General Terms and Conditions of solvimus GmbH

1. Scope and Definitions

1.1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to all deliveries and services provided by solvimus GmbH, Ratsteichstraße 5, 98693 Ilmenau, Germany (hereinafter referred to as "solvimus") that are initiated and processed between solvimus and the Customer (hereinafter collectively referred to as "Contracting Parties").

1.2. These GTC apply exclusively to entrepreneurs within the meaning of Section 14 BGB (German Civil Code). "Entrepreneur" is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity (Section 14 (1) BGB).

1.3. These GTC apply exclusively to all business relationships between solvimus and the Customer, including information and consulting services. Conflicting, deviating, or supplementary terms and conditions of the Customer do not become part of the contract. This also applies if the Customer refers to its terms and conditions or if solvimus does not expressly object to the Customer's terms and conditions. These GTC also apply if solvimus accepts the Customer's offers without reservation in the knowledge of the Customer's contractual terms and conditions. The Customer's terms and conditions only apply if solvimus expressly agrees to them in writing. The exclusion of the Customer's terms and conditions also applies if these GTC do not contain any provisions on individual points of the Customer's terms and conditions.

1.4. Insofar as these GTC refer to claims for damages, this also includes claims for expenses within the meaning of Section 284 BGB.

1.5. Insofar as trade clauses in accordance with the International Commercial Terms have been agreed, the terms and definitions of INCOTERMS 2020 apply.

2. Conclusion of Contract / Subject Matter of the Contract / Procurement Risk and Warranty

2.1. Offers made by solvimus are subject to change and non-binding. They contain a non-binding invitation to the Customer to submit an offer. This includes technical descriptions, other information in offers, brochures, and other information provided by solvimus. Confirmation of receipt of the Customer's offer does not constitute acceptance of the Customer's offer.

2.2. Information and explanations regarding the products and services provided by solvimus itself or by sales representatives are based exclusively on previous experience. They do not constitute any characteristics or guarantees with regard to solvimus products. The values stated are to be regarded as average values. Solvimus does not guarantee that the services and products of solvimus are suitable for the purpose intended by the Customer, unless this has been expressly agreed.

2.3. A contract is only concluded – even in the course of ongoing business transactions – when solvimus declares its acceptance of the Customer's offer in writing. The offer must be accepted within eighteen (18) working days (order confirmation). The order confirmation is valid provided that the Customer has settled any outstanding payments and that a credit check of the Customer carried out by solvimus does not reveal any negative information.

2.4. The Customer must inform solvimus in writing of any special requirements for the ordered products in good time before the contract is concluded. However, these notifications do not extend the contractual obligation and liability on the part of solvimus. Unless otherwise expressly agreed, solvimus is only obliged to deliver the ordered products as goods that are suitable for sale and registration in the Federal Republic of Germany.

