

## General Terms and Conditions of genua GmbH (GTC)

### Disclaimer

The English version of the General Terms and Conditions of genua GmbH is provided for convenience and clarification only. Only the German version is legally binding.

### A. Definitions

GTC refers to these General Terms and Conditions of genua in their currently applicable version.

Order refers to the customer's paid request for goods, rental items, services, or work performances placed with genua.

Service includes all activities offered by genua to the customer that do not entail an obligation to produce a specific result.

Documentation encompasses the current technical and functional documentation related to the relevant genua product provided to the customer, including technical and functional specifications, which may be updated or revised as necessary.

EULA refers to the End User License Agreement, available on genua's website at <https://www.genua.eu/gcc>.

Export Control refers to all applicable import, export control, and sanctions laws, particularly those of the United States, the European Union, and Germany.

genua refers to genua GmbH, Domagkstr. 7, 85551 Kirchheim near Munich, Germany.

Hardware includes all tangible items within the meaning of Section 90 of the German Civil Code (BGB) that have been developed or manufactured by or for genua.

IP Rights refers exclusively to all patent and copyrights, as well as other rights in inventions, trademarks, registered designs, and other intellectual property rights, including all associated rights of use and exploitation.

Customer means the contracting party of genua and includes only businesses, legal entities under public law, or special funds under public law.

Object of Delivery refers to the genua product specified in the contract, in particular as outlined in the order confirmation, including computer programs, user manuals, and documentation.

Training includes training sessions and workshops offered by genua to the Customer.

Software refers to computer programs as defined in Section 69a of the German Copyright Act (UrhG), developed by or for genua, including the associated documentation, as well as third-party software that is used or distributed by genua but developed by a third party.

Support Service includes the services provided by genua under its support obligations in accordance with the Service Level Agreement (SLA).

Affiliated Company refers to any company affiliated with either genua or the Customer pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG).

Contract refers to the legally binding, signed agreement, including its annexes and the GTC.

Confidential Information refers to information related to business operations that is not publicly accessible and is available only to a limited group of individuals. Such information is expressly intended to be protected from third-party access, and there is a legally and economically justified interest in preventing its public disclosure. This includes, in particular, trade secrets as defined by the German Trade Secrets Act (GeschGehG), as well as products, processes, programs, know-how, inventions, business strategies, business plans, documents, correspondence, and oral statements.

Goods refers to hardware and software, as well as standard products.

Work Performance refers to a service contractually owed by genua that involves an obligation to deliver a specific result.

## B. General Provisions

### 1. Scope

- (1) All contractual relationships that genua enters into with other companies, legal entities under public law, or special funds under public law shall, unless otherwise agreed in writing, be governed exclusively by these General Terms and Conditions, supplemented by the offer valid at the time the Contract is concluded and, where applicable, any other relevant documents. In the event of inconsistencies between the documents, the following order of precedence shall apply: a) the offer, b) these General Terms and Conditions (GTC), c) the End User License Agreement (EULA), d) the Service Level Agreement (SLA).
- (2) These GTC shall also apply to pre-contractual business relationships, unless otherwise agreed.
- (3) Conflicting, deviating, or supplementary terms and conditions shall not apply, even if genua does not expressly object to them and/or provides services with knowledge of such terms.

### 2. Offer and Conclusion of Contract

- (1) genua's offers are non-binding and subject to change, unless otherwise agreed by the parties. The Contract is concluded upon acceptance by genua in the form of an order confirmation in text form.
- (2) Unless otherwise specified in the offer, genua's offers are valid for 30 days.

### 3. Specifications of Goods or Services

- (1) genua shall perform its services in accordance with generally accepted technical standards.
- (2) Product descriptions, concepts, documentation, manuals, technical data sheets, and other accompanying materials, if available, form part of

the contractual agreement in their current version. These documents are for descriptive purposes only and do not constitute a guarantee in the legal sense. Guarantees are granted only if they are expressly designated as such, at least in text form.

