

Standard Terms and Conditions for Sourcing IT Products and Services

1. Applicability, type and scope of performance to be rendered

1.1 These standard terms and conditions shall be applicable to orders whereby ARVOS GmbH - hereinafter ARVOS - sources hardware and/or software and corresponding service maintenance from a contractor.

1.2 The determination of the type and scope of performance to be rendered shall be set forth in the following contractual documents in the following order of priority:

- a) The purchase order
- b) The description of work and services
- c) These standard terms and conditions for IT-Products and Services.

1.3 Unless otherwise agreed to in writing by the parties, the contractor's standard terms and conditions of business shall not be applicable nor supersede or supplement the terms and conditions of the agreement.

2. Acceptance of the order

2.1 The contractor must acknowledge acceptance of the order without undue delay, however, in no event later than ten (10) workdays after receiving it. ARVOS may cancel the order at any time once the contractor does not accept it in writing within ten (10) workdays after receipt. In any event the unqualified acceptance of the order is a condition precedent to any (i) commencement of performance by the contractor, (ii) the issuance of an invoice, or (iii) the acceptance of a payment associated with the order.

2.2. Any and all amendments, additions, or modifications to the order shall only be incorporated into the agreement if confirmed in writing by ARVOS. Simply accepting products or services from the contractor or remitting payment shall not be considered acceptance of any such amendments, additions, or modifications to the terms and conditions of the order.

3. Performance

3.1 Regardless of any terms and conditions contained in the agreement and/or provisions in a functional specification document, the hardware and software to be delivered together with the documentation must at least have the functionalities set forth in the contractor's brochures and product descriptions and must be technologically state-of-the-art.

3.2 The contractor must inform ARVOS about any possible restrictions related to use, modification, or dissemination of the hardware or software supplied, which originates from any third party's terms and conditions of licensing that is applicable thereto. This shall also apply in particular to software and software components that are subject to an open source license or comparable licensing model.

3.3 To the extent that the contractor's software or hardware must be installed, adapted to ARVOS' operational processes, or the work set forth in 3.4 and 3.5 carried out ("Work"), German *Werkvertragsrecht* (statutory law governing the delivery of goods and services by an independent contractor) shall be applicable. With respect to any software components that have been adapted, the contractor must deliver to ARVOS documentation and the source codes including any subsequent modifications that permit ARVOS to independently service and modify these components. If instead of a delivery of the source codes a deposit with a trustee has been agreed to, ARVOS shall have an absolute claim against the trustee for a surrender of the source codes. Work shall be carried out by qualified personnel familiar with the programs specified in the service description. The contractor shall supply the appropriate state-of-the-art tools (test programs, test data, troubleshooting programs) necessary to efficiently carry out the work.

3.4 Software maintenance

If software maintenance is the subject matter of the agreement then the following shall apply:

a) Basic services

Unless otherwise agreed to, the contractor shall:

- Eliminate program errors and any errors contained in the documentation that has been furnished;
- Provide assistance over the phone via a "hotline";
- Electronic acceptance of tickets from ARVOS for rendering service, more specifically for errors, disruptions, and modification questions;
- Continued development of software and unsolicited delivery of the most recent standard version of the program within the scope of the license agreement;
- Adaption to mandatory government agency regulations or statutory provisions or requirements;
- Unsolicited delivery of new or modified documentation (in German/English).
- Programs that have been modified by the contractor or by ARVOS upon the contractor's express assent shall likewise also be covered by this service.

b) Additional services

Moreover, the contractor shall provide the following services upon separate order:

- Changing the programs so that they are compatible with another operating system, another hardware system, or other programming languages, provided

that such a version is available from the licensor for this purpose;

- Requisite modification work on the programs associated with changes to existing operating systems by the manufacturer;
- Supplements and additions to the programs in the scope specified by ARVOS;
- Conducting training programs.

