Further liability and damage claims that do not concern the injury of life, body, or health are excluded, as far as there is no intent or gross negligence on the part of ATIX. This also applies to futile expenses (e.g., hotel rooms booked by the customer as well as flight or train tickets).

V. Right of modification

(1) ATIX is entitled to make minor changes regarding content and organization (e.g., time frame, breaks) in the event program before or during the event, provided that this does not significantly affect the benefit of the event.

(2) ATIX reserves the right to use another, equally qualified, speaker at the date of the event, deviating from the event program, for important reasons (e.g., illness).

VI. Working materials

The written accompanying material to the events of ATIX is protected by copyright and in this respect may not be reproduced or distributed without the consent of ATIX. In particular, but not conclusively, the passing on to third parties or public distribution or making available of documents, presentations, scripts, videos, pictures, sound recordings, etc. is not permitted without written consent of ATIX. This also applies to mere excerpts from the accompanying material.