General Terms and Conditions for Contracts with Business Customers (B2B GTC)

I. Scope of Application

I.1. These GTC form the basis for contracts of TKI mbH with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) in the following areas:

1. **Software**: Granting of rights of use to software of TKI mbH and to third-party software that is distributed by TKI mbH or implemented in its own software
2. **Services**: Consulting services and migrations by TKI mbH, e.g. project management, analyses, migrations, support
3. **Sale and rental** of electronic hardware

I.2. The details of the scope of services are set out in the respective contract offers of TKI mbH and any associated product descriptions, which together with these GTC govern all rights and obligations of the contracting parties, unless mandatory statutory provisions provide otherwise.

The inclusion and application of other terms and conditions is excluded.

II. Rights of Use to Software

II.1. Insofar as the subject matter of the contract includes the granting of rights of use to software of TKI mbH, TKI mbH grants the customer, subject to full payment of the respective licence fee (but without prejudice to the assertion of any warranty claims, etc.), the non-exclusive, non-transferable and non-assignable right to use the software (licence). This licence is limited to the period of use agreed in the contract offer (software rental) and may only be used within the territory likewise specified in the contract offer, irrespective of whether the territory is defined by geographical or regional-political (city, municipality, district or similar) parameters or parts thereof. This licence also covers third-party software that is, where applicable, integrated into the software of TKI mbH or distributed by TKI mbH, and includes the use of such software. TKI mbH warrants that it is entitled to grant rights of use to this software. These GTC apply accordingly to these rights of use.

II.2. For the provision of access to internet-based use of the software (Software as a Service, SaaS) and for the hosting of customer data on servers of TKI mbH or on third-party servers, the following sections III and IV apply in addition.

II.3. Use of the software for a purpose other than that specified in the contract offer is not permitted.

II.4. The licence entitles the customer to use of the software only by the number of users agreed in the contract offer. However, the customer has the right to permit use by users in affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG), within the scope of the agreed number of users.

II. 5. The software may only be copied once and solely for backup and archiving purposes, and only if the copy is provided with a comprehensive copyright notice referring to the rights of TKI mbH in the software, together with all additional restrictions on use under this contract, and with the designation of the original version. This also applies to updates and extensions of software already in use.

II. 6. Insofar as the software of TKI mbH contains programs that regulate and monitor the number of simultaneous users of the software in a network environment together with the number of licensed copies of the software (excluding backup copies), so-called licence managers, the customer consents to the inclusion and use of such licence managers and other protection mechanisms in relation to the software. It is prohibited to circumvent, remove, decompile (reverse engineer) or copy such a licence manager or other protection mechanisms and technical restrictions.

II.7. The software may not be modified, decompiled, disassembled, reverse engineered, taken apart or converted into a human-readable form, in whole or in part, except at the user interface and for extensions of the data model without effect on the functionality of the software, nor may it be passed on or made available, whether for a fee or free of charge, to third parties other than those named in Section II.4 without the prior written consent of TKI.

III. Internet-Based Use of Software (SaaS) and Data Hosting

III.1. Where the right to use software is granted by way of internet-based use (SaaS), it is not permitted to download, install or use the software on computer systems. This also applies if the software is made available to the customer by TKI mbH on

virtual workstations (so-called hosting workstations).

III.2. SaaS and data hosting require the customer to transmit personal data to TKI mbH, including data of persons who have a relationship with the customer. The customer expressly consents to the processing of this data by TKI mbH upon acquisition of the corresponding licences or, if this takes place only after use has begun, upon commencement of use. Data processing by TKI mbH takes place within the scope of the data protection provisions of TKI mbH, which can be viewed at https://www.tki-chemnitz.de/de/datenschutz.html and which, in their respective version, form part of the licences, and in accordance with the agreements concluded for data processing on behalf of the controller (DPA) and for the technical and organisational measures to be observed for data protection (TOM), exclusively for the agreed provision of the applications.

III.3. All data, content, documents and other information that the customer or its users enter into, store in, process in or generate with the software (hereinafter "Customer Data") remain the exclusive property of, or subject to the exclusive rights of, the customer. The storage or processing of Customer Data in the systems of TKI mbH does not transfer any ownership, usage or other rights in the Customer Data to TKI mbH.

TKI mbH receives only the non-exclusive rights of use to the Customer Data that are necessary for the provision of the contractually agreed services and that are limited in time to the term of the contract.

III.4. TKI mbH will not use Customer Data, in whole or in part, for the development, training, optimisation, validation or operation of artificial intelligence, machine learning models, large language models (LLM) or comparable automated systems. Customer Data is used exclusively for the provision of the contractually agreed services, for error analysis, error correction and system security, and for compliance with legal obligations. Any use deviating from this requires a separate written agreement between TKI mbH and the customer.