c) Software updates and upgrades/delivery of new software versions

The contractor shall continue to develop the software and furnish ARVOS with upgrades and new software versions. At periodic intervals or at least once a year, the contractor shall furnish ARVOS with an upgrade or a new version of the software. ARVOS shall be supplied with corrections, patches, updates, upgrades, and new versions as specified above as well as the most recent documentation (collectively "Updates"); this shall also be the case within the scope of correcting any defects. The contractor must modify the software so as to be compliant with amended law; this obligation shall be considered satisfied if the use of the software in accordance with amended law is not materially restricted. Updates shall be delivered via machine readable codes on a customary data storage device or through a remote data transmission. ARVOS shall receive the attendant updated documentation in a printed or printable form. Updates that could impact the software's productivity at ARVOS must be installed within a maintenance window to be stipulated with ARVOS. ARVOS may reject any correction of a defect and/or Update of the software, if this does not materially exhibit the same compatibility and functionality of that portion of the software being replaced. The contractor shall assign ARVOS the licensing rights to the Updates upon their delivery in accordance with the agreement underlying the transfer of the software. Consideration for updating software is contained within the service fee.

d) Support period for older software versions

Service for older versions of software shall be continued as follows after the release of an upgrade or a new software version. ARVOS is not obligated to accept installations of upgrades or new versions of software by the contractor. Support shall be provided for older software versions for a period of at least two years subsequent to the availability of the most recent version of the software, respectively. If it is unreasonable for ARVOS to assume the most current version, especially because of the effort and expense associated with the conversion or because of other conversion risks (e.g. system instability), ARVOS shall be entitled to demand that maintenance and service for the version it uses continue for at the most three years in excess of the period set forth in the preceding sentence. If ARVOS decides to install an upgrade or a new version, ARVOS shall receive service for both the older version and the respective updated version for at least a three-month transition period. During this transition period ARVOS shall be entitled to simultaneously use both versions within the scope of concurrent operation.

e) Maintenance window / job planning

The contractor must schedule maintenance work so that ARVOS' use of the software is not impeded. If maintenance work is unavoidable during times when the software is regularly used, the contractor shall provide ARVOS with the reason and cause therefor and shall stipulate with ARVOS a maintenance window at least two weeks in advance of the execution of maintenance work so as to allow ARVOS to keep any interference to a minimum. If it is foreseeable that maintenance work must be frequently carried out during hours of operation, then the parties shall establish a maintenance schedule for work.

3.5 Hardware maintenance

If the subject matter of the agreement is the maintenance of hardware including the corresponding operating system, operating and system software (collectively the "System") as well as documentation, the contractor shall receive the System in a suitable condition for use as contemplated under the agreement and shall render the requisite maintenance and repair work for the System. Contractor work that impairs operations must be coordinated with ARVOS and only carried out during the times specified by ARVOS.

a) Preventative measures (maintenance)

Maintenance keeps the functionality of the system operating and includes the replacement of defective, old, or unreliably functioning parts and system components. The contractor shall conduct any eventual integration, configuration contractor, or installation work. The contractor shall periodically inspect the system in accordance with respective system documentation or the most recent information from the manufacturer. The contractor shall rectify any malfunctions it discovers or that it has been notified about by the manufacturer.

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b) Repair

ARVOS shall notify the contractor about any malfunctions, system or system component failures, and other problems ("Malfunctions"). The contractor shall find, analyze, and eliminate the Malfunction. Upon receiving a notification of malfunction, the contractor shall inform ARVOS about when it expects to have repaired the Malfunction. If after the contractor has conducted an analysis and concluded that eliminating the Malfunction will be very extensive, it shall, upon consulting with ARVOS, at a minimum furnish ARVOS with a preliminary replacement or work around solution so that ARVOS' business operations are not materially impaired. This notwithstanding, the contractor shall remain obligated to rectify the Malfunction within a reasonable period of time.

3.6 The contractor is generally at liberty to decide where to render performance (e.g. consulting services, software modifications, service and software maintenance). However if work on a project must be conducted at ARVOS' premises, then the contractor must be prepared to render performance where required. The parties shall agree on where performance shall be carried out taking into consideration the requirements of each project. Only the contractor shall be authorized to give instructions to its employees used for a project. The contractor is at liberty to organize when and how performance will be rendered. The contractor is obligated to cooperate with ARVOS and furnish ARVOS with information about the status of work as well as permit ARVOS to inspect documents.