2.5. Solvimus is only obliged to deliver from its own stock (stock obligation).

2.6. The assumption of a procurement risk or a procurement guarantee does not lie solely in the obligation to deliver an item that is only specified by type.
2.7. Solvimus assumes procurement risk in accordance with Section 276 BGB only by virtue of a separate written agreement using the wording "we assume the procurement risk".
2.8. If acceptance of the service is delayed for reasons for which the Customer is responsible, solvimus is entitled, after setting and expiry of a 14-day grace period, at its discretion, to demand immediate payment of remuneration, to withdraw from the contract or to refuse performance by the Customer and to claim damages in lieu of the entire service. The deadline must be set in writing, whereby solvimus is not required to refer again to the rights under this provision. In the event of a claim for damages, the damages to be paid amount to 20% of the net delivery price for purchase contracts for Customer-specific products and 10% of the net remuneration for other purchase and service contracts. The Contracting Parties reserve the right to prove a different amount of damage or that no damage has been incurred. The above provision does not imply a reversal of the burden of proof.
2.9. Solvimus reserves all property rights and copyrights to all works and documents, in particular to illustrations, drawings, calculations, and other documents which solvimus discloses or makes available to the Customer. These may not be made accessible to third parties; this also applies to all information received since the commencement of contract negotiations in relation to solvimus' activities, services, and goods. Any disclosure to third parties requires the express written consent of solvimus. If a contract between the Customer and solvimus is not concluded, all related documents, records, and works must be returned to solvimus immediately.
2.10. Information provided by the Customer to solvimus in connection with inquiries, offers, orders, and purchase orders must be treated as confidential, unless such information must be disclosed to third parties for the immediate fulfillment of the contract.
2.11. Information within the meaning of Section 2.1. of these GTC and public statements made by solvimus only become part of the contract with the Customer if express reference is made to them in the order confirmation within the meaning of Section 2.3. of these GTC.
2.12. For research, development, and service contracts, the project described in the Customer's order and the order confirmation in accordance with Section 2.3. of these GTC on the part of solvimus is the subject matter of the contract. Details are set out in the specifications, provided that these have been agreed with solvimus in a binding and written form. In accordance with the content and nature of research, development, and service contracts, the law governing service contracts apply to this legal relationship, unless otherwise expressly stipulated below or in individual contracts.
2.13. Verbal agreements between the Customer and solvimus employees are not legally binding if they exceed or amend the content of the contract between solvimus and the Customer, unless confirmed in writing by solvimus management.
2.14. The use of the goods and services provided by solvimus in safety-relevant, life-sustaining, or life-saving systems requires the express written consent of solvimus.

3. Prices and Terms of Payment

3.1. Prices and remuneration in offers made by solvimus are in Euros, plus any VAT, which will be shown separately at the applicable statutory rate. Costs for freight, postage, sea or air transport packaging and insurance are not included in the price or remuneration, unless this has been expressly agreed in writing between solvimus and the Customer.
3.2 Payment methods other than bank transfer require a written agreement between solvimus and the Customer. Any costs incurred by either party as a result are borne by the Customer.
3.3. In the case of payment by bank transfer, the date of payment is the date on which the money is received or credited to the solvimus account specified on the invoice.

3.4. Unless otherwise stated in the order confirmation within the meaning of Section 2.3. of these GTC, prices and fees are payable without deduction within 14 calendar days of the invoice date. If the order confirmation within the meaning of Section 2.3. of these GTC grants the right to deduct a discount, the Customer is entitled to the discount in the specified amount as a percentage of the invoice amount if and to the extent that payment is made within the specified calendar days after the due date of the remuneration – receipt of the invoice amount in the account specified in the invoice within the meaning of Section 3.3. of these GTC – and the Customer is not in arrears with the payment of other invoices.

3.5. If the due date within the meaning of Section 3.4. of these GTC is not met, solvimus is entitled to charge default interest at a rate of 9 percentage points above the respective base rate of the European Central Bank. solvimus reserves the right to claim further damages.

3.6. In the event of culpable default of payment by the Customer, solvimus reserves the right to demand payment of the remaining debt in full. In this case, outstanding services on the part of solvimus will be provided against advance payment or against the provision of security.

3.7. The Customer only has a right of retention or set off with respect to counterclaims that are undisputed or have been established by a final and binding court decision. The Customer may only exercise a right of retention insofar as his counterclaim is based on the same contractual relationship. In the event of defects in the delivery, the Customer's counterclaims remain unaffected, in particular in accordance with Section 8.8. sentence 2 of these GTC.

3.8. Incoming payments will be first used to settle costs, then interest, and finally the principal claim in order with their age.

4. Delivery / Obligations to Cooperate / Delivery Time / Packaging

4.1. The scope of solvimus's obligation to perform is determined by the order confirmation as defined in Section 2.3. of these GTC, and, if applicable, the Customer's specifications, insofar as these have been accepted in writing by solvimus.

