General Terms and Conditions of the Procilon Group of Companies

I. General Section

§ 1 Subject Matter

(1) The subject matter of these General Terms and Conditions (hereinafter: "GTC") is the further definition of the content of contractual relationships between the Procilon Group, comprising the companies Procilon GmbH, Nikolaistraße 12-14, 04109 Leipzig, and the affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG).

(2) The companies of the Procilon Group are hereinafter referred to as "Procilon", and Procilon's contractual partners are referred to as "the Customer". Procilon and the Customer are hereinafter collectively referred to as "the Parties".

(3) The subject matter of the contractual relationship between Procilon and the Customer may include: (i) the licensing of software (on a permanent or temporary basis); (ii) the provision of SaaS services, including managed services; (iii) services (consultancy, concept development, software installation, training for the Customer); and (iv) support and software maintenance provided by Procilon in return for remuneration payable by the Customer.

(4) Procilon does not accept the Customer's general terms and conditions, even if Procilon has not expressly objected to their inclusion. This shall not apply unless otherwise agreed in the relevant contract.

§ 2 Product and service descriptions

(1) The type, content and scope of the services to be provided by Procilon shall be governed exclusively by the relevant contract, including the appendices and service descriptions expressly referred to therein. These components of the contract are binding. Information contained in other product documents, presentations, marketing materials or general documentation is provided for general information purposes only and shall only form part of the contract if it is expressly and unambiguously incorporated into the contract as binding. This does not imply any further guarantee, assurance of specific characteristics or extension of the scope of services.

(2) The specific scope of services is determined exclusively by the contractual agreement between the parties.

§ 3 Contract

The content and scope of the parties' mutual rights and obligations are set out in the contract, its appendices and these General Terms and Conditions.

§ 4 Remuneration and Terms of Payment

(1) Remuneration for all services provided by Procilon is governed by the concluded contract. Unless specific contractual arrangements have been made, Procilon's price lists valid at the time of conclusion of the contract shall apply.

(2) Any one-off remuneration owed by the Customer is payable to Procilon upon conclusion of the contract.

(3) Contractually agreed recurring payments are to be made in advance and are due for payment on the third working day of the month following the conclusion of the contract or a corresponding subsequent date. In the case of continuing obligations, payment shall be made annually in advance, unless expressly agreed otherwise. The annual fee agreed for the first year of the contract shall apply,

(4) unless an adjustment is made in accordance with contractual or statutory provisions.

(5) All prices are net plus the applicable statutory value added tax.

(6) Set-off against counterclaims by the Customer or the withholding of payments by the Customer in favour of Procilon is only permitted insofar as the Customer's counterclaims are undisputed or have been established by a final and binding court decision. This restriction on the right of set-off shall not apply if the monetary claim set off arises from a claim on the basis of which the Customer could also withhold or could have withheld payment. The Customer may only exercise a right of retention if the counterclaim is based on the same contractual relationship.

§ 5 Adjustment of remuneration in the case of an agreed ongoing payment schedule

Procilon is entitled, at its reasonable discretion, to adjust the ongoing remuneration payable under the contract in line with changes in the costs underlying the service owed under the contract and which are therefore relevant for the calculation of the remuneration. Any increase or reduction in price may not exceed 5% of the previous remuneration. An adjustment to the remuneration is only permissible at the start of the respective annual due date for the remuneration, subject to a notice period of 3 months, provided that the remuneration has remained unchanged for at least 2 years.

§ 6 Obligations of the Customer to Cooperate

(1) The Customer undertakes to provide Procilon with reasonable support in the performance of the contractually agreed services. This includes, in particular, the timely provision of all necessary information, documents, data and access, as well as the designation of competent contact persons.

(2) The Customer shall ensure that the technical infrastructure required for the provision of services, in particular hardware, network connectivity and the software environment, meets the contractually agreed requirements. Procilon must be notified immediately of any changes to the infrastructure that could impair the provision of services.

(3) Where necessary, the Customer shall provide suitable personnel to assist Procilon with the installation, configuration, maintenance or troubleshooting. If the Customer fails to fulfil its obligations to cooperate, or fails to do so in a timely manner, Procilon shall be entitled to suspend the provision of services until full cooperation is provided. Further rights remain unaffected.