4. Change orders

4.1 If software, hardware or services provided by the contractor are to be adapted to ARVOS' business processes, ARVOS shall be entitled to request subsequent changes with respect to modifications. The contractor must acknowledge the receipt of ARVOS' change order in writing and commence those within three (3) workdays after receipt.

4.2 If ARVOS' requested changes impact costs and/or time for the production and/or delivery of the software and/or rendition of services and/or otherwise have a financial impact, the contractor shall promptly notify ARVOS in writing about this and provide ARVOS with an estimate of the anticipated impact (if any) within ten (10) workdays after receipt of the change order. If the contractor does not provide any such notice, the contractor shall be considered to have waived any assertion of such claims based requested changes.

4.3 If the contractor provides notice as set forth above, ARVOS shall commence negotiations with the contractor about a reasonable modification, provided that and to the extent the changes requested from the contractor, as the case may be, justify an adjustment to scheduling and/or other contractual provisions. If ARVOS' requested changes impact costs and/or the time required for production and/or delivery of the software and/or the rendition of contractual performance, the contractor must furnish ARVOS with an offer based on the contractor's original calculation as accepted, but reflecting the new changes.

4.4 If per 4.3 the parties agree on a reasonable modification, changes must be documented in detail in writing and shall become part of the agreement. Such a prior written agreement is a condition precedent for both all additional expenses and/or additional compensation reimbursed or paid to the contractor as well as for the contractor's authorization to undertake any change to the software or amendment to any contractual provision. ARVOS shall be entitled to require the contractor to commence work on changes before any amendments to the contract have been made and finalized.

4.5 The contractor is obligated to warn ARVOS of any possible risks that could arise as a result of its requested changes.

5. Delivery

Software must be tendered in conformity with the terms and conditions of delivery in the order. Delivery terms and conditions shall be construed and interpreted in accordance with Incoterms 2010 or to the extent applicable in accordance with the most recent Incoterms applicable at the date of the order. Delivery shall not be considered tendered if the software is obviously not completely in conformity with all the terms and conditions of the agreement, unless ARVOS expressly assented thereto in writing.

6. Risk of loss and title to property

6.1 Risk of loss of the software shall pass to ARVOS upon duly delivering the products at the place of performance. In the case of downloads, the transfer of risk shall take place at the earliest when the download to the ARVOS system environment is complete. This notwithstanding, the parties agree that the risk of loss of the software shall not pass to ARVOS until the contractor has completely fulfilled its contractual obligations of delivering complete documentation.

6.2 Unless an earlier time is specified in the order, ownership of the software or portions of the software shall transfer to ARVOS upon the tender of the software at the specified location of delivery or with completed download.

6.3 The contractor shall have a right of reservation of title only to the extent reserved for the payment obligations in consideration of the software. The contractor shall

have no expanded or extended reservation of title rights.

7. Delay

7.1 The contractor warrants that the software shall be delivered, and the rendition of upkeep and maintenance services shall be made in accordance with the contractually stipulated schedule. The contractor must notify ARVOS without undue delay if there will be a delay in rendering contractual performance or delivery or if such a delay is anticipated. The contractor's notice must also contain proposals for acceleration measures in order to maintain delivery deadlines.

7.2 Unless otherwise provided for in writing by ARVOS to postpone delivery of products and/or services and in cases where the contractor is legally and/or contractually excused from a timely rendition of performance - in particular per 15 (*force majeure*) - the contractor shall be obligated to pay liquidated damages for a delay in delivery of software (including complete documentation) at the specified location of delivery or a delay in the rendition of work in the amount of 0.3% of the value of each software pack not seasonably delivered or 0.3% of the value of services for each workday performance is delayed.

In association with delay, a due date for performance shall be considered met only when (100%) of all items (including complete documentation) have been seasonably delivered or all scheduled work timely completed.

Liquidated damages for a delay in delivery or performance shall be capped at five percent (5%) of the value of the delivered products and/or services rendered. Liquidated damages shall be due and payable without the requirement to demonstrate any actual damage or loss. This notwithstanding, this shall not affect any right to assert any other rights or claims. Any liquidated damages paid to ARVOS by the contractor shall be credited against any existing damages obligations owed to ARVOS by the contractor.