- (3) genua reserves the right to make technical modifications or changes to the content of the service at any time prior to the delivery of the goods or the performance of the service, provided such changes are insignificant; any resulting deviations shall be accepted by the Customer, provided they are reasonable.
- (4) Unless otherwise agreed, the legal provisions governing contracts to produce a work (Werkvertragsrecht) shall not apply to the contractual delivery of standard products, as such products are generally not developed specifically for the Customer. The Customer acknowledges that, in accordance with generally accepted technical standards, it is not possible to develop standard software that is entirely error-free under all application conditions.
- (5) Upon delivery of software, the Customer is entitled only to receive the object code, not the source code.
- (6) Assignment, Rights of Set-off and Rights of Retention
  - (a) Any assignment of the Customer's rights or obligations under this Contract requires the prior written consent of genua to be effective.
  - (b) The Customer may only set off claims that are undisputed or have been established by a final judgment.
  - (c) genua retains title to the goods or services until full payment of the remuneration owed has been made. genua is entitled to demand the return of the items without rescinding the purchase agreement if the purchaser is in default, in whole or in part, on payment of the purchase price. Any rights of use granted under the Contract may be revoked at any time until full payment has been made.

- (d) The Customer shall not pledge the goods or services or assign them as collateral.

(7) Force Majeure

genua shall not be liable for any failure or delay in the delivery of goods or the performance of services if such failure or delay is due to force majeure or any other event that was unforeseeable at the time of conclusion of the Contract and for which genua is not responsible. This includes, in particular, operational disruptions of any kind, such as fire, natural disasters, epidemics, pandemics, severe weather, flooding, war, civil unrest, terrorism, transportation delays, strikes, lawful lockouts, shortages of labor, energy, or raw materials, or delays in obtaining necessary governmental permits or approvals. In such cases, the Customer shall have no entitlement to delivery or performance. If the force majeure event persists for more than 90 days, either party shall be entitled to withdraw from or terminate the Contract.

**4. Cooperation and Duties to Cooperate**

- (1) Each party shall appoint, as needed, at least one responsible and trained contact person to serve as the primary point of contact for all matters. Where required, additional qualified personnel shall also be made available.
- (2) The Customer is obliged to support genua as necessary and to provide the required cooperation. This includes, for example, supplying relevant information and granting unrestricted access to the premises or remote access. If remote access is not possible, the delivery or performance period shall be extended accordingly.
- (3) The Customer shall ensure that all information required pursuant to Subsection 2 is provided in full, accurately, in a timely manner, and at no cost.
- (4) The Customer is fully responsible for backing up data and implementing appropriate measures to prevent data loss and component failure.
- (5) genua notes that patch updates, release updates, release upgrades, and firmware updates for BIOS, hard drives, network cards, and other hardware components are particularly important

to ensure the security, stability, and performance of the devices. The Customer is responsible for implementing these updates and upgrades and for checking whether new versions are available. Depending on the product, delivery is provided either via the service portal of genua or that of a genua technology partner. For certain products, delivery is available only on physical media. The Customer may opt to receive notifications regarding the release and availability of updates.

**5. Prices and Remuneration**

- (1) With regard to continuing obligations, particularly rental or support agreements, the following shall apply: genua is entitled, once per year, to increase the agreed remuneration at its reasonable discretion, provided that six weeks' prior notice is given before the increase takes effect. This right may only be exercised if the necessary costs incurred by genua in providing the services have increased overall, taking into account any cost savings that may have occurred. This applies in particular to increased costs related to the procurement, production, licensing, provision, and updating of products, rising market prices, personnel costs, including but not limited to those in technology, customer service, and administration, as well as other cost-increasing market factors, especially inflation. Section 315 of the German Civil Code (BGB) remains unaffected. The Customer has the right to terminate the Contract in text form within four weeks of receiving such notice, with effect as of the date the price increase takes effect. If the Customer does not terminate the Contract, or fails to do so within the stated period, the Contract will continue under the adjusted remuneration. genua will inform the Customer in the notice of the price adjustment about this special right of termination and the consequences of not exercising it or not doing so in time.
- (2) Prices are quoted DAP (Delivered at Place) under Incoterms 2020, with shipping costs charged to the Customer. The Customer is solely responsible for import clearance in the destination country.
- (3) Prices are quoted in EUR, which is the invoicing and payment currency. For billing based on

hourly rates, any started hours are billed in half-hour increments.

- (4) All prices are exclusive of taxes, customs duties, levies, and other charges, all of which are to be borne solely by the Customer.
- (5) The deduction of a cash discount (Skonto) is only permitted if expressly agreed in writing.