4.2. The delivery period is agreed individually or specified by solvimus upon acceptance of the order. If this is not the case, the delivery period is 12 weeks from the conclusion of the contract. The delivery and performance period will not begin until the technical details of the order have been fully clarified, the agreed release, documents and/or down payment have been received and the Customer has fulfilled all other obligations.

4.3. The delivery and performance period will be extended in particular if the Customer subsequently changes the requirements for the services to be provided by solvimus.

4.4. The Customer is entitled to demand changes to the project within the meaning of Section 2.12. of these GTC, provided that the Customer accepts any resulting cost overruns and delays. Any change to the project requires a separate written amendment agreement within the meaning of Section 2.3. of these GTC.

4.5. The schedule agreed upon in the order confirmation in accordance with Section 2.3 of these GTC applies to the performance of research, development work, and services in accordance with Section 2.12. of these GTC. In accordance with the development nature of the projects, the dates and deadlines agreed upon in the schedule are only guidelines, unless otherwise expressly agreed in writing. Compliance with the performance obligation on the part of solvimus requires the timely and proper fulfillment of the Customer's obligations in accordance with the order confirmation pursuant to Section 2.3. of these GTC and the minimum cooperation obligations pursuant to Section 4.5. of these GTC.

The Customer must provide at least the following cooperation:

a) The Customer must name a contact person with all the necessary skills at the latest at the start of the project. This also applies to solvimus. If solvimus does not name a contact person, the managing directors of solvimus shall be the contact persons.
b) The Customer must provide solvimus with access to its development areas to the extent necessary for the implementation of the project in terms of content and time.
c) The Customer must provide solvimus with a suitable, secure email account for the duration of the project for the purpose of exchanging data and information.

If the Customer is in default of payment for an earlier service, solvimus reserves the right to withhold its services until payment has been made. The Customer cannot derive any rights from this justified withholding.

4.6. If the Customer does not specify a collection date when ordering the goods, which must be confirmed in writing by solvimus in order to be legally binding, or if the goods are not accepted on the agreed collection date, solvimus will ship the contractual goods at its discretion using a carrier commissioned by solvimus. Solvimus will invoice the Customer for the packaging and transport costs incurred for the shipment. Solvimus shall insure the contractual goods against transport and shipping damage at the Customer's expense, unless the Customer declares to solvimus when ordering the goods that he does not wish to take out transport insurance.

5. Delay in Performance

5.1. The occurrence of a delay in performance by solvimus is determined in accordance with the statutory provisions. In any case, however, a reminder from the Customer is required.

5.2. If solvimus is in default of performance, the Customer may demand lump-sum compensation for the damage caused by the delay. The lump sum for damages amounts to 0.5% of the net remuneration for each completed calendar week of delay, but in total no more than 5% of the net remuneration for the service in default. Solvimus reserves the right to prove that the Customer has not incurred any damage or only significantly less damage than the above lump sum.

5.3. The Customer's rights under Section 11. of these GTC and solvimus' statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

6. Force Majeure / Self-Supply

6.1. If solvimus is unable to meet binding delivery deadlines for reasons beyond its control (non-availability of the service), solvimus shall inform the Customer of this in writing without delay and at the same time notify the Customer of the expected new delivery deadline. If the service is also unavailable within the new delivery deadline, solvimus is entitled to withdraw from the contract in whole or in part; solvimus immediately reimburses any consideration already paid by the Customer. Non-availability of the service is deemed to exist, for example, in the event of late delivery by solvimus' suppliers, if solvimus has concluded a congruent covering transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if solvimus is not obliged to procure the goods in individual cases.

6.1.1. Force majeure means the occurrence of an event or circumstance that prevents a party from fulfilling one or more of its contractual obligations under the contract, if and to the extent that the party affected by the obstacle proves that (a) this obstacle is beyond its reasonable control; and (b) it was not reasonably foreseeable at the time the contract was concluded; and (c) the effects of the obstacle could not reasonably have been avoided or overcome by the affected party.