8. Price and terms and conditions of payment

8.1 The contract price for products and services shall be a fixed price as set forth in the agreement and shall form the basis of the contractor's claim for payment in consideration of contractual performance.

8.2 Unless otherwise provided for in the agreement, the contract price shall contain all charges, taxes, fees, or customs duties and tariffs that arise to render contractual performance and deliver the software to the place of performance as well as - to the extent different from the place of performance - in the country of production of the software; the contractor shall pay these items without undue delay.

8.3 All payments shall be made in accordance with the terms and conditions contained in the agreement. The contractor shall submit all invoices in accordance with the terms and conditions of payment/invoice processing instructions from ARVOS together with attendant documentation set forth in the order or reasonably specified by ARVOS in another manner. ARVOS may return improper invoices or invoices not accompanied with proper documentation for correction. Payment periods shall not begin before the date a proper invoice is received.

8.4 Generally, payments shall be remitted to a bank account specified by the contractor within forty-five (45) days after receipt of the contractor's invoice together with complete documentation and only after products and services have been received.

8.5 ARVOS shall not be obligated to remit payments to the contractor if and as long as the contractor is in breach of contract. Payments made by ARVOS do not constitute an approval and acceptance of the software or other contractual performance or a waiver of any of ARVOS' contractual rights.

8.6 If ARVOS has defaulted on payment, the sole and exclusive remedy for the contractor shall be a right to claim interest pursuant to § 288(2) of the German Civil Code (BGB) limited, however, to a maximum interest rate of 5%. The right to demand interest pursuant to § 353 of the German Commercial Code (HGB) as of the due date is hereby mutually excluded.

8.7 The contractor may only offset claims from ARVOS for undisputed claims or claims that have been fixed and finally adjudicated in favor of the contractor.

8.8 To the extent agreed upon by the parties, the contractor shall deliver to ARVOS an irrevocable and unconditional bank surety payable upon presentation to serve as a performance guarantee until the date the software is delivered. ARVOS shall be authorized to claim on this surety in the event of any contractual breach by the contractor.

9. Licensing rights

9.1 The contractor shall grant, assign and transfer a non-exclusive licensing right for the software and attendant documentation unlimited in time and territorial jurisdiction to use as contemplated pursuant to the agreement. ARVOS shall receive an exclusive license for isolated software components

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adapted specifically to ARVOS' business operations by the contractor.

9.2 The contractor shall likewise grant, assign and transfer the licensing rights set forth in 9.1 to ARVOS for any updated versions delivered. If the parties execute an agreement for software maintenance, the service fee shall also contain compensation for updating software.

9.3 ARVOS shall be authorized to operate the software in any suitable system environment. ARVOS may operate the software on third party data processing devices, provided that the stipulated licensing scope is not violated. This also includes operation on ARVOS' devices for third parties.

9.4 ARVOS may copy software regardless of the number of software licenses, provided that this is reasonable for the proper backup of software. ARVOS is especially authorized to operate any number of non-productive instances of software without being charged additional licensing fees (e.g. for purposes of development, training, and testing).

9.5 ARVOS may copy documentation supplied for hardware and software as needed.

10. Approval and acceptance

10.1 If according to agreement the contractor's work must be approved and accepted, then any approval and acceptance must be expressly stated by ARVOS. Conducting tests or use in and of itself does not constitute approval and acceptance.

10.2 If the contractor provides both hardware and the attendant software, then any approval and acceptance shall generally be for both hardware and software components.

11. Warranty

11.1 The contractor warrants that the hardware and software delivered corresponds to the stated features and is free of any legal defects or non-conformances including intellectual property right. This applies especially to the statement of features in any functional specifications document and to the functionalities stated in the contractor's brochures and product descriptions. The contractor shall conduct contractual performance with great care using its best efforts in accordance with the current state-of-the-art science and technology. ARVOS' breach of warranty claims shall be time-barred two (2) years after delivery of products and services or their approval and acceptance, respectively.