## **6. Payment**

- (1) Invoices are payable without deduction within fourteen days of the invoice date, unless a different payment date has been agreed in the invoice. genua reserves the right to issue partial invoices at any time.
- (2) Notwithstanding any contrary instructions from the Customer, genua is entitled to apply payments first to the Customer's older outstanding debts. The Customer will be informed of how the payment has been allocated.
- (3) In the event of late payment, the Customer shall automatically be in default upon expiration of the payment period. No further grace period will be granted.
- (4) Interest shall accrue on the monetary obligation at an annual rate of nine percentage points above the base interest rate for the duration of the default, unless otherwise provided by law. The right to claim additional damages resulting from the default remains unaffected.
- (5) genua is entitled to exercise its right to withhold performance and its right of retention for the duration of any payment default.

## **7. Delivery and Acceptance**

- (1) All dates and deadlines for the delivery of goods and services are binding only if expressly designated as such by genua. genua is entitled to make partial deliveries.
- (2) genua is entitled to withdraw from the Contract if its suppliers are unable to deliver the goods within a reasonable period, despite genua having concluded a congruent covering transaction with the relevant suppliers, and provided that genua is not responsible for the non-delivery.

- (3) As long as the parties are discussing changes to the delivery of goods or services, no delay in delivery or performance shall be deemed to occur, even if genua is already in default.
- (4) A delivery or performance deadline shall be extended if and for as long as the Customer fails to provide the required cooperation, does not make personnel available, or requests a change in performance.
- (5) If the Customer fails to accept the deliveries and services in a timely manner, genua shall be entitled to charge the Customer for any costs incurred due to the delay in acceptance.
- (6) Reminders and deadline notices issued by the Customer must be in written form to be effective. Any grace period must be reasonable. A period of less than two weeks shall only be deemed reasonable in cases of high urgency.

## **8. Warranty for Defects in Quality**

- (1) The agreed condition is defined in Section 3. Public statements, promotional materials, or advertising by genua do not constitute specifications of the contractual goods or services. Guarantees, within the meaning of a guarantee promise or a legally binding assurance, apply only if expressly designated as a "guarantee" or "assurance" and agreed in writing. Guarantees are governed by the contractual provisions set out in the offer and in Section 9. genua does not provide any guarantees beyond those stipulated.
- (2) In the event of a defect in quality, genua shall, at its discretion, either remedy the defect or deliver a replacement. In the case of a replacement delivery, the Customer shall be obliged to return the defective goods.

genua is also entitled to demonstrate to the Customer how defects may be circumvented. Such an action shall be deemed a remedy within the meaning of Subsection 2.

- (3) If the defect cannot be remedied within a reasonable period, or if a remedy fails twice, the Customer may, at its discretion, demand a reduction of the purchase price or withdraw from the Contract. A remedy shall be deemed to have failed only if genua has been granted sufficient



opportunity to remedy the defect or deliver a replacement without success, or if the remedy is unreasonable for the Customer. A right of withdrawal or termination may only be asserted in the case of significant defects.

- (4) The Customer is obliged to inspect the goods for obvious defects immediately upon receipt. Such defects must be reported in writing within two weeks, including a precise description of the defect. Otherwise, the assertion of warranty claims shall be excluded. Defects that become apparent later must be reported within two weeks of their discovery.
- (5) The warranty period is one year from the date of the transfer of risk.
- (6) genua does not warrant that the security mechanisms integrated into the goods are or will remain impenetrable by unauthorized parties, in particular that encryption codes cannot be decrypted by third parties.
- (7) The warranty does not extend to defects resulting from external circumstances beyond genua's control. In particular, genua shall not be liable for defects attributable to the conduct of the Customer, its representatives, agents, or third parties.

## **9. Next Business Day Replacement Service within Germany or Warranty and Replacement Service for Hardware outside Germany**

- (1) Where goods are purchased with the Next Business Day Replacement Service within Germany or the Warranty and Replacement Service for Hardware outside Germany, the following provisions shall apply.
- (2) The Customer may report a defect to genua from Monday to Friday between 9:00 a.m. and 5:00 p.m., excluding public holidays in (Germany and Bavaria), either by telephone at +49 (0)89 991950-900 or by e-mail to [support@genua.de](mailto:support@genua.de).
- (3) In the event of a hardware defect that restricts the essential functions of the product, the Customer shall receive a replacement device. If individual defective components within the product can be replaced, only those components shall be replaced. If the Customer reports the defect with all necessary information between

9:00 a.m. and 12:00 p.m., and genua verifies the cause of the complaint by 3:00 p.m., a replacement device shall be dispatched to the Customer within the EU on the same business day, provided this is necessary, i.e., if the essential functions of the product are impaired. For deliveries within Germany, the replacement typically arrives on the next business day. For deliveries within the EU, delivery usually occurs within six business days. Longer delivery times may apply in cases of an exceptionally high number of defective products.

