

General Terms and Conditions for Test Purposes

1. Subject matter

(1) The following terms and conditions regulate the use of software and/or hardware (“Products”) by the customer for test purposes.

(2) genua GmbH provides the customer with the products indicated in the notice of return.

2. General

(1) The customer receives the products listed in the notice of return for a defined period for test purposes.

(2) genua GmbH provides the products exclusively based on these General Terms and Conditions of Contract as well as the notice of return.

(3) The customer consents to these General Terms and Conditions of Contract with its initial use or installation of the products.

3. Customer duties

(1) genua GmbH supplies the products to the customer for test purposes, free of charge. Costs incurred by genua GmbH while supplying the products for test purposes (e.g., shipping costs, export handling fees) may be billed to the customer.

(2) The customer checks the products for completeness and defects immediately after transfer. The customer must immediately notify genua GmbH if an incomplete or defective product is identified.

(3) The customer undertakes to handle the transferred products with due care and protects them against damage. The customer is not authorized to decompile, reverse assemble, or reverse engineer the products or the software they contain, or appoint third parties to do the same, unless the customer is authorized or obliged

to do so by mandatory law.

(4) The customer bears the risk of loss or damage of/to the products from the time of handover of the products until they are returned.

(5) Modified access data and passwords for the systems will be reset to the data specified by genua GmbH.

4. Termination

(1) At the end of the term agreed in the notice of return (return date), the customer is obliged to return the hardware to genua GmbH and cease using the software.

(2) If the agreed return date is transgressed, the customer will be charged a processing fee of EUR 500,00. genua GmbH reserves the right to charge a further processing fee and to take further legal steps.

(3) An extension of the test period can be individually agreed between the parties.

(4) For the sake of clarity, it is hereby noted that the listed products remain the property of genua GmbH.

(5) All rights of use and all other rights granted to the customer terminate at the end of the contract term or revocation of the notice of return by genua GmbH.

(6) All data associated with the products must be surrendered or erased before returning the products to genua GmbH.

(7) The customer bears the costs for returning the products. The products must be handed over completely in the original packaging, incl. all supplied accessories, in good condition and free of any defects. The original boxes must not be marked.

The return address is:

genua GmbH

TS-Pool

Domagkstrasse 7

85551 Kirchheim/Munich

(7) Beyond this, the statutory provision apply.

5. Rights of use

(1) genua GmbH grants the customer a non-transferable, non-sublicensable, free, and non-exclusive right of use for test purposes, limited to the duration and execution of the notice of return.

(2) The customer is not entitled to reproduce, disseminate, publish, exhibit, modify, change, further develop, or process the products in any other way, unless the customer is authorized or obliged to do so by mandatory law.

(3) The products may only be used for the agreed purpose and must not be made accessible to third parties.

6. Liability and warranty

(1) The parties are liable to one another under the general statutory provisions defined in Sections 599 et seq. BGB (German Civil Code).

(2) The parties share an unlimited liability to one another for intentional or grossly negligent actions or failures to act, as well as in case of death, physical injury, and damage to health, in the event of breaches of confidentiality, guarantee breaches, as well as for claims under the German Product Liability Act (ProdHaftG).

(3) All further-reaching rights and claims of the parties are precluded to the extent permitted by law.

7. Confidentiality

(1) Confidential information is sensitive commercial, legal, tax, or technical information of which the other party becomes aware as a result of the collaboration. This may include information where it can reasonably be assumed that the receiving party can recognize that the information is confidential or

protected by law, information that is marked as such, or whose confidential content is obvious based on the objective circumstances.

(2) The parties agree to the following concerning the protection of confidential information:

(a) The parties undertake to treat all information as confidential and only use it within the scope of the aforementioned notice of return, and shall also not disclose it to third parties. Communication between one another is expressly permitted.

(b) In addition, the parties undertake to impose the obligations stipulated above in equal measure on their employees, external consultants, and subcontractors, insofar as they come into contact with the designated information.

(3) The confidentiality obligation does not apply insofar and as long as the information:

(a) was already known to the receiving party without being bound by confidentiality, or

(b) was or becomes general knowledge through no fault of the receiving party, or

(c) is disclosed or made available to the receiving party by a third party who is not in breach of a confidentiality obligation, or

(d) was demonstrably developed independently by the receiving party, or

(e) was released for publication by the disclosing party in writing, or

(f) if the receiving party is compelled to disclose the information to authorities or third parties on the basis of a statutory provision.

8. Export control law

(1) The products may contain technologies and software that may be subject to the

applicable export control legislation of the Federal Republic of Germany or other countries. The customer is obliged, in particular, to comply with the export control provisions in Germany, the USA, China, and the EU, and must not export or re-export any technical data or information in violation of these provisions, unless this has been duly approved by the competent authority.

(2) The customer is obliged—if it is aware of the matter—to notify genua GmbH that information is subject to export control provisions. In addition, the customer is obliged, to the best of its knowledge and judgement, to provide genua GmbH with information that it requires to comply with the applicable export control provisions.

(3) The customer is aware that the export control provisions contain different restrictions depending on the products and that they are regularly amended. The customer reviews the current export control provisions prior to every export or re-export. In the event of a violation of export control law, genua GmbH is entitled to revoke the notice of return with immediate effect.

9. Final provisions

(1) All agreements that contain an amendment, addition, or specification of these Terms and Conditions of Contract, as well as specific assurances and arrangements, must be documented in writing. If they are stated by representatives or vicarious agents of genua GmbH, they are only binding if genua GmbH grants its associated written approval.

(2) With regard to all legal relationships from these contract terms, the parties agree to the application of the law of the Federal Republic of Germany and the exclusion of all substantive or procedural rules of law that refer to the legal system of other states.

(3) The application of the UN Convention on Contracts for the International Sale of

Goods (CISG) is expressly precluded.

(4) If the customer is a merchant as defined in the German Commercial Code (HGB), a legal entity under public law, or a public fund, Munich (Munich I District Court) is the agreed place of jurisdiction for all disputes that arise as part of the execution of this contractual relationship.