11.2 ARVOS shall notify the contractor in a form stipulated between the parties in writing about any nonconformities of the hardware and software delivered. The contractor is obligated to undertake measures to cure nonconformities without undue delay or tender conforming replacement goods or services. Any repair or replacement work designed to rectify any nonconformities must be carried out in a manner that impairs ARVOS' business operations to the least possible extent and that can be carried out within a reasonable period of time. If curing a defect or nonconformity is not possible, the contractor must develop an alternative solution.

11.3 ARVOS' obligation to inspect and notify of nonconformities applies only to externally discernable defects and nonconformities of hardware and data storage devices. ARVOS is not obligated to conduct functionality tests in order to discover defects and nonconformities.

11.4 The contractor's obligations under warranty shall not be affected by the execution of a service agreement with respect to the hardware and software concerned.

11.5 The contractor's statutory obligations concerning warranty and liability shall remain unaffected.

12. Nondisclosure, confidentiality, data privacy and protection

12.1 The contractual parties must ensure that they and all persons that they entrust with rendering contractual performance receive copies of the legal provisions concerning data privacy and protection and that any information or documents obtained about the other contractual partner concerning trade or business secrets or that have been marked confidential or that are recognizable as such and belonging to the other contractual partner are not impermissibly disclosed to any third party or used other than for the contractually stipulated purposes. The contractual parties must correspondingly obligate all persons entrusted with rendering contractual performance and substantiate these obligations to the other contractual partner upon its request therefor.

12.2 The contractual parties shall reliably protect all of the other contractual partner's information or documents explicitly marked as secret and confidential or otherwise recognizable as such from unauthorized access by its own employees or third parties. The contractual parties may request information from each other regarding the manner and scope of security measures that have been implemented.

12.3 Upon ARVOS' request, the contractor shall surrender all confidential information without undue delay. Remaining copies must be deleted at ARVOS' request, unless these must remain with the contractor pursuant to statutory recordkeeping obligations.

12.4 The contractor shall temporarily be permitted to collect, process and use

ARVOS' data only so long as this is necessary for the contractor to satisfy its contractual obligations. The contractor shall be subject to ARVOS' instructions with respect to the collection, processing and use of this data.

13. Quality management

13.1 The contractor shall employ and demonstrate a certified quality management program for the manufacture of the software (such as for example: DIN EN ISO 9001) and provide ARVOS with all requisite certificates and other documents to establish proof thereof as provided for in the agreement or otherwise justifiably requested by ARVOS.

13.2 The contractor must undertake all tests and inspections and/or provide all requisite reports and certificates in accordance with the order or any applicable regulations and technical specifications. If any inconsistency should arise between the aforementioned, the contractor must comply with the strictest requirements.

14. Insurance

With respect to contractual obligations, the contractor must execute an adequate policy of insurance upon execution of the agreement acceptable to ARVOS for a duration of the term of the agreement and thirty (30) days after the expiration of the last date to assert a claim based on breach of warranty. At ARVOS' request, the contractor must promptly present a certificate of insurance verifying such insurance protection. General liability insurance and pecuniary loss insurance must have coverage amounts of at least EUR 1,000,000 (one million Euros) for each case of loss and product liability insurance must have coverage amounts of at least EUR 10,000,000 (ten million Euros) for each case of loss. ARVOS shall be entitled to direct claims against the insurance of the Seller and the Seller releases ARVOS from any recourse claims of the insurance (waiver of subrogation).

15. Force Majeure

15.1 "Force Majeure" is any event or circumstance (i) outside the reasonable sphere of control of one of the parties claiming *force majeure*, (ii) was reasonably unforeseeable at the time the agreement was executed, and (iii) was unavoidable by the party affected (and/or third party that controls this party as well as any subcontractor) despite requisite care taken. *Force majeure* includes, without limitation, typhoons, hurricanes, tidal waves, landslides, earthquakes or other natural disasters, war or hostilities, riots, civil war, rebellions, revolutions, blockades, embargos, national strikes, sabotage, plagues, pandemics or epidemics as well as quarantines.