- (4) The Customer is obliged to cooperate in the error analysis to the extent reasonable and feasible.
- (5) An on-site technician visit is not included unless otherwise agreed upon.
- (6) The defective device must be made available for collection or returned by the customer within two weeks of receiving the replacement device. For returns from third countries outside the EU customs area, the Customer is responsible for the return, export, and customs clearance of the defective device. If the Customer does not return the defective device, genua is entitled to charge the Customer the current list price.
- (7) If the Customer retains physical media from the product with genua's consent, these media may only be removed by technically trained personnel.
- (8) In particular, product modifications, improper use by the Customer, data backup, and all wear parts are excluded from the warranty and replacement service.

## **10. Defects in Title**

- (1) genua warrants, within the scope of liability for defects, that the contractual use of the software by the Customer does not conflict with any third-party rights within the Federal Republic of Germany.
- (2) genua is liable for infringements of third-party rights only if the goods or services were used in accordance with the Contract and without modification.

- (3) The Customer is obligated to notify genua without undue delay and in writing if claims are asserted against the Customer due to an alleged infringement of intellectual property rights.
- (4) If genua's service infringes third-party rights, genua shall, at its own discretion and expense, either obtain the right of use for the Customer, modify the service to comply with applicable law, or offer the Customer the right to withdraw from the Contract.
- (5) In addition, the provisions of Section 8 shall apply accordingly.

#### 11. Copyrights

- (1) The Customer may permanently transfer the goods to third parties, provided the Customer has lawfully purchased or rented them and the acquiring third party has first declared in writing their agreement to the continued applicability of these contractual terms. In the case of transferring software, the Customer must hand over all program copies to the new user, including any backup copies, or permanently delete any copies not handed over. The Customer shall provide the purchaser with the terms of use for the software. If the goods involve embedded systems, they may only be transferred together with the hardware. A transfer is not permitted if it violates applicable export control regulations. The Customer bears the burden of proof to show the transfer is permitted under such regulations.
- (2) genua is entitled, in the event of a justified suspicion, to verify the actual use of the licenses. To this end, genua may request from the Customer a self-declaration, at least in text form, regarding the usage. If the Customer refuses to provide the self-declaration or submits an incomplete response, genua is entitled to carry out an on-site inspection of the license usage. The inspection will be announced with two weeks' notice. The Customer shall support genua in an appropriate manner during the inspection. The necessary costs of the inspection shall be borne by the Customer if the inspection reveals non-compliant use.
- (3) Section 11 shall also apply to all process technologies, know-how, or other information related to the software that is not publicly known.

- (4) genua grants the Customer a right of use in accordance with Section 2 of the EULA.
- (5) No additional rights are granted, in particular rights to reproduce, modify, publish, or distribute the goods or services. An exception applies to modifications made for the purpose of rectifying defects following failed supplementary performance.
- (6) In addition to this clause, the genua EULA applies and is available at <https://www.genua.eu/gcc>.

#### 12. Liability

- (1) genua is liable for compensation for damages and for wasted expenditure in accordance with the general statutory provisions, unless otherwise specified below.
- (2) genua is not liable for simple negligence unless it constitutes a breach of material contractual obligations. In such cases, genua's liability is limited to foreseeable damages typical for this type of Contract. Material contractual obligations are those whose fulfillment is necessary for the execution of this Contract and on which the Customer may regularly rely.
- (3) genua reserves the right to assert contributory negligence. In particular, the Customer is obligated to take appropriate measures for risk-adequate data backup and to protect against malware or other harmful technologies in line with the current state of the art. In the event of data loss, genua is only liable for the effort required to restore the data that would have been necessary had the Customer performed proper data backups.
- (4) The limitation under Subsection 2 does not apply in cases of intent, gross negligence, injury to life, body, or health, breaches of confidentiality, breaches of warranty, or claims pursuant to the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG).
- (5) The Customer's claims for damages shall become time-barred one year after delivery or acceptance. This does not apply to claims arising from Subsection 4.
- (6) Any further liability on the part of genua is excluded.