(4) The Customer is obliged to carry out a complete and up-to-date data backup prior to any intervention in its systems by Procilon, in particular in the case of installations, maintenance or remote maintenance. The Customer is responsible for the backup and restoration of the data.

(5) The Customer must inform Procilon immediately of any discernible malfunctions, security incidents or other disruptions to the agreed services and must actively cooperate in their identification and resolution.

(6) The obligations to cooperate also apply to the use of support services. The Customer must formulate enquiries clearly and completely and provide supplementary information upon request. Enquiries will be processed in the order in which they are received, taking into account the agreed priorities.

§ 7 Right to Use

(1) Upon full payment of the remuneration in accordance with the contract or these General Terms and Conditions, the Customer shall be granted the non-exclusive, non-transferable and non-sublicensable right to use the software within Europe for the agreed period. Insofar as no agreement has been reached regarding the period of use, Procilon grants the Customer a right to use for an unlimited period.

(3) The number of licences, type and scope of use are determined by the contract and these General Terms and Conditions. The software may only be used within the scope of the purchased product.

(4) The Customer is not entitled to rent out, lend, sub-license, distribute, publicly reproduce or otherwise make the software available to third parties.

(5) In particular, the Customer is not entitled to edit, decompile or otherwise technically analyse or reverse engineer the software in order to disclose or obtain the source code, either in whole or in part.

(6) Insofar as this is necessary for use in accordance with the contract, the Customer is entitled to make reproductions insofar as necessary for contractual use. Furthermore, the Customer is entitled to make a copy for backup purposes (hereinafter "backup copy"). In doing so, the Customer is obliged to label this archival copy as such and to affix the manufacturer's copyright notice.

(7) The software is provided exclusively in machine-readable form in object code, even if the Customer has been contractually granted a right to modify it.

(8) The Customer may only transfer software purchased via a one-off payment to third parties as a whole, together with the accompanying documentation and only with the prior consent of Procilon. In this case, the Customer is obliged to pass on these usage obligations to the third party.

(9) In the case of software for which Procilon holds only a non-exclusive right to use granted by a licence agreement, the licence terms of the respective rights holder shall take precedence. In the case of open-source software, Procilon shall make the source code provided to the Customer upon request.

(10) All other rights to the software remain with Procilon.

(11) Where software is provided as part of SaaS services, the Customer is granted, for the term of the contract, a non-exclusive, non-sublicensable and non-transferable right to access and use the software via the interfaces provided by the SaaS service, which may be made available via interfaces provided by the SaaS services or the Customer's browser, in accordance with the contractual provisions. The software is not physically provided to the Customer.

(12) The Customer undertakes to use the software and SaaS services exclusively in accordance with their intended purpose and the terms of the contract. Furthermore, the Customer shall comply with all legal provisions (e.g. including industrial property rights, copyright and competition law) when using the software and shall not process any content that is unlawful or infringes laws, regulatory requirements or the rights of third parties. In particular, the Customer shall not use the software to process content that glorifies war and/or violence, is of a right-wing or left-wing extremist nature, constitutes child pornography, or violates human dignity.

(13) Upon termination of the contract, the Customer is obliged to cease use of the software and SaaS services immediately and to permanently delete or destroy all copies and installations of the software provided, as well as all content stored via the SaaS services. Procilon is entitled to verify compliance with this obligation.

(14) In the event of breaches of these granted rights of use, Procilon is entitled to temporarily or permanently block access to the software or the SaaS services and to claim damages. Further statutory and contractual rights remain unaffected.

§ 8 Statutory warranty for material defects

(1) Procilon warrants that the services provided at the time of handover or provision correspond to the contractually agreed scope of services and are free from material defects and defects of title that significantly impair their suitability for the contractually intended use.

(2) The Customer must notify Procilon in writing of any apparent defects without delay, and at the latest within five (5) working days of becoming aware of them. If such notification is not provided in good

time, warranty claims in this respect are excluded. Hidden defects must be reported immediately upon their discovery.

(3) In the event of justified complaints, Procilon shall, at its discretion, remedy the defect or provide a replacement. If the remedy fails, the Customer may, in accordance with statutory provisions, reduce the price or withdraw from the contract.

(4) The warranty period is twelve (12) months from the handover or provision of the service, unless a mandatory longer statutory period applies or has been contractually agreed. For software, the period begins upon the first provision of access or installation.