15.2 If contractual performance is in any way hindered or delayed due to a *force majeure* event, the party affected shall not be considered to be in breach of contract and shall be relieved of the duty to fulfill the contract or seasonably fulfill the contract - depending on the circumstance - for as long as and to the extent the ability to satisfy these contractual obligations are affected by the *force majeure* event. Each of the contractual obligations affected including the corresponding contractual obligations of the party unaffected by the *force majeure* event - as the case may be - shall be adjusted equitably on the condition that the contractor - subject to any expressly stipulated contrary provisions - shall have no rights to a claim for reimbursement of additional costs accruing to it based on the *force majeure* event.

15.3 A party intending to alleviate itself of its contractual obligations hereunder by invoking this *force majeure* provision shall not be discharged from its contractual obligations, unless this party:

- a) Promptly notifies the other party no later than three (3) workdays after becoming aware of a *force majeure* event of its intent to invoke this *force majeure* provision.
- b) Provides the other contractual party within fifteen (15) calendar days after becoming aware of a *force majeure* event with sufficient details about the *force majeure* event, including the causes and impact on fulfilling the agreement, and furnishes the other contractual party reasonable proof thereof. If the contractor requests an extension of time in which to fulfill the agreement, it must furnish reasonable proof that the *force majeure* event actually impacts a seasonable delivery of the software.
- c) Obligates itself to undertake all reasonable steps without undue delay to mitigate the impact of the *force majeure* event on fulfilling contractual duties.

16. EHS & Compliance

16.1 The contractor represents and warrants that the software strictly complies with applicable legal provisions (including environmental, health and safety laws and regulations).

16.2 The contractor hereby represents and warrants that it has read ARVOS' EHS Policy, Sourcing Policy and Code of Conduct, as amended, available on

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ARVOS' website at www.arvos-group.com under the icons "EHS" and "Compliance" prior to the date the agreement was executed and is fully aware of their content. The contractor promises to adhere to these provisions and ensure that, where applicable, each company within its group, subcontractors, and sub-suppliers abide by these provisions.

16.3 Each party warrants that no third party or employee of the respective other party has been paid a fee, received discounts, improper gifts or hospitality, given other benefits-in-kind, or entered into side agreements, either directly or indirectly, in connection with the respective contract.

16.4 Any contractual performance, which does not comply with the obligations contained in this Section 16 shall be considered nonconforming and constitute a material breach of contract. The contractor shall indemnify and hold ARVOS, its affiliated enterprises, executives, directors, employees, agents and representatives harmless for any and all liability, claims, expenses, losses and/or damage arising from or in connection with a breach of any of the obligations contained in this Section 16 and/or contractor promises, unless any breach of an obligation or promise is neither attributable to the contractor nor its representatives.

17. Termination

17.1 Applicability of § 648 of the German Civil Code (BGB)

Pursuant to § 648, sentence 1 BGB or a corresponding application thereof ARVOS may terminate the agreement at any time. Notice of termination must occur in writing and state the reasons for termination.

17.2 Termination for reasons attributable to the contractor

If an agreement is terminated for reasons attributable to the contractor, ARVOS shall be obligated to pay the contractor for work rendered in accordance with the agreement up until the date notice of termination is received based on the contract price for part-performance, provided that any part-performance rendered by the contractor can be used. This shall not affect any claims for damages by ARVOS.

If the contractor breaches the contract, this is cause for terminating the agreement with the contractor, this would include, but is not limited to, when the contractor

- infringes proprietary intellectual property rights
- breaches disclosure and confidentiality obligations
- violates prohibitions on bribery and corruption
- does not comply with obligations contained in 20.2
- does not seasonably render contractual performance

and to the extent any breach can be cured, the contractor does not cure the breach despite being given a reasonable time frame to do so in a written request therefor.

17.3 Termination for reasons not attributable to the contractor

If ARVOS terminates the agreement without any cause attributable to the contractor, the contractor may demand compensation calculated in accordance with § 648, sentences 2 and 3 BGB upon the mutual understanding and agreement that the contractor may only demand 5% (five percent) of the consideration attributable to that portion of contractual performance forgone by virtue of any termination (§ 648, sentence 3 BGB).