### 13. Confidentiality and Data Protection

- (1) The parties undertake to treat as confidential all information of the other party that is not disclosed or publicly known and that becomes known to them in connection with the preparation or execution of this Contract, including the content of the Contract and all product and business secrets within the meaning of Section 2 No. 2 of the German Trade Secrets Act (GeschGehG). Such information shall not be disclosed to third parties and shall be used solely for the purpose of performing the Contract. genua's overview of trade secrets is available at [https://www.genua.de/fileadmin/rechtliches/GeschGehG\\_final\\_2025\\_EN.pdf](https://www.genua.de/fileadmin/rechtliches/GeschGehG_final_2025_EN.pdf)
- (2) The parties mutually undertake to keep all confidential information of the other party confidential for the duration of the contractual relationship and for a period of five years after its termination.
- (3) Furthermore, the parties agree to impose the above obligations on their employees to the same extent. Confidential information may only be disclosed to those employees who necessarily require access in order to fulfill contractual duties. Confidential information may only be made accessible to external advisors and subcontractors if required for business purposes or by law, and only if the same obligations as set out in this Section 13 are imposed on the respective individuals.
- (4) The confidentiality obligations set out above shall not apply to information that
  - (a) was already known to the receiving party without being subject to a confidentiality obligation prior to the start of the Contract,
  - (b) is or becomes publicly known through no fault of the receiving party,
  - (c) is disclosed or made available to the receiving party by a third party without breach of any confidentiality obligation,
  - (d) was demonstrably developed independently by the receiving party,
  - (e) has been released in writing for disclosure by the disclosing party, or

(f) must be disclosed by the receiving party under mandatory legal provisions to authorities, courts, or third parties. In such cases, the receiving party shall, to the extent legally permissible, inform the disclosing party without undue delay. The scope of the disclosure shall not exceed what is strictly necessary to comply with the legal obligation.

- (5) Upon termination of the contractual relationship, the parties shall, upon request of the disclosing party, promptly return all confidential information received in tangible form from the other party, without retaining any copies or duplicates of any kind, unless they are legally obligated to retain such documents. In such cases, the obligation to return the information shall be fulfilled upon expiry of the statutory retention period.
- (6) Each party undertakes to comply with the applicable data protection regulations.
- (7) Insofar as genua collects, processes, or uses personal data on behalf of the Customer, this shall be carried out in accordance with the Customer's instructions. The Customer remains the controller within the meaning of Article 4(7) GDPR and is solely responsible for the lawfulness of the data transfer and for assessing the permissibility of the data processing. genua acts as a processor within the meaning of Article 28 GDPR. The parties shall conclude a corresponding data processing agreement, which genua will provide upon request.

### 14. Export Control

- (1) genua and the Customer agree that compliance with applicable national and/or international export control and/or sanctions laws (hereinafter "Applicable Export Control Law") is a material condition for the performance of this Contract. genua and the Customer therefore undertake to comply with the Applicable Export Control Law and not to circumvent it. Any violation of Applicable Export Control Law in connection with deliveries and/or services provided by genua shall always be deemed a material breach of genua's interests. Accordingly, genua shall only perform its contractual obligations if such performance is not prohibited by Applicable Export Control Law.

