1. Scope of Application

1.1 These general terms and conditions ("GTC") apply to deliveries and services of the abat group of companies with its registered office in Germany. In the following, the company of the abat group of companies that has concluded the contract with the customer is referred to as "abat" or "we".

1.2 Any terms and conditions of the customer that conflict with or deviate from our GTC shall not apply unless we have expressly agreed to their validity. Our GTC shall also apply if we carry out the delivery without reservation in the knowledge of terms and conditions of the customer that conflict with or deviate from our GTC.

1.3 Our GTC shall also apply to all future contracts with the customer within the framework of the existing business relationship.

2. Conclusion and Performance of the Contract

2.1 Our offers are subject to change and may be revoked by us at any time until written declaration of acceptance by the customer, unless we have expressly designated the offer as binding.

2.2 Unless expressly agreed otherwise, the object of delivery or performance shall only have the characteristics expressly stipulated in the contract; these shall only constitute guarantees if we expressly declare that we wish to assume liability for them irrespective of fault or if they are expressly designated as such by us; guarantee declarations must be made in writing in order to be effective.

2.3 Quality requirements or other performance requirements (e.g. IT security requirements, compliance requirements, programming requirements, documentation requirements) shall only become part of the contract if they were expressly included at the time of conclusion of the contract and confirmed by us without reservation. Concrete documentation, such as software parts lists (e.g. software bill of material) or copyright notices (e.g. when using free and open source software) shall only be provided by us if we are legally or contractually obliged to do so.

2.4 Brochures, promotional literature or information on the respective homepage issued by us or the manufacturer of products (including software) are only part of the agreed quality of our delivery item if we have expressly agreed this with the customer.

2.5 Unless expressly agreed otherwise with the customer, the following services are not included in our scope of services:

i) the procurement or provision of third-party software, including licences to third-party standard software; and

ii) further and new developments including patches, updates and upgrades of third-party software, software developed by us or interfaces developed by us.

2.6 We may use subcontractors for the provision of services, unless otherwise agreed.

3. Duty of Cooperation of the Customer

3.1 The customer assumes as an essential contractual obligation to ensure that all necessary cooperation and provision services are rendered in the necessary quality and on the agreed dates or dates required for the realisation of the project without additional costs for us. Insofar as this is necessary for the success of the performance, the customer shall in particular provide his own personnel in

sufficient numbers as well as competent contact persons for the entire duration of the project. The customer undertakes in particular to provide computer performance, infrastructure and the necessary software systems, unless otherwise contractually agreed.

3.2 If information or documents provided by the customer prove to be incorrect, incomplete, ambiguous or objectively not feasible, the customer shall make the necessary corrections and/or additions immediately after being notified by us. The customer shall immediately remedy or have remedied any defects or malfunctions of components provided by us.

3.3 If the customer fails to cooperate, we shall be entitled to terminate the contract without notice after the unsuccessful expiry of a reasonable deadline set by us. Irrespective of the assertion of this right of termination, we shall be entitled to compensation for the damage or additional expenses incurred as a result of the failure to cooperate.

4. Granting of Rights

4.1 Unless otherwise agreed in an individual contract, the customer acquires, upon full payment of the agreed remuneration, a non-exclusive right, unlimited in terms of space, time and content, to use the work results or delivery items (e.g. interfaces, software, concepts, representations) exclusively in accordance with the respective purpose of the contract. Without a separate agreement, the customer is not entitled to reproduce, distribute, publicly reproduce, process or transfer the work results to third parties.

4.2 Insofar as the work results or delivery items are software, the customer shall only receive them in object code. The transfer of the source code requires a separate agreement. The statutory rights of the customer pursuant to Sections 69d, 69e German Copyright Act (UrhG) shall remain unaffected.

4.3 Software developments in the area of SAP applications, which are carried out by abat directly on the customer's systems, are handed over in source code - insofar as this is technically necessary.

4.4 Copyright notices, serial numbers and other features serving to identify the programme may not be removed or changed from the work results or delivery items.

4.5 Insofar as the granting of exclusive rights of use has been expressly agreed in individual contracts, this shall only refer to the work results developed or produced for the customer within the scope of the contractual services. Only non-exclusive rights of use are granted to software or other protected services that have already been developed or provided by us irrespective of the specific contract.