17.4 Termination for cause § 648 a, § 643 BGB, and bankruptcy

17.4.1 Notwithstanding any of the above, the contractor may terminate the agreement pursuant to § 643 BGB and either party may terminate the agreement for cause pursuant to § 648 a BGB.

17.4.2 If the contractor does not fall under the jurisdiction of the German Bankruptcy Code, ARVOS may terminate the agreement if the contractor suspends payments, a preliminary bankruptcy trustee is appointed for the contractor, a petition for bankruptcy is filed, or bankruptcy proceedings have been initiated. In this event ARVOS shall be obligated to pay for the software programmed / work rendered by the contractor up until the date of termination as part-performance under the agreement and shall be entitled to seek damages from the contractor for breach of contract on that unfinished portion of the contract.

17.4.3 Notwithstanding ARVOS' other rights of termination, ARVOS shall be entitled to terminate the agreement if the contractor's financial situation drastically deteriorates. Drastic financial deterioration shall occur when upon assessing the situation as a reasonably prudent businessman unfavorable disclosures or information about the contractor's financial situation have been issued by a bank, credit reporting agency, or an enterprise doing business with the contractor. 17.4.2, sentence 3 shall apply *mutatis mutandis*.

17.5. Survival of other rights and claims

ARVOS' other claims and rights shall survive any termination of the agreement.

17.6. Contractor obligations upon termination of the agreement

Upon receiving notice of termination, the contractor must suspend further work. ARVOS may use the software and work that has already been supplied by the contractor. Simultaneously, ARVOS shall be entitled to receive the source codes

and attendant documentation from the contractor to the version current at the date of termination along with the licensing and distribution rights. ARVOS shall pay non-recurring consideration in the amount of the sales revenue for the last six months prior to termination for the transfer and assignment of the source codes and the licensing and distribution rights. If in such an event the contractor asserts disputed claims of outstanding payments and asserts its right of retention in connection therewith, ARVOS may avoid any conceivably applicable right of retention by providing reasonable security of its choosing, the value of which shall be set in accordance with § 315 BGB.

17.7 Rescission

If ARVOS rescinds the purchase agreement (§ 433 BGB), the above provisions from 17.2-17.4 shall apply *mutatis mutandis* with respect to the contractor's claim for payment. ARVOS shall acquire the rights of title to part-performance for which consideration has been paid.

18. Export control and foreign trade regulations

18.1 The contractor must observe all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") associated with the software and services provided hereunder. Moreover, the contractor must obtain all requisite export licenses to the extent that ARVOS or a party other than the contractor is not obligated in accordance with the applicable Foreign Trade Regulations to apply for export licenses.

18.2 If the obligations contained in this Section 18 are breached, ARVOS may rescind the agreement. Furthermore, the contractor shall be held liable for all expenses and/or damage suffered by ARVOS as a consequence of violating or inadequately handling Foreign Trade Regulations, unless the contractor cannot be held responsible therefor. This shall not affect any other claims that ARVOS may have.

19. Liability

To the extent legally permissible, ARVOS shall not be held liable to the contractor for production losses, downtime, loss of goodwill or reputation, lost savings, profit, income, or contracts, or any indirect loss or damage that it suffers. The above exclusion of liability shall not apply to and therefore does not serve to exclude or limit liability in cases of gross negligence or intentional malfeasance as well as in cases of material breaches of contract - cardinal duties, the discharge of which ARVOS would normally rely on. This notwithstanding, the statutory provisions governing liability shall apply to both parties. If the contractor asserts a claim against ARVOS based on losses suffered, it must substantiate these. The contractor shall have no right to assert any kind of liquidated damages claim or contractual penalty against ARVOS.

20. Data protection

20.1 The Parties agree to process the personal data made available to each other in accordance with the applicable data protection laws and regulations. This includes in particular the lawfulness of processing, fair processing and full transparency of processing, purpose-related processing, data minimization, accurateness of data processing, physical limitation of data memory as well as the integrity and confidentiality of personal data. The Parties must impose aforementioned obligations on all third parties they use for the execution of the Contract. This even applies in case the assigned third parties are processing data exclusively in accordance with applicable data protection laws and regulations.