(5) No warranty claims shall arise where defects are attributable to (a) a merely insignificant deviation from the agreed quality, (b) a merely insignificant impairment of usability, (c) improper use or incorrect operation by the Customer or third parties, (d) modifications or interventions without Procilon's prior consent, (e) external influences beyond Procilon's control, (f) the use of the services outside the system environments specified or approved by Procilon, in particular when used in unsupported hardware, software or network configurations, and (g) failure to install provided updates or patches.

(6) With regard to the granting of the right to use the SaaS services, the warranty provisions of tenancy law (Sections 535 et seq. of the German Civil Code (BGB)) apply. Strict liability pursuant to Section 536(1) of the German Civil Code (BGB) for material defects that already existed at the time of conclusion of the contract is excluded; liability for defects of title remains unaffected by this. The Customer is not entitled to claim a reduction in remuneration by independently deducting the amount of the reduction from the current remuneration payable. The Customer's claim under the law of unjust enrichment to reclaim the portion of the remuneration overpaid as a result of a justified reduction remains unaffected by this.

§ 9 Warranty for defects of title

(1) Procilon warrants that the contractual use of the services provided, in particular software, does not infringe any third-party rights. This applies in particular to industrial property rights and copyright.

(2) If, as a result of the Customer's use of the services, third parties assert claims for infringement, the Customer shall inform Procilon immediately in writing and enable Procilon to defend itself against the claims asserted.

(3) In the event of a justified complaint regarding a legal defect, Procilon shall be entitled, at its own discretion, either to amend or replace the service in such a way that no third-party rights are infringed, or to procure for the Customer, through appropriate measures, a right to use that corresponds to the contractually agreed use.

(4) The warranty period for legal defects corresponds to that for material defects and amounts to twelve (12) months from the provision of the service, unless a mandatory longer statutory period applies or has been contractually agreed.

§ 10 Liability

(1) Procilon shall be liable without limitation in cases of fraud, willful misconduct or gross negligence, within the scope of an expressly assumed written guarantee, and for damages resulting from injury to life, limb or health.

(2) Otherwise, Procilon's liability – irrespective of the legal basis, in particular arising from contractual or tortious claims as well as claims for reimbursement of costs – is limited to the foreseeable damage typical for the contract, but not exceeding 100% of the contract value or, in the case of continuing

obligations, the remuneration for the first contractual year. This limitation does not apply in cases of unlimited liability pursuant to paragraph (1) and insofar as unlimited liability cannot be excluded by law or a different arrangement has been agreed contractually.

(3) Liability for indirect damage, in particular for loss of profit, loss of production, loss of use, loss of data or third-party claims, is excluded, unless a case of unlimited liability under paragraph (1) applies.

(4) The above liability provisions shall apply mutatis mutandis to the conduct of and claims against employees, legal representatives and vicarious agents of Procilon.

§ 11 Confidentiality; Data Protection

(1) The parties undertake to treat all confidential information obtained in the course of their cooperation as strictly confidential and to use it exclusively for the purposes provided for in the contract. Confidential information comprises all information of a technical, commercial or other nature which is marked as confidential or which, in the circumstances, is to be regarded as confidential.

(2) Disclosure of confidential information to third parties is permitted only with the prior written consent of the disclosing party. The parties undertake to take appropriate technical and organizational measures to protect confidential information, but at least those which they use to protect their own sensitive information.

(3) The obligation of confidentiality shall not apply to information which (i) can be proven already in the public domain at the time of disclosure or subsequently becomes public knowledge without any breach of contract, (ii) was already lawfully known to the receiving party, or (iii) must be disclosed due to statutory provisions or official orders, in which case the receiving party must inform the other party in writing in advance, insofar as legally permissible.

(4) The confidentiality obligation shall remain in force for a period of five years following the termination of the contractual relationship, unless otherwise agreed.

(5) The parties undertake to comply with the applicable data protection regulations, in particular the GDPR. Insofar as Procilon processes personal data on behalf of the Customer in the course of providing services, the parties shall enter into a separate agreement on data processing in accordance with Article 28 of the GDPR.