6.1.2. Until proven otherwise, the following events affecting a party shall be presumed to fulfill the conditions under 6.1.1. lit (a) and lit. (b): (i) war (declared or undeclared), hostilities,

attack, acts of foreign enemies, extensive military mobilization; (ii) civil war, riots, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargoes, sanctions; (iv) lawful or unlawful acts of government, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalization; (v) pestilence, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged failure of means of transport, telecommunications, information systems or energy; (vii) general labor unrest such as boycott, strike and lockout, slowdown, occupation of factories and buildings.

6.2. If a delivery date or delivery period has been bindingly agreed and the agreed delivery date or delivery period is exceeded due to an event in accordance with Section 6.1. of these GTC, the Customer shall be entitled to withdraw from the contract for the part not yet fulfilled after a reasonable grace period has expired without result. In the event of an occurrence under Section 6.1. of these GTC, further claims by the Customer, particularly claims for damages, are excluded.

6.3. The above provision in Section 6.2. of these GTC applies mutatis mutandis if, for the reasons stated in Section 6.1. of these GTC, it is objectively unreasonable for the Customer to continue to adhere to the contract even without a contractual agreement on a fixed delivery date.

7. Shipping / Transfer of Risk / Acceptance

7.1. Unless otherwise agreed in writing, delivery is Ex Works (EXW), INCOTERMS 2020. In the case of a debt to collect or deliver, the goods travel at the risk and expense of the Customer.

7.2. In the absence of any other agreement, solvimus reserves the right to choose the route and means of transport for agreed shipments. Any additional costs incurred as a result of this, including transport and insurance costs, are borne by the Customer, even if carriage paid delivery has been agreed.

7.3. The risk of accidental loss or accidental deterioration passes to the Customer upon delivery of the goods to the Customer in the case of an agreed obligation to collect, upon delivery of the goods to the carrier, freight forwarder, or other companies designated to carry out the shipment in the case of an agreed obligation to ship, but no later than when the goods leave the place of business of solvimus, unless a debt to be performed at the place of performance has been agreed. The above also applies if an agreed partial delivery is made.

7.4. If performance is delayed due to solvimus exercising its right of retention as a result of total or partial default of payment by the Customer or for other reasons for which the Customer is responsible, the risk passes to the Customer at the latest upon receipt of the notification of readiness for shipment or performance by solvimus to the Customer.

8. Notification of Defects / Breach of Duty due to Material Defects / Warranty

8.1. Unless otherwise specified below, the statutory provisions apply to the Customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions). In all cases, the statutory provisions on the sale of consumer goods (Sections 474 et seq. BGB) and the Customer's rights arising from separately issued guarantees, in particular on the part of the manufacturer, remain unaffected.

8.2. Solvimus' liability for defects is primarily based on the agreement regarding the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer specifications included in the contract are considered quality agreements. If quality is not agreed upon, the statutory provisions apply to

determine whether or not a defect exists (Section 434 (3) BGB). Public statements made by the manufacturer or on its behalf, in particular in catalogs, on the solvimus website, in advertising, or on the label of the goods, take precedence over statements made by other third parties.

8.3. Product descriptions and manufacturer's specifications do not constitute guarantees of quality within the meaning of Section 443 BGB, unless the Contracting Parties have expressly agreed otherwise in writing.

8.4. In the case of the sale of software, solvimus warrants that it complies with solvimus program specifications, provided that the software is installed on the device systems intended by solvimus in accordance with solvimus guidelines and is used by the Customer in accordance with the contract in the combinations specified by solvimus.

8.5. In the case of goods with digital elements or other digital content, solvimus is only obliged to provide and, if necessary, update the digital content to the extent that this is expressly stated in a quality agreement in accordance with paragraph 2. Solvimus accepts no liability for public statements made by the manufacturer or other third parties in this regard.