- (2) The Customer undertakes to ensure that no natural or legal persons, organizations, or institutions (hereinafter "Involved Parties") listed on the sanctions lists of the European Union, the United States, or any other applicable sanctions list, including the Customer's bank or financial institution, are directly or indirectly involved in the performance of this Contract. Should the Customer or any Involved Party be added to any of the aforementioned sanctions lists during the term of the Contract, the Customer shall inform genua without undue delay. If an Involved Party is listed on a sanctions list during the term of the Contract, or if the Customer fails to fulfill its obligation to notify genua of such listing, genua shall be entitled to withdraw from or terminate the Contract without the Customer being entitled to assert any claims against genua.
- (3) The Customer acknowledges that the transfer of Goods (products, software, and technology; hereinafter "Goods") to other EU member states, the export of Goods to third countries outside the EU customs territory, as well as the provision of services, particularly technical support (e.g., installation, maintenance, repairs, briefings, training, consulting, etc.) may be subject to authorization requirements.
- (4) The Customer undertakes to provide genua, free of charge, in a timely, truthful, and complete manner and, if necessary, in original form, with all information, documents, and/or declarations (such as company profiles, project descriptions, end-use statements) necessary for the review and compliance with applicable export control laws, particularly for applying for transfer and/or export licenses. If the Customer fails to provide such information, documents, or declarations to genua in a timely, truthful, or complete manner, or if such materials give rise to indications of a potential circumvention of export control laws applicable to genua, genua shall be entitled, after setting a reasonable deadline for the Customer to fulfill these obligations, to withdraw from or terminate the Contract with immediate effect, without the Customer being entitled to assert any claims against genua.
- (5) Where genua supplies Goods and/or provides a service, especially when granting access to software and/or technology, the Customer shall inform genua, at the latest upon ordering the Goods or prior to granting such access, of all circumstances relevant to the intended delivery and/or service. In particular, the Customer shall inform genua of the end customer, delivery location, and any additional recipients or intermediaries. Access to the software or technology from a country outside the EU customs territory is not permitted without genua's express consent. The Customer shall ensure compliance with this requirement.
- (6) Unless otherwise agreed in text form with genua, the Customer shall, no later than at the time of ordering a Good and its delivery to a third country outside the EU customs territory, or prior to granting access to software and/or technology from such a third country, confirm that the Goods delivered and services provided by genua are neither directly nor indirectly connected with:
  - (a) the development, production, handling, operation, maintenance, storage, detection, identification, or dissemination of chemical, biological, or nuclear weapons, or any other nuclear explosive devices, or the development, production, maintenance, or storage of missiles for such weapons,
  - (b) nuclear or military purposes, or purposes related to delivery systems or missile technology (e.g., rocket development),
  - (c) a military end-use, or
  - (d) use in internal repression, human rights violations, or any acts of terrorism.
- (7) The Customer undertakes to implement an export control system (Internal Compliance Program, ICP) that operates in accordance with the export control laws applicable to the Customer, and to require compliance with such laws under this GTC from its customers and other business partners.
- (8) genua shall not be liable for non-performance of the Contract if such performance is prevented by Applicable Export Control Law, unless the non-performance results from a willful or grossly negligent breach of contractual obligations by genua. If the performance of the Contract would violate Applicable Export Control Law, genua is entitled to refuse performance and to withdraw



from the Contract or terminate it with immediate effect. genua undertakes to inform the Customer of the reasons for refusing performance without undue delay, to the extent permitted by law. If only part of the contractual performance violates Applicable Export Control Law, genua is entitled to withdraw from or terminate the entire Contract if the Customer has no interest in partial performance.

- (9) In the event of a delay due to official approval procedures or other governmental procedures or requirements in connection with Applicable Export Control Law, the agreed delivery or performance date shall be extended by the duration of the delay. genua shall not be liable for such delays unless they are caused by a willful or grossly negligent breach of contractual obligations by genua. If the performance of the Contract depends on official authorization and such authorization is not granted, both parties shall be entitled to withdraw from or terminate the Contract with immediate effect, unless the failure to obtain the authorization is due to a breach of contractual obligations by the withdrawing or terminating party. Any other impediments arising from foreign trade or embargo regulations that must be observed by genua as exporter or transferor, or by genua's suppliers, and that prevent the performance of the Contract shall also entitle genua to withdraw from or terminate the Contract.
- (10) In the event of the Customer's breach of Applicable Export Control Law, genua shall be entitled to terminate the Contract with immediate effect or to withdraw from it, and the Customer shall indemnify genua against any third-party claims for damages arising from such breach and reimburse genua for any related expenses or damages, including fines or penalties. The preceding sentence shall not apply if the breach is attributable to a willful or grossly negligent breach of contractual obligations by genua.

## 15. Amendments to the General Terms and Conditions

genua is entitled to amend the General Terms and Conditions in response to changes in applicable law, market conditions, or product-specific adjustments. The Customer shall be notified of

such amendments at least two months in advance and at least in text form. The amendments shall take effect unless the Customer objects within 30 days.

## 16. Final Provisions

- (1) Any agreements that amend, supplement, further specify, or terminate these contractual terms, as well as any special assurances or arrangements, shall only be effective if made in writing.
- (2) The parties agree that all legal relations arising from or in connection with this contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany, with the exclusion of all conflict-of-law rules that would refer to the laws of another jurisdiction.
- (3) The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- (4) If the Customer is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch, HGB), 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 execution or performance of this contractual relationship shall be Munich (Regional Court Munich I).
- (5) Should any provision of this agreement be or become invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties undertake to replace the invalid or unenforceable provision with a valid one that most closely reflects the interests of the parties in a reasonable manner.