(6) The Customer is responsible for compliance with all data protection regulations in connection with the use of the software and/or the SaaS services in relation to the personal data processed by it. It guarantees to Procilon that it is authorised to process the personal data of third parties using the software and/or the SaaS and shall remain authorised to do so for the duration of the processing of such data, and that it shall inform the third parties in a timely and comprehensive manner, in accordance with the relevant statutory provisions, regarding the processing of personal data using the software and/or the services, and shall at all times be in a position to properly document the legal or contractual requirements for the processing of personal data in this manner. The Customer shall indemnify and hold harmless Procilon against any and all claims by third parties arising or likely to arise from a breach of this obligation upon first demand.

§ 12 Term of the contract, termination, suspension

(1) The term of the contract is set out in the relevant contract. Unless a term is specified therein, the term of the contract for continuing obligations is 36 months, commencing on the date the contract is concluded or on the date specified in the contract.

(2) The right of both parties to terminate the contract at any time without notice for good cause remains unaffected. Good cause shall be deemed to exist in particular if a party fails to fulfil its principal contractual obligations or essential ancillary obligations despite a reminder and the setting of a reasonable deadline, or if the Customer's legitimate interests are significantly impaired by unilateral changes to the SaaS services and it is therefore no longer reasonable for the terminating party to continue to be bound by the contract.

(3) Subject to the conditions for the right of extraordinary termination, Procilon shall alternatively be entitled to temporarily or permanently suspend access to the software or the SaaS services. To the same extent, Procilon shall have rights of retention in respect of contractual services yet to be performed.

(4) Termination of the contract must be made at least in text form.

§ 13 Final Provisions

(1) Should any provision of the contract or these General Terms and Conditions, or any provision subsequently incorporated into the contract, be or become wholly or partially void or unenforceable, or should a gap be found in the contract or these General Terms and Conditions, this shall not affect the validity of the remaining provisions (severability clause). It is the express intention of the parties to thereby maintain the validity of the remaining provisions under all circumstances and thus to exclude the application of Section 139 of the German Civil Code (BGB) in its entirety. In place of the void or unenforceable provision, or to fill the gap, the valid and enforceable provision that most closely approximates, in legal and economic terms, what the parties intended or would have intended in accordance with the spirit and purpose of the contract or these General Terms and Conditions had they considered this point at the time of concluding this agreement or incorporating the provision, shall be deemed to have been agreed with retroactive effect; if the invalidity of a provision is based on a measure of performance or time (period or deadline) specified therein, the provision shall be deemed to have been agreed with a legally permissible measure that comes closest to the original measure (substitution by implication). If the fiction of substitution is not possible, a provision or rule shall be agreed in accordance with the substance of the preceding sentence to replace the void or unenforceable provision or to fill the gap (obligation to substitute). If the nullity or gap concerns a provision requiring notarisation, the provision or regulation must be agreed in a notarised form.

(2) Amendments and additions to the contract and/or these General Terms and Conditions must be made in writing at the very least. This also applies to the amendment or cancellation of this clause. If the contract or these General Terms and Conditions stipulate a written form requirement for certain declarations, this takes precedence over the text form.

(3) German law shall apply to the contract and these General Terms and Conditions, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention).

(4) With regard to legal proceedings before the ordinary courts, the exclusive place of jurisdiction for all legal disputes arising from or in connection with this contract shall be the registered office of Procilon, provided that the contracting party is a merchant, a legal entity under public law or a special fund under public law. However, Procilon is also entitled to bring an action at the Customer's general place of jurisdiction.

II. Special Provision

§ 14 Software Provision, Maintenance and Support

(1) Procilon shall provide the contractually agreed software to the Customer in machine-readable form. Provisions shall be made either via data carriers or as a download. There shall be no physical transfer in the case of SaaS services.

(2) The installation of the software on the Customer's systems, as well as training and consultancy services, are not included in the provision of the software and may be commissioned separately as services.

(3) Procilon is entitled to update or further develop the software at any time, in particular to adapt it to legal requirements, technical developments or to improve IT security. Significant changes resulting therefrom which affect the Customer's legitimate interests entitle the Customer to terminate the contract for cause. The Customer has no entitlement to further development of the software per se or to specific adaptations, unless otherwise agreed in the contract or unless this is required by mandatory statutory provisions or a recognised advancement or change in the state of the art.

(4) Maintenance services shall be provided exclusively within the framework of an existing main contract. The rectification of faults shall be governed by the deadlines and priorities agreed in the maintenance contract.