8.6. Solvimus is not liable for defects that the Customer is aware of at the time of conclusion of the contract or is not aware of due to gross negligence (Section 442 BGB). Furthermore, the Customer's claims for defects presuppose that he has fulfilled his statutory obligations to inspect and notify (Sections 377, 381 HGB). In the case of building materials and other goods intended for installation or further processing, an inspection must be carried out immediately prior to processing in all cases. If a defect becomes apparent upon delivery, during inspection or at any later point in time, solvimus must be notified immediately in writing. In any case, obvious defects must be reported in writing within 5 working days of delivery and defects that are not apparent during inspection must be reported within the same period of time after discovery. If the Customer fails to carry out the proper inspection and/or notification of defects, solvimus' liability for defects that are not reported or not reported in a timely or proper manner will be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, attachment, or installation, this also applies if the defect only became apparent after processing as a result of a breach of one of these obligations; in this case, the Customer has no claims for reimbursement of corresponding costs ("removal and installation costs").

8.7. If the delivered item is defective, solvimus can first choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by solvimus is unreasonable for the Customer in individual cases, the Customer may reject it. Solvimus' right to refuse subsequent performance under the statutory conditions remains unaffected.

8.8. Solvimus is entitled to make the subsequent performance owed dependent on the Customer paying the purchase price due. However, the Customer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.

8.9. The Customer must provide solvimus with the necessary time and opportunity for subsequent performance, including handing over the rejected goods for inspection. In the event of a replacement delivery, the Customer must return the defective item to solvimus at solvimus' request in accordance with the statutory provisions; however, the Customer is not entitled to a return claim. Subsequent performance does not include the removal, dismantling, or uninstallation of the defective item, nor the installation, fitting, or assembly of a non-defective item if solvimus was not originally obliged to provide these services; claims by the Customer for reimbursement of corresponding costs ("removal and installation costs") remain unaffected.

8.10. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs, as well as any removal and installation costs, will be borne or reimbursed by solvimus in accordance with the statutory

provisions and these GTC if a defect actually exists. Otherwise, solvimus reserves the right to demand reimbursement from the Customer for the costs incurred as a result of the unjustified request to remedy the defect if the Customer knew or could have recognized that there was in fact no defect.

8.11. In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the Customer has the right to remedy the defect themselves and to demand reimbursement from solvimus for the objectively necessary expenses incurred in doing so. Solvimus must be notified of such self-remedy immediately, if possible, in advance. The right to remedy the defect oneself does not apply if solvimus is entitled to refuse subsequent performance in accordance with the statutory provisions.

8.12. If a reasonable period set by the Customer for subsequent performance has expired without result or is dispensable under the statutory provisions, the Customer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. However, there is no right of withdrawal in the case of an insignificant defect.

8.13. Claims by the Customer for reimbursement of expenses pursuant to Section 445a (1) BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 BGB) or a consumer contract for the provision of digital products (Sections 445c (2), 327 (5) 327u BGB). Claims by the Customer for damages or reimbursement of futile expenses (Section 284 BGB) also only exist in the event of defects in the goods in accordance with Sections 11. and 12. below.

8.14. The assignment of claims for defects by the direct purchaser against solvimus is not allowed if the direct purchaser is an entrepreneur within the meaning of Section 14 BGB.

9. Retention of Title / Seizures

9.1. Solvimus retains title to all delivered goods and services (hereinafter referred to as "Reserved Goods") until all claims arising from the business relationship with the Customer, including future claims from contracts concluded at a later date, have been fulfilled. This also applies to a balance in favor of solvimus if individual or all claims on the part of solvimus are included in a current account (current account balance) and the balance has been struck.