4.6 Irrespective of the scope of the transfer of rights to the customer, we are in any case permitted to use ideas, concepts, acquired know-how, etc. for further developments and services, also for other customers.

5. Free and Open Source Software

5.1 We reserve the right to use and implement Free and Open Source Software (FOSS) in our delivery items, for which special licence conditions may apply over and above these GTC. In this respect, we do not owe the customer that the delivery items are free of third-party rights. We shall inform the customer about the use of FOSS, insofar as this is required according to the FOSS licence terms applicable in each case.

5.2 In the absence of a contractual agreement, we are not obliged to

technically check the work results for FOSS content (e.g. perform FOSS code scans) or to check the licence compatibility of our work results with the customer's software and/or with third-party software.

6. Use of Artificial Intelligence

6.1 We reserve the right to use Artificial Intelligence Systems ("AI Systems") in the course of providing the Services.

6.2 Insofar as the use of specific AI Systems is required by the customer within the scope of the provision of services, we are not responsible for the legal conformity of the work results (including freedom from property rights and data protection conformity). In these cases, the customer will check on its own responsibility in particular whether the work results violate the rights of third parties.

6.3 Insofar as our deliveries or services include AI systems that are subject to the EU AI Regulation or other AI regulation, we will offer necessary support services for the implementation of the legal requirements against separate remuneration.

7. Cloud Services

7.1 If our services involve the provision of cloud services (e.g. provision of software-as-a-service), hosting services (e.g. provision of computing and storage capacities) are not included in the scope of services in the absence of an agreement to the contrary.

7.2 If the provision of hosting services has been contractually agreed as part of the cloud services, we only owe a reasonable and customary availability of the cloud application, a maximum of 98% on a monthly average.

8. Deadlines and Dates

8.1 A time schedule as well as milestones in a project serve as orientation in the project's schedule. Deadlines shall only be binding if they are expressly agreed as binding deadlines; this agreement must be in writing to be effective. Insofar as no binding deadlines and dates have been agreed with us, we shall only be in default if the customer has previously set us a reasonable grace period for the performance of the owed delivery without result. In any case, deadlines shall only run from the complete performance of all acts of cooperation owed by the customer and, if applicable, from the receipt of an agreed down payment. Subsequent requests for changes or delayed cooperation on the part of the customer shall extend the delivery times appropriately.

8.2 If the delivery owed by us is delayed due to unforeseeable circumstances for which we are not responsible (e.g. industrial disputes, operational disruptions, transport obstacles, shortage of raw materials, official measures, epidemics or pandemics), we shall be entitled to withdraw from the contract in whole or in part or, at our discretion, to postpone the delivery for the duration of the hindrance. The customer shall be informed immediately of the non-availability of the services. Claims for damages by the customer are excluded.

8.3 If the customer does not fulfil his cooperation, collaboration or provision obligations in whole or in part, the performance dates affected by this shall lose their binding force, in particular we shall not be in delay. After unsuccessful reminder, we shall be entitled to demand compensation for the damage incurred by us, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the delivery item shall also pass to the customer at the

point in time at which the customer is in default of acceptance. If the customer does not fulfil his obligations to cooperate or provide within a reasonable period of grace following a further reminder, we shall also be entitled to terminate the contract without notice. In this case we shall be entitled to claims for compensation and remuneration at least in an amount resulting from § 649 German Civil Code (BGB); further claims on our part shall remain unaffected. We shall have the same right in the event that, as a result of the delay that has occurred, we are no longer able to carry out the project within a reasonable period of time or only at considerably higher costs, for example due to other obligations.

9. Changes in Performance

9.1 Changes in performance shall only become part of the contract insofar as they are accepted by us in writing. Insofar as a change request has an effect in particular on the contractually agreed remuneration or deadlines, we may demand an appropriate adjustment of the contractual conditions, in particular an increase in remuneration or the postponement of deadlines.

9.2 At our request, the customer shall detail his request for change to the extent that the task is detailed in the contract. At the customer's request, we will support him in the detailing of the change request against remuneration.

10. Acceptance

10.1 Advisory and consulting services as well as other services, such as support services within the scope of software development, are service contracts (§§ 611 ff. BGB) which do not require acceptance. Insofar as our services or parts of our services (e.g. within the scope of software development) require acceptance due to the statutory provisions, the customer shall be obliged to do so. Minor defects which do not seriously impair the suitability of the delivery for the contractually specified purpose do not entitle the customer to refuse acceptance, without prejudice to his right to assert statutory claims for defects.