## C. Special Provisions

### 17. Specific Terms for Rental

- (1) The rental item shall be provided to the Customer for the contractually agreed use.
- (2) The term of the Contract shall be determined in accordance with the offer.
- (3) Unless otherwise agreed, genua shall invoice the Customer for the services provided in advance, unless a different payment date is specified in the

invoice. In the case of indefinite-term contracts, genua is entitled to adjust the rent in accordance with the provisions of Section 5, Subsection 1.

- (4) Defects occurring during the rental term must be reported to genua without undue delay. If a defect exists for which genua is responsible, genua shall be entitled, at its discretion, to remedy the defect or provide a replacement.
- (5) If the rented item consists of a system comprising hardware and software components, the Customer may not use the software on any hardware unit other than the rented item. The Customer shall take appropriate measures to protect the rented item from unauthorized access by third parties. If the Customer fails to do so, the Customer shall bear the resulting costs. The Customer shall notify genua of such incidents without undue delay.
- (6) If the contract term is indefinite, either party may terminate the Contract by giving three months' notice effective at the end of the contractual year.
- (7) The Customer is obligated to handle the rented item with due care, to perform maintenance and servicing, and to return it in proper working condition. The Customer shall return the rented item to genua at its own expense upon expiration of the rental term.

#### **18. Special Terms for the Provision of Software-as-a-Service**

- (1) genua shall grant the Customer the right to use the service as a Software-as-a-Service solution via the Internet. To this end, genua shall make the services available via a URL provided to the Customer.
- (2) genua is entitled to provide the service at a different URL, either temporarily or permanently. In such cases, genua shall inform the Customer in a timely manner and provide the new URL.
- (3) The service is provided via an IT infrastructure selected by genua. genua's performance obligation ends upon ensuring the service's accessibility from the Internet. genua is not responsible for the data connection between the Customer's or authorized users' devices and systems and the handover point.

- (4) genua guarantees a minimum service availability of 99.0% per month at the handover point during the business hours specified in section 4.2.1 of the SLA, unless otherwise agreed for specific products. Service availability means the Customer's ability to use all main functions of the service at the handover point. Scheduled and announced maintenance periods, as well as periods for remedying defects, count as available service time. Minor impairments, such as limitations of ancillary functions, and unplanned maintenance for the deployment of urgent security patches, also count as service availability.
- (5) If the term of the Contract is indefinite, either party may terminate it by giving three months' notice, effective at the end of the contract year.
- (6) The Customer is granted the right to reproduce the service, in whole or in part, for the duration of the rental period, in accordance with the terms of this Contract, to the extent necessary for the use of the service, particularly for installation and execution within the Customer's system environment.

#### **19. Special Terms for the Provision of Services**

- (1) The services provided by genua constitute obligations to perform certain activities, but not to achieve any particular result.
- (2) The scope of the services shall be governed by the applicable offer.
- (3) genua shall be free to determine the place and time of performance, unless otherwise agreed.
- (4) The manner of performance shall be at genua's discretion. Neither party shall have authority to issue instructions to the other.
- (5) Unless otherwise agreed, genua shall grant the Customer, upon full payment of the agreed remuneration, a non-transferable, non-sublicensable, and non-exclusive right to use the results of the services for the contractually agreed purpose.
- (6) If the Contract has been concluded for an indefinite term, it may be terminated in writing with three months' notice, effective at the end of any calendar year, unless otherwise agreed.

## 20. Special Terms for the Provision of Works

- (1) genua shall notify the Customer of the completion of the work in the agreed format.
- (2) The Customer shall promptly review the work and confirm its acceptance at least in text form.
- (3) If the creation of partial works has been contractually agreed upon, genua shall be entitled to present each partial work individually for acceptance. The subsequent acceptance procedures shall apply solely to the functionality of the current partial work and to whether the previously accepted partial works function properly together with the new ones.
- (4) The Customer may not refuse acceptance if no defects or only minor defects are present, or if all agreed acceptance criteria have been met.
- (5) The performance shall be deemed accepted if the Customer fails to notify genua of any identified defects at least in text form within 30 days of being informed of completion.
- (6) If acceptance is refused, the Customer shall promptly provide genua with a list of all defects at least in text form. The Customer must also grant genua a reasonable period to remedy the defects.
- (7) If remedial performance fails twice, the Customer may choose either to request a reduction in price or to withdraw from the Contract.
- (8) The Customer may only use the work once it has been accepted.
- (9) If the Customer terminates the Contract before the work is completed, genua may claim either the remuneration corresponding to the work already performed or a lump sum equal to 30% of the total contract value. The Customer reserves the right to prove that genua's actual expenses are lower than this amount.