9.2. If the Customer acts in breach of contract – in particular if he is in default of payment of a claim for remuneration – solvimus is entitled to withdraw from the contract after solvimus has set a reasonable deadline for performance. The transport costs incurred for the return are borne by the Customer. If solvimus takes back Reserved Goods, this already constitutes a withdrawal from the contract. It also constitutes a withdrawal from the contract if solvimus seizes the Reserved Goods. Reserved Goods taken back by solvimus can be sold by solvimus. The proceeds of the sale are offset against the amounts owed by the Customer to solvimus from the business relationship after solvimus has deducted a reasonable amount for the costs of the sale.

9.3. The Customer must insure the Reserved Goods adequately, in particular against fire, water, storm, and theft. Claims against the insurance company arising from a loss event affecting the Reserved Goods are hereby assigned to solvimus in the amount of the value of the Reserved Goods.

9.4. The Customer is entitled to process and sell the Reserved Goods in the ordinary course of business. Other dispositions, in particular pledging or granting security interests, are not permitted to the Customer. If the Reserved Goods are not paid for immediately in the event of resale to third parties, the Customer is obliged to sell the Reserved Goods under retention of title. The right to process and sell the Reserved Goods lapses if the Customer is in default of payment to solvimus.

9.5. The Customer hereby assigns to solvimus all claims, including securities and ancillary agreements, which accrue to him against third parties from or in connection with the further

processing or sale of the Reserved Goods. The Customer is not entitled to enter into agreements with buyers or third parties that impair or exclude solvimus' rights in relation to the Reserved Goods. In the event of the sale of the Reserved Goods together with other items, the claim against third parties is deemed assigned in the amount of the delivery price agreed between solvimus and the Customer, unless the amounts attributable to the individual goods can be determined from the invoice.

9.6. The Customer remains entitled to collect the claim assigned to solvimus until revoked by solvimus at any time. Solvimus undertakes to revoke the collection authorization only if it has a legitimate interest in doing so. This is the case, for example, if the Customer does not properly fulfill its payment obligations or is in default of payment. The Customer is obliged to provide solvimus with all information and documents relating to the assigned claims upon request and to inform its Customers of the assignment, unless this has already been done by solvimus.

9.7. If the Customer includes claims from the resale of the Reserved Goods in a current account relationship with his customers, the Customer hereby assigns to solvimus the recognized final balance in his favor in the amount corresponding to the total amount of the claim from the sale of solvimus's Reserved Goods included in the current account relationship.

9.8. If the Customer has already assigned claims from the resale of the goods and services delivered or to be delivered by solvimus to third parties, in particular on the basis of genuine or non-genuine factoring or has entered into other agreements on the basis of which solvimus's current or future security rights pursuant to Section 9. of these GTC may be impaired, he must notify solvimus thereof without undue delay. In the event of non-genuine factoring, solvimus is entitled to withdraw from the contract and demand the return of the delivered goods and services. This also applies in the event of genuine factoring if the Customer is not free to dispose of the purchase price of the claim after concluding the contract with the factor.

9.9. The Customer must immediately notify solvimus of any access by third parties to Reserved Goods or claims assigned to solvimus.

9.10. If the value of the securities granted to solvimus in accordance with the above conditions exceeds the secured claim by more than 10% in total, solvimus is obliged, at the Customer's request, to release securities of its choice to this extent.

9.11. The processing and treatment of the Reserved Goods are carried out for solvimus as the manufacturer, without however obliging solvimus. If the Reserved Goods are processed or inseparably combined with other items that do not belong to solvimus, solvimus acquires co-ownership of the new item in proportion to the net invoice amount of the Reserved Goods to the invoice amounts of the other processed or combined items. If Reserved Goods are combined with other movable items to form a single item, which is to be regarded as the main item, the Customer hereby transfers co-ownership of this item to solvimus in the same ratio. The co-ownership rights arising hereunder are considered Reserved Goods. The Customer is obliged to provide solvimus with all necessary information regarding solvimus's ownership and co-ownership rights upon request.