10.2 Acceptance shall be deemed to have been granted when

-the customer refuses to declare acceptance in breach of paragraph 1 above or refuses to cooperate in a joint acceptance test despite being requested to do so within the time limit; or

-the customer does not immediately declare acceptance in writing after a joint acceptance test has been carried out, although he has been requested to do so by us with a period of seven working days, unless the customer specifies in writing within this period the defects on the basis of which he refuses acceptance, in which case we will again draw the customer's attention to the intended significance of his conduct at the beginning of the period.

10.3 In the case of self-contained partial services, we shall be entitled to partial acceptance.

11. Remuneration / Terms of Payment

11.1 Unless otherwise agreed, we are entitled to reimbursement of necessary expenses in addition to the fee. The remuneration for our services shall be calculated according to the time spent on the activity (time fee) or agreed in writing as a fixed price.

11.2 In the case of billing according to daily or hourly rates, hours of service that have begun will be charged in full.

11.3 All claims shall become due upon invoicing and shall be payable without deductions within 14 days after receipt of

the invoice. The statutory value added tax shall be added to all price quotations and shown separately in the invoices.

11.4 The customer may only offset or assert a right of retention or a right to refuse performance if its counterclaim has been legally established or is undisputed. Offsetting or assertion of a right of retention or right to refuse performance on the basis of a counterclaim for compensation of costs for the rectification of defects or additional costs for completion arising from the same legal relationship shall always be possible in deviation from sentence 1.

11.5 If a risk to our payment claim becomes apparent due to a lack of solvency on the part of the customer, we shall be entitled to declare all claims not yet due arising from the business relationship with the customer immediately due and payable and to demand advance payment from the customer. A threat to the payment claim shall be deemed to exist in particular if information from a bank or credit agency suggests that the customer is not creditworthy or if the customer is in arrears with at least two invoices.

11.6 Details of the method of payment shall be regulated in the contract.

12. Claims for Defects

12.1 Advisory and consulting services are services (§§ 611 ff. BGB) and the customer is therefore not entitled to any warranty rights for defects. Insofar as the customer has warranty rights to our services in accordance with the relevant statutory regulations and we have provided a defective delivery or service, the customer shall give us the opportunity to remedy the defect within a reasonable period of time, unless the remedy is unreasonable for the customer in the individual case or special circumstances exist which justify immediate withdrawal after weighing up the interests of both parties. We shall in any case have the right to choose between rectification of the defect or delivery of a defect-free item.

12.2 The customer is obliged to inspect the delivery item for obvious defects that are readily apparent to an average customer. Obvious defects, such as the absence of components or documentation material, must be notified to us in writing within one week of receipt of the delivery. Defects which only become apparent later before the expiry of the limitation periods for claims for defects must be notified to us in writing within one week of their discovery by the customer. In the event of a breach of the duty to inspect and give notice of defects by the customer, the delivery item shall be deemed to have been approved in view of the defect in question.

12.3 Claims for defects must be asserted by the customer in writing, naming all detected defects and stating the circumstances under which they became apparent. A defect shall not be deemed to exist if a defect claimed by the customer cannot be reproduced. If the customer has interfered with delivered components, hardware or software, claims for defects on the part of the customer shall only exist if the customer proves that his interference was not the cause of the defect.

12.4 If it turns out that a defect claimed by the customer does not exist, in particular if a claimed defect cannot be reproduced, we shall be entitled to demand reasonable compensation for our expenses, unless the customer is only guilty of slight negligence.

12.5 If the supplementary performance fails, is refused by us or is unreasonable for the customer, the customer shall be entitled exclusively to the other statutory claims for defects (withdrawal, reduction,

self-execution, damages or compensation for futile expenses). Claims for damages exist exclusively in accordance with section 14 of these terms and conditions.

12.6 If the defect is only an insignificant deviation from an agreed quality, the customer shall only be entitled to subsequent performance or to a reasonable reduction, at our discretion. If no quality has been agreed, the same shall apply in the event of an only insignificant deviation from the suitability for the otherwise customary use assumed under the contract, which is customary for services of the same type and which the customer can expect according to the type of service.