IV. Customisation and Support of Software

IV.1. All services of TKI mbH (maintenance, customisation to user requirements, etc.) that it provides in connection with the software licences granted by it constitute services under Section 611 BGB, unless otherwise agreed in these GTC or in writing.

IV.2. TKI mbH provides these services in accordance with the respective state of the art and of IT development and the rules of proper professional practice.

IV.3. The achievement of a specific success or result is owed only if this was agreed in text form or in writing before the start of the service.

V. Purchase and Rental of Hardware

V.1. Title to purchased hardware passes to the customer only upon full payment of the purchase price. Until that time, TKI mbH expressly reserves title to it.

V.2. For rented hardware, the customer is entitled to use it during the agreed rental period exclusively for the agreed purpose. After the agreed rental period has expired, the customer must return the hardware to TKI mbH at its place of business in Chemnitz at its own expense, unless it purchases it under a separate agreement with TKI mbH. The customer must provide compensation upon return for damage to or deterioration of the hardware that goes beyond that caused by contractual use and that is not covered by insurance or a protection plan.

VI. Warranty and Guarantees

VI.1. TKI mbH warrants for the software made available for use that, for the agreed period of use, the software will function in accordance with the product description, provided that it is installed and operated by the customer in accordance with the product and installation descriptions.

VI.2. A defect in the software constitutes a deficiency giving rise to a warranty claim only if it impairs the scope of functions of the software described in the respective product description by more than an insignificant amount.

VI.3. In the event of a warranty claim, there is an entitlement to have TKI mbH, at its option and at its expense, within a reasonable period, either

- replace the software so that the restricted functionality is restored (this includes replacement with a newer version or equivalent software),
- restore the scope of functions of the software in accordance with the product description by other measures, e.g. program corrections (so-called patches), provision of updates or provision of rules for circumventing the errors (workaround solutions).

Further claims are excluded. The customer is aware of and acknowledges that there is no error-free software and that failures and interruptions may occasionally occur during operation.

VI.4. TKI mbH determines the place of defect remedy.

VI.5. In the case of internet-based use of the software, TKI mbH gives no warranty whatsoever for errors in transmission technology, or interruptions thereof, that are beyond its control.

VI.6. Warranty is excluded for support, service and consulting services.

VI.7. For hardware sold or rented, the warranty is limited to its replacement or repair. Claims for damages are excluded, unless the defect was fraudulently concealed by TKI mbH.

This also applies if a defect occurs in rented hardware during the rental period. The customer is not entitled to reduce the rent because of such a defect.

VII. Obligations of Software Users

VII.1. The software and hardware made available for use by TKI mbH, and the other services provided by it in connection therewith, require users to employ third-party computer systems (hardware) and computer programs (software), the specifications of which are listed by TKI mbH in the product descriptions. Unless otherwise agreed, it is solely the customer's responsibility to comply with these specifications and, with regard to third-party software specified there as required, to ensure the corresponding rights of use. The same applies to the provision of the required data transmission infrastructure (e.g. internet and intranet).

VII.2. The customer must ensure that the users and operators of the software and hardware made available for use by TKI mbH have the necessary knowledge to use them properly in accordance with the product descriptions and operating instructions provided by TKI mbH.

VII.3. If the software and hardware made available for use by TKI mbH is to be used outside the Federal Republic of Germany, the customer must ensure compliance with the laws and other provisions applicable there regarding the import, export and use of the software. In particular, the customer must comply with all trade restrictions (embargoes) that apply in the state of its registered office, the state of the intended use of the software, the European Union and the Federal Republic of Germany. If trade restrictions are imposed by states or groups of states other than those mentioned above and violations thereof are subject to sanctions (secondary sanctions), these embargoes must also be complied with. The customer shall indemnify TKI mbH against any liability in respect of claims by third parties asserted against TKI mbH due to culpable non-compliance with this obligation and shall compensate TKI mbH for any damage that is not made good by the indemnification.

VII.4. TKI mbH is not liable for restrictions on the use of the software and hardware made available by it, nor for damage that occurs as a result of non-compliance with these obligations or of faults in the third-party computer systems (hardware) and computer programs (software) referred to in paragraph 1 or the connection infrastructure mentioned there.

VIII. Damages and Liability

VIII.1. TKI mbH is liable for damages in accordance with the statutory provisions, unless otherwise provided below.