(5) Procilon shall set up a support service for enquiries from the Customer. Enquiries may be submitted by email or via the hotline specified on the website and shall be processed in the order in which they are received, taking into account the agreed priorities.

§ 15 Cloud Services / SaaS Services

(1) Procilon provides the Customer with the contractually agreed SaaS services via the internet. The services are operated on servers within the European Union. Access is via an account to be set up by the Customer with individual login details. The Customer is obliged to treat these login details as confidential and to protect them from unauthorised access.

(2) The SaaS services are provided in their current version. Procilon is entitled to update or further develop the SaaS services at any time, in particular to adapt them to legal requirements, technical developments or to improve IT security. Should this result in a material impairment of the Customer's legitimate interests, the Customer shall be entitled to a special right of termination. The Customer has no entitlement to the further development of the SaaS services per se or to specific adaptations, unless otherwise agreed in the contract or unless this is required by mandatory legal provisions or a recognised advancement or change in the state of the art.

(3) Procilon commits to an annual availability of the SaaS services of 97%. Maintenance periods and outages outside Procilon's sphere of responsibility are not taken into account when calculating availability. Maintenance work shall be announced in good time and, where possible, carried out outside normal business hours.

(4) The Customer is obliged to report any noticeable disruptions or restrictions to the services without delay. Response and rectification shall take place in accordance with the priority and time limit provisions agreed in the contract.

(5) Procilon shall provide the Customer with storage space to the extent necessary for the use of the services. The Customer shall remain the owner of the stored data and shall be responsible for its backup. Procilon shall take appropriate technical measures to protect the data, but shall not assume any duties of safekeeping or custody. Section 7(11) and Section 11(6) shall apply mutatis mutandis.

(6) Upon termination of the contract, the Customer's data will be deleted within 30 days, unless otherwise agreed in the contract. Procilon will assist the Customer, at the Customer's expense, with the transfer or backup of the data.

§ 16 Consultancy services and training courses / workshops

(1) The scope of the services is set out in the contract or a separate agreement. Any changes or extensions require written confirmation from Procilon.

(2) The services are provided as services. No specific result is required unless expressly agreed in the contract. Procilon is entitled to engage suitable third parties to provide the services.

(3) The services shall be carried out in close consultation with the Customer. The Customer undertakes to provide all information, documents and access required for the provision of the services in good time and to designate competent contact people.

(4) Procilon shall document the key content and results of the consultancy or training in an appropriate form. The scope and format of the documentation shall depend on the subject matter in question and the contractual agreements.

(5) All rights of use to work products arising within the scope of the services, in particular training materials, presentations, analyses or recommendations, remain exclusively with Procilon. Any use by the Customer beyond the contractually intended purpose is excluded, unless otherwise agreed in the contract.

§ 17 Certification Services

(1) Procilon may issue, arrange for the issuance of, or distribute electronic certificates within the meaning of Regulation (EU) No. 910/2014 (the "eIDAS Regulation"). These may be qualified or advanced certificates issued by third-party qualified trust service providers ("TSPs") or advanced certificates issued by Procilon itself.

(2) The terms and conditions of the issuing TSP shall take precedence with respect to the issuance, content, and validity of qualified electronic certificates. Where a defect in the certificate is based on a circumstance for which the issuing TSP is responsible, Procilon shall, at the Customer's request, assign to the Customer Procilon's claims against the TSP; otherwise, Procilon's liability shall be governed by § 10.

(3) In accordance with the Agreement, the Customer shall transmit the identification data required for the issuance of a certificate directly to the TSP. Alternatively, Procilon shall forward the data to the TSP. The same shall apply to revocation and renewal requests. Requests submitted to Procilon shall be forwarded to the TSP without undue delay.

(4) Insofar as Procilon itself issues advanced electronic certificates, applications for and the issuance of such certificates shall be governed by the Agreement. Revocation requests must be submitted to Procilon in text form. Procilon may permanently revoke a certificate without a revocation request if the certificate data are inaccurate or there are specific indications of unauthorized use. A replacement certificate shall be issued at the prices applicable when it is ordered, unless the revocation results from a breach of duty by Procilon.

(5) By way of derogation from § 12, the Agreement shall terminate automatically upon expiry of the certificate's agreed validity period.

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