12.7 A defect does not exist if third-party software is defective or subsequently changes due to further developments (including patches, updates or upgrades) and our performance results (e.g. interfaces) do not have the agreed or presupposed quality for this reason.

12.8 Insofar as rental contract provisions apply to our services (e.g. in the case of cloud services), the following shall apply: The statutory strict liability due to defects that already existed at the time of conclusion of the contract is excluded.

13. Legal Defects

13.1 We shall only be liable for infringements of third party rights by our performance insofar as the performance is used in accordance with the contract and in particular in the contractually agreed, otherwise in the intended environment of use without modification. Insofar as the deliveries or work results are to be used outside the European Union, an express agreement is required for this.

13.2 If a third party asserts against the customer that a service provided by us infringes its rights, the customer must inform us immediately. We are entitled, but not obliged, to defend the asserted claims at our own expense.

13.3 If the rights of third parties are infringed by our performance and this constitutes a defect of title, we shall, at our own discretion and at our own expense, (a) procure a corresponding right of use for the customer or (b) render the performance free of infringement. If we are unable to remedy the situation, we may take back the service and refund the remuneration incurred for it. We shall give due consideration to the interests of the customer when choosing the remedial measures.

13.4 In all other respects, the provisions of these GTC shall apply, in particular with regard to liability and the statute of limitations.

14. Liability

We shall be liable for damages exclusively in accordance with the following provisions:

14.1 We are liable for

- intentional or grossly negligent action,
- for any culpable breach of essential contractual obligations.

14.2 Insofar as we are liable in cases of simple negligence, the liability be limited to compensation for the foreseeable damage typical for the contract, up to a maximum of one million euros. Otherwise, liability for property damage and financial loss is excluded. Liability for personal injury and liability under the Product Liability Act shall remain unaffected by these liability provisions.

14.3 We shall only be liable for the recovery of data if the customer has ensured that lost data can be recovered with reasonable effort. The customer is therefore obliged to regularly back up data and

programmes at intervals appropriate to the application.

14.4 Insofar as our liability for damages is excluded or limited in accordance with the above provisions, this shall also extend to the personal liability of our executive bodies, employees and other staff, representatives and vicarious agents and shall also apply to all claims due to culpa in contrahendo, breach of ancillary obligations and claims in tort (in particular §§ 823 ff. BGB) including any recourse claims pursuant to § 840 BGB, § 5 German Product Liability Act (ProdHaftG) in conjunction with § 426 BGB, but not for claims pursuant to §§ 1, 4 ProdHaftG.

15. Limitation

15.1 The customer's claims for defects shall become statute-barred after one year from the statutory commencement of the limitation period. Insofar as the law on contracts for work and services applies in accordance with the statutory provisions, the one-year limitation period shall commence upon acceptance. Excluded from this are claims according to §§ 438 para. 1 no. 1, 2; 634a para. 1 no. 2 BGB.

15.2 Other contractual claims of the customer, insofar as the customer is an entrepreneur, due to breaches of duty shall become statute-barred after one year from the statutory commencement of the limitation period.

15.3 The statutory limitation periods shall remain unaffected by the above provisions in the following cases:

- for damages resulting from injury to life, body or health;
- for other damages based on an intentional or grossly negligent breach of duty by us, our legal representatives or vicarious agents;
- for the right of the customer to withdraw from the contract in the event of a breach of duty for which we are responsible and which does not consist of a defect in the purchased item or the work;
- for claims due to fraudulent concealment of a defect and from a guarantee of quality within the meaning of § 444 or § 639 BGB;
- for claims for reimbursement of expenses pursuant to § 478 para. 2 BGB.

16. Retention of Title

16.1 Until full payment of all claims arising from the respective contract, including all ancillary contracts, deliveries in kind shall remain our property. The inclusion of individual claims in a current invoice as well as the striking of a balance shall not affect the retention of title; in this case the retention of title shall refer to the recognised or actual balance. Payment shall only be deemed to have been made when the equivalent amount has been received in our bank account. The retention of title shall not be revived for delivery items if, after the customer has acquired ownership of these delivery items, new claims arise from the business relationship with him.