VIII.2. TKI mbH is not liable for damage arising directly or indirectly as a result of the acquisition of rights of use to software or hardware, the use or operation of software or hardware, or their failure. In particular, it is not liable for lost profits, unrealised cost savings, loss of data or other disadvantages resulting therefrom. This limitation of liability also applies if TKI mbH has been informed of the possibility of such damage occurring.

VIII.3. TKI mbH is liable for damage other than personal injury only in cases of intent or gross negligence, the burden of proof being borne by the customer, and only to the extent specified below:

TKI mbH is liable in full for personal injury and in cases of intent; in all other cases only up to the amount of the typically foreseeable damage and for breach of such obligations the fulfilment of which is essential for the proper performance of the contract or the breach of which jeopardises the achievement of the purpose of the contract and on whose fulfilment the customer may regularly rely (cardinal obligation). In addition, liability is limited in total to an amount equal to the total remuneration owed under the respective contract, but to a maximum of EUR 100,000.

VIII.4. The defence of contributory negligence and of failure to comply with the duty to mitigate damage remains unaffected.

VIII.5. The limitation of liability applies to all claims for damages, irrespective of their legal basis, including but not limited to contractual, pre-contractual or quasi-contractual claims and claims in tort. This limitation of liability also applies to all employees, representatives and vicarious agents of TKI mbH. The limitation of liability does not apply in the event of data protection breaches.

VIII.6. Liability for damage based on causes outside the legal or practical sphere of influence of TKI mbH is excluded, unless TKI mbH has given a guarantee in the legal sense.

IX. Contract Term and Termination

IX.1. Contracts with TKI mbH enter into force upon acceptance of its contract offers by the customer. They end upon expiry of the periods or conditions stated in the contract offer. Partial terminations are excluded.

IX.2. The right to extraordinary termination without notice remains unaffected in the event of a material breach of contractual obligations, if no remedy is provided within a period of 14 days after a request in text form and the terminating party can reasonably be expected to allow the remedy period. A material breach of contractual obligations exists in particular if the customer is more than 4 weeks in default of payments that are due.

IX.3. Upon termination of the contract, all rights of use to software granted thereunder end. The software must be returned or

destroyed within thirty days, including all copies or partial copies made and all modified components. Destruction must be confirmed to TKI mbH in writing. For its part, TKI mbH must, within thirty days, make available to the customer all data relating to the customer or its customers that is stored by the customer in the software, in structured form and in a commonly used data format (CSV, RTF or JPEG), completely and easily retrievable or on suitable data carriers, and must give the customer every reasonable assistance in obtaining this data.

X. Price Adjustments

X.1. TKI mbH is entitled to adjust agreed remuneration if the costs relevant to pricing change materially after conclusion of the contract. Relevant costs are in particular:

a. prices for hosting, cloud and data centre services,
b. prices of licences for third-party software that is distributed by TKI mbH or implemented in its own software,
c. prices of subcontractors,
d. costs of IT infrastructure and telecommunications,
e. public-law charges and taxes.

X.2. TKI mbH will announce the price adjustment to the customer, stating the reasons, at least 6 weeks before it takes effect.

X.3. Where a contract term has been agreed during which ordinary termination is excluded, price increases are permissible only after its expiry.

X.4. If the remuneration increases by more than 10% as a result of the price adjustment, the customer is entitled to terminate the contract as of the date the price adjustment takes effect, giving 2 weeks' notice.

XI. Confidentiality, Data Protection

XI.1. TKI mbH will maintain strict confidentiality regarding all business and operational matters of the customer that become known to it, irrespective of whether they concern information about the customer itself or its business relationships, unless the customer expressly releases it from this duty of confidentiality in an individual case. The duty of confidentiality continues beyond the end of the contract.

XI.2. TKI mbH will keep business and operational documents handed over to it with care, protect them from inspection by third parties and return them, together with all copies made, upon termination of the contract. Reports, expert opinions and other written records, or records in text form, of the results of its services will be passed on to third parties by TKI mbH only with the customer's consent.

XII. Amendments to the GTC

XII.1. Amendments or additions to these GTC require text form to be legally effective, unless another form is agreed in these GTC. This also applies to waiver of the written form requirement. Deviations from these GTC contained in the offers of TKI mbH take precedence over their provisions.

XIII. Applicable Law and Place of Jurisdiction

XIII.1. The contractual relationships of TKI mbH are governed exclusively by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

XIII.2. All terms and designations used are to be interpreted as they are defined and construed in the laws and case law of the Federal Republic of Germany and the European Union.

XIII.3. Only the German-language version is binding. Versions in other languages serve merely for better comprehension.

XIII.4. The place of jurisdiction for the assertion of all claims is Chemnitz, even if the customer has no registered office, branch, place of residence or place of stay in the Federal Republic of Germany.