9.12. In the event of seizures or other interventions by third parties, the Customer must notify solvimus immediately in writing so that legal action can be taken in accordance with Section 771 ZPO (German Code of Civil Procedure). If the third party is unable to reimburse solvimus for the extrajudicial and judicial costs of a lawsuit in accordance with Section 771 ZPO, the Customer is liable for the loss incurred by solvimus.

10. Intellectual Property Rights and Copyrights / Rights to Results

10.1. Solvimus remains the owner of its intellectual property rights and copyrights existing at the time of the respective conclusion of the contract ("Existing Rights"). solvimus informs

the Customer of the existence of these Existing Rights upon written request, insofar as they are usable for the development project. In such cases, solvimus also informs the Customer to what extent third parties are entitled to share in the use of Existing Rights and to what extent solvimus is restricted in the use of these Existing Rights. Upon written request, solvimus also informs the Customer of any third-party property rights and their owners and/or registrants, if and to the extent that such property rights must be claimed for the development project. Insofar as solvimus requires Existing Rights for the exploitation of the development result, the Customer receives a temporally and geographically unlimited, free, non-exclusive right of use, which also includes use for the purposes of series production by the Customer and for affiliated companies of the Customer within the meaning of Sections 15ff. AktG (German Stock Corporation Act).

10.2. The legal ownership of all results (including all inventions, know-how, test and development reports, suggestions, ideas, designs, designs, suggestions, samples, models, etc.) achieved by solvimus within the scope of its research, development, and service contracts (work results) remain with solvimus, unless otherwise agreed in individual cases. For this purpose, solvimus grants the Customer the non-exclusive, irrevocable, transferable, temporally, geographically, and content-free right to use these work results in all types of use free of charge, in particular to reproduce, distribute, exhibit, modify, and edit them.

10.3. The Customer shall receive an unlimited and non-exclusive right of use for the operation of the service for software, modifications, additions, extensions, and associated documentation that is the subject of delivery, is included in the delivery by solvimus, or is delivered at a later date. Solvimus remains the sole owner of the copyrights.

10.4. The simultaneous storage or use of the user software delivered by solvimus on more than one piece of hardware is not permitted. It is also not permitted to operate system software on hardware other than that intended for this purpose. The Customer is not permitted to modify, decompile, copy, or otherwise reproduce the delivered software. The production of a backup copy marked as such is permitted.

10.5. The Customer is obliged to notify solvimus immediately in writing if third parties assert claims against the Customer for infringement of industrial property rights or copyrights arising from the Customer's use of the service. In such cases, solvimus reserves the right to take all defensive and extrajudicial measures to defend its rights. The Customer must support solvimus in this regard.

11. Limitation of Liability

11.1. Unless otherwise specified in these GTC, including the following provisions, solvimus is liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.

11.2. Solvimus is liable for damages – regardless of the legal basis – within the scope of fault-based liability in cases of intent and gross negligence. In cases of simple negligence, solvimus is only liable, subject to statutory liability restrictions (e.g., diligence in its own affairs; insignificant breach of duty),

a) for damage resulting from injury to life, limb, or health,
b) for damage resulting from the breach of an essential contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose fulfillment the contractual partner regularly relies on and may rely); in this case, however, solvimus' liability is limited to compensation for the foreseeable, typically occurring damage.

11.3. Liability for data loss is limited to the restoration costs that would typically have been incurred if the Customer had carried out regular data backups in accordance with the level of risk.

11.4. Solvimus is not liable for damage resulting from the Customer's failure to prevent unauthorized access by his employees and other third parties to the delivered software and associated documentation by taking appropriate precautions, in particular by storing the original data carriers and backup copies in a secure location.
11.5. The limitations of liability resulting from paragraph 2 also apply to third parties and in the event of breaches of duty by people (including for their benefit) for whose fault solvimus is responsible in accordance with statutory provisions. They do not apply if a defect has been fraudulently concealed or a guarantee has been given for the quality of the goods, and to claims by the Customer under the Product Liability Act.
11.6. The Customer may only withdraw from or terminate the contract due to a breach of duty that does not constitute a defect if solvimus is responsible for the breach of duty. The Customer's right to terminate the contract at will (in particular in accordance with Sections 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences apply.