16.2 The customer shall keep the goods in safe custody for us with due commercial care and insure them adequately against fire, water, theft and other liability risks at his own expense. The customer assigns his claims from the insurance contracts to us; we accept the assignment.

16.3 In the event of seizure or other interventions by third parties, the customer must notify us immediately in writing.

16.4 The customer shall bear all pre-litigation and court costs which have to be incurred in order to lift a seizure or other access by a third party to the reserved

goods and to recover them, insofar as they cannot be collected from the third party.

17. Documents provided

The customer is liable for documents that the customer hands over to us. We are not obliged to check the legality of the use. Should a third party claim injunctive relief or damages against us due to the use of such documents, the customer shall indemnify us against all claims of third parties.

18. Data Protection

We process personal data in accordance with the relevant data protection provisions, in particular the provisions of the EU General Data Protection Regulation (GDPR). Insofar as we process personal data on behalf of the customer, we conclude order processing agreements in accordance with Article 28 GDPR where necessary.

19. Confidentiality

19.1 Insofar as the Parties exchange information of a technical or business nature (e.g. samples, know-how, strategies, business plans) requiring secrecy within the scope of the cooperation, they shall treat such information as strictly confidential and in particular shall not disclose it to third parties. The confidentiality obligation does not apply to information that (a) was evident at the time of disclosure to third parties, (b) was already known to the receiving party, (c) was independently developed by the receiving party or (d) was lawfully obtained from a third party.

19.2 We are also entitled to disclose confidential information to affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG) insofar as this is necessary for the performance of the contract. Furthermore, the disclosure of information to lawyers and tax advisors is permissible insofar as this is necessary.

19.3 The confidentiality obligation shall continue to apply for a period of five years after termination of the respective contract.

20. Loyality

The parties undertake to be loyal to each other. In particular, the parties shall refrain from hiring or otherwise employing employees or former employees who are or were active within the scope of the performance of the contract before the expiry of twelve months after the termination of the cooperation.

21. Reference

We are entitled to publicly name the business relationship with the customer as a reference and to display customer logos for these purposes (e.g. on our website).

22. Right of Retention

Until our claims have been settled in full, we shall have a right of retention to the documents provided to us, the exercise of which, however, shall be contrary to good faith if the retention would cause disproportionately high damage to the customer which cannot be justified when both interests are weighed up.

23. Export / re-export Regulations

23.1 The sale, delivery, transfer, licensing and installation of hardware and software, including our services and contractual work, are considered high technology and are therefore generally subject to the provisions of the Foreign Trade and Payments Act of the Federal Republic of Germany as well as other comparable

provisions of the country of origin of the U.S.A. and other countries of origin.

23.2 The customer assures that he will observe these regulations on his own responsibility. This also applies to all products which are manufactured by us directly on the basis of the above-mentioned services. We are entitled to refuse performance of the services if the above regulations are thereby violated.

24. Force Majeure

We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events which were not foreseeable at the time of the conclusion of the contract (e.g. war, operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining the necessary official permits, pandemics or epidemics, official measures or the non-delivery, incorrect delivery or late delivery by suppliers) for which we are not responsible. Insofar as such events make it significantly more difficult or impossible for us to deliver or perform and the hindrance is not only of a temporary nature, we shall be entitled to withdraw from the contract.

25. Jurisdiction, Applicable Law and Miscellaneous

25.1 If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be the place of our registered office. The same applies if the customer does not have a general place of jurisdiction in Germany or relocates his domicile or usual place of residence abroad after conclusion of the contract or if his domicile or usual place of residence is unknown at the time the action is brought.

25.2 The laws of Germany shall apply.

25.3 Should individual provisions of the contract be or become invalid or void, this shall not affect the validity of the rest of the contract. The invalid or void provision shall be deemed to be replaced by such provision which comes closest to the economic sense and purpose of the invalid or void provision in a legally effective manner. The above provision shall apply mutatis mutandis in the event of loopholes.

25.4 Nothing we do, other than an express written waiver, shall constitute a waiver of any right we have under the contract, these GTC or the law. Any delay in exercising the rights shall also not be deemed to be a waiver of the right concerned. A single waiver of a right shall not be deemed to be a waiver of that right on any other occasion.

25.5 Insofar as we publish these GTC in other language versions, the German language version shall always take precedence in the event of contradictions or difficulties of interpretation.