20.2 The Parties agree to evidence compliance with aforementioned provision in the applicable legal form upon request of the other Party or its data protection officer.

20.3 Regarding legal information and for additional information in connection with personal data processing we refer to our data protection declaration available at: <https://www.schmidtsche-schack.com/data-protection>.

21. Miscellaneous

21.1 Amendments

Unless otherwise expressly provided for in the agreement, amendments shall only become valid and enforceable when undertaken in writing and legally executed by the parties' authorized representatives.

21.2 Assignments

No party may assign any part of the agreement without the prior express written consent of the other. ARVOS may assign rights and delegate duties arising from the agreement with the contractor to an affiliated enterprise, for which the contractor's consent shall not be necessary. The contractor shall only be informed about any such assignment or delegation.

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21.3 Survival of obligations

All obligations, which are valid and enforceable even after this agreement has been terminated, including the provisions contained in 11 (Warranty), 12 (Confidentiality and Intellectual Property Rights) and 23 (Dispute Resolution) shall survive the termination of this agreement based on the content that they regulate.

21.4 Contractor autonomy

The contractor hereby confirms that it is an independent contractor. The agreement shall not be interpreted or construed to create an agency arrangement, association, joint venture, or a partnership between the parties or to impose any such corresponding obligation or liability. Neither party is entitled, authorized, or otherwise empowered to execute an agreement or enter into any obligations on behalf of the other party or otherwise act in the other's name or as the other's authorized agent or representative or bind the other party in any other manner, unless otherwise expressly provided for in writing.

21.5 Entire agreement

The agreement is the entire agreement of the parties with respect to all subject matter contained therein and shall supersede all prior written and oral arrangements made at a time before the agreement was executed and not specifically incorporated into the provisions of this agreement, regardless of whether this innocently or negligently transpired (this expressly does not include any fraudulent intent). Both parties hereby acknowledge and confirm that no party executed the agreement in reliance on any oral or written promises of the other party made before the execution of the agreement, which were not explicitly incorporated into the provisions of the agreement.

21.6 Waiver

Unless otherwise expressly provided for in the agreement or by law, the failure or a delay by one party to assert its rights against the other for the other's violation of the law or a breach of contract shall not inhibit or limit this party's rights and no waiver by a party to exercise its rights with respect to a breach of contract shall be effective to estop the party from exercising its rights with respect to other or future breaches of a similar or different nature. No waiver by one party with respect to a contractual provision shall be valid, unless provided for in writing and signed by an authorized representative of the party.

21.7 Notices

21.7.1 Standard business correspondence between the parties may be conducted via e-mail.

21.7.2 Requisite notices by the parties to each other in accordance with the agreement must be made in written correspondence and served personally or sent per courier or per registered mail return receipt requested to the corresponding address set forth in the order.

21.7.3 Each party may inform the other party about a change of address in writing pursuant to the procedure set forth herein.

21.8 Severability clause

If one or more clauses of the agreement is or is held to be invalid or unenforceable in any way, this shall not affect the validity or enforceability of the remaining portion of the clause, which is valid and enforceable, as well as the other terms and provisions of the agreement. To the extent permissible the parties shall jointly agree on a valid and enforceable clause containing the same subject matter to replace the invalid and unenforceable clause.

22. Governing law and language of the agreement

22.1 German law shall be used to govern, construe and interpret the agreement, excluding therefrom its conflicts of laws provisions. Expressly excluded is the application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG").

22.2 English shall be used for the language of the agreement and in all correspondence associated with the agreement, unless otherwise expressly agreed to by the parties.

23. Dispute resolution

23.1 Legal venue

Exclusive legal venue for all disputes arising from or in connection with the agreement shall be before the court(s) that have personal jurisdiction over ARVOS where it maintains its registered office. However, ARVOS, in its discretion, may file an action against the contractor in the court(s) that have personal jurisdiction over the contractor where it maintains its registered office.

23.2 Survival of contractual performance

To the extent the agreement has not been suspended or terminated in conformity with pertinent provisions, ARVOS shall remain obligated to render all contractual performance in conformity with contractual provisions even during on-going dispute resolution proceedings and/or arbitration or court proceedings.