12. Statute of Limitation

12.1. Notwithstanding Section 438 (1) No. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period commences upon acceptance.
12.2. The above limitation periods under sales law also applies to contractual and non-contractual claims for damages by the Customer based on a defect in the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the Customer pursuant to Section 11.2. (1) and (2) (a) of these GTC and under the Product Liability Act are subject exclusively to the statutory limitation periods.

13. Confidentiality

13.1. The Contracting Parties undertake to maintain confidentiality regarding all information obtained in connection with this business relationship between the Contracting Parties concerning the internal affairs and processes of the Contracting Parties as well as other technical and economic information about the Contracting Parties.
13.2. The Contracting Parties further confirm that employees and other agents entrusted by them with the execution of this contract are subject to corresponding confidentiality agreements.
13.3. The confidentiality obligation pursuant to Section 13 of these GTC does not apply if and to the extent that the Contracting Parties prove that the information in question is generally known or becomes generally known through no fault of the Contracting Parties or has been or will be lawfully obtained from a third party or is already known to the Contracting Parties.

14. Termination / Withdrawal

14.1. In the case of a research, development, and service contract, this contract can be terminated as a whole by either party with immediate effect for good cause. Termination must be made in writing.
14.2. The Customer is entitled to terminate a research, development, or service contract with one month's notice to the end of the calendar month. In this case, the Customer bears the costs incurred by solvimus up to the time the termination takes effect, and which are no longer avoidable and are stipulated in the contract. All payments, including this residual payment, may not exceed the remuneration that would have been payable in the event of an unterminated contract.
14.3. If, after conclusion of the respective contract, it becomes apparent (e.g., through an application for the opening of insolvency proceedings or if the Customer is in default with

two consecutive payments) that solvimus' payment claim under the contract is at risk due to the Customer's lack of payment or ability to pay, solvimus is entitled to refuse performance in accordance with the statutory provisions and, if necessary, after setting a deadline, to withdraw from the contract (Section 321 BGB). In the case of contracts for the manufacture of non-fungible items (custom-made products), solvimus may declare its withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

14.4. In addition to remuneration for all services rendered to date, solvimus can demand 5% of the net contract amount as lump-sum compensation in the event of withdrawal from the contract or in the event of termination initiated by the Customer. If a research, development, or service contract exists, solvimus can in such cases demand reimbursement of standby costs amounting to 10% of the average monthly remuneration calculated on the basis of the average of the last three months; if the project began less than three months ago, the average monthly remuneration is calculated on the basis of the shorter term of the project. This does not exclude the assertion of higher damages. The Customer is entitled to prove that no expenses or damages were incurred or that they were lower than the lump sum.

15. Place of Performance / Place of Jurisdiction / Applicable Law

15.1. The place of performance for all contractual obligations, with the exception of the assumption of a debt to be delivered or other agreements, is the registered office of solvimus, Ratsteichstraße 5, 98693 Ilmenau, Germany.

15.2. If the Customer is a businessman under the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is solvimus' place of business at Ratsteichstraße 5, 98693 Ilmenau, Germany. The same applies if the Customer is an entrepreneur within the meaning of Section 14 BGB. However, solvimus is also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTC or a prior individual agreement or at the Customer's general place of jurisdiction. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, remain unaffected.

15.3. These GTC and all legal relationships between solvimus and the Customer are governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

16. Text Form

16.1. All agreements, assurances, contract amendments, and ancillary agreements must be made in text form. This also applies to the waiver of the written form requirement itself. The priority of individual agreements in written, textual, or verbal form (Section 305b BGB) remains unaffected.

16.2. Should any provision of this contract be invalid, the remaining provisions remain valid. The invalid provision is replaced by statutory provisions.