## 21. Special Terms for the Provision of Training

- (1) genua provides training services for Customers and sales partners relating to genua products. These include training sessions and workshops conducted at genua's own or rented facilities, at the Customer's premises (on-site training), or via webinars.

- (2) Available course dates and related information are published on genua's website. Each training session has a limited number of participants, and places are allocated in the order in which written registrations are received. Registrations must be submitted no later than two weeks before the training begins, either directly to genua or through a sales partner. The Customer will receive a registration confirmation, and the training contract is concluded upon genua's confirmation. If the course is fully booked or canceled, the participant will be informed in text form.
- (3) The cancellation period for both parties is up to 14 days before the start of the training, without either party incurring any contractual obligations. For training sessions held in Cologne and Berlin, the cancellation period is 21 days. After this period, the Customer will be charged a processing fee amounting to 50% of the training fee. In the event of a participant's illness, and upon submission of a medical certificate confirming the inability to attend (without diagnosis), genua will waive the processing fee.
- (4) For on-site training (training held at the Customer's premises), the Customer shall provide the necessary infrastructure, including training facilities, equipment, and installed hardware and software with the appropriate access rights. Upon request, genua shall provide the Customer with a list of the necessary requirements in a timely manner. If the Customer fails to provide the required equipment, the training duration may be shortened accordingly.
- (5) The following services are included in the course fee:
  - (a) On-site training: The training and training materials.
  - (b) Online training: The training, training infrastructure, and electronic training materials.
  - (c) Other training: The training, training infrastructure, training materials, beverages, and lunch.
- (6) For online training, a connection test must be conducted in advance. This includes testing audio, microphones, and the SSH connection to vir-

tual machines. Two possible dates for the connection test will be offered two to three weeks prior to the training. If the Customer fails to attend either of these dates, participation in the online training will not be possible, and the course registration will be canceled. In such cases, a processing fee amounting to 50% of the training fee will be charged.

- (7) genua reserves the right to adjust the training content without prior notice if necessary.
- (8) genua grants the Customer a non-exclusive, perpetual, and non-transferable right to use all training materials provided in the context of events for learning and application purposes. This right also includes supporting materials such as electronic presentation files and examples used during the training. Unless otherwise agreed, reproduction, modification, distribution, exhibition, or public access to the training materials is expressly prohibited.
- (9) Participants of a training session will receive a written certificate of attendance upon completion. This certificate may be withheld if the participant was present for less than 50% of the total training time. For partner training sessions, partner certificates may be withheld if the participant was present for less than 90% of the training time.
- (10) In the event of a training cancellation for reasons beyond genua's control, particularly due to the illness of the instructor, the Customer shall not be entitled to demand that the training be carried out. genua will promptly notify the Customer of the cancellation. In such cases, genua shall not be held liable for any reimbursement of travel or

accommodation expenses, nor for compensation for loss of working hours.

- (11) Physical media brought by participants may not be connected to computers provided by genua. Should genua suffer any damage as a result of such a violation, genua reserves the right to claim damages.

## **22. Special Terms for the Provision of Hardware and Software Support Services**

- (1) genua provides support services for its products for a fee, in accordance with its Service Level Agreement (SLA), available on the website at <https://www.genua.eu/gcc>.
- (2) Unless otherwise agreed, the support period begins on the 1st of the following month for products delivered by the 20th of a month, and on the 1st of the second following month for products delivered after the 20th.
- (3) The minimum contract term of each support agreement is 12 months, unless otherwise agreed. Unless otherwise agreed, the support agreement will automatically renew for an additional year and may be terminated with three months' notice prior to the end of each contract year. The right to extraordinary termination remains unaffected. In particular, genua reserves the right to extraordinary termination if the Customer is more than one month in arrears with the payment of the agreed fee.
- (4) The fee for support services is an annual flat fee, payable in advance for a twelve-month period at the beginning of each contract year. genua may adjust the fee for support services in accordance with Section 5, Subsection 1.