

## 1. Application

- 1.1 On the basis of these General Terms and Conditions (hereinafter referred to as "GTC"), MHP Management- und IT-Beratung GmbH (hereinafter referred to as "MHP") shall provide services to other companies, legal entities under public law or special funds under public law (hereinafter referred to as "Customer") which shall be specified in Individual Contracts.
- 1.2 Conflicting or additional terms and conditions – in particular General Terms and Conditions of the Customer – shall not become part of a contract, even if MHP executes an Individual Contract without expressly objecting to such terms and conditions. If, in particular due to technical circumstances at the Customer, terms and conditions of purchase or similar conditions of the Customer are attached to the respective purchase order respectively acceptance of an Individual Contract, such conditions shall not be valid, even if they are not expressly excluded in the acceptance of an Individual Contract itself.

## 2. Definitions

- 2.1 "Affiliated Companies" means companies that are affiliated with one of the Parties within the meaning of sections 15 ff. of the German Stock Corporation Act (AktG).
- 2.2 "Confidential Information" means all information, in whatever form, which MHP or the Customer protects against unrestricted disclosure to third parties or which should be regarded as confidential given the circumstances of its disclosure or its content, including these GTC and the Individual Contracts and all information of the other Party of which knowledge is gained in connection with these GTC and the Individual Contracts, in particular business and trade secrets, technical and non-technical data, know-how, ideas, inventions, specifications, and procedural methods.
- 2.3 "Consultant(s)" means MHP employees and subcontractors of MHP (including freelancers) used by MHP to provide the services.
- 2.4 "Customer Data" means all content, materials, data and information the Customer provides to MHP in connection with provision of the services.
- 2.5 "Indirect Taxes" comprises value-added tax, taxes on goods and services, sales tax, or similar levies.
- 2.6 "Individual Contract" means the arrangements on the provision of services agreed between the Parties.
- 2.7 "Intellectual Property Rights" means without restriction all patents and other rights to inventions, copyrights, trademarks, ornamental designs and other proprietary rights, as well as all related rights to exploit and use them.
- 2.8 "Standard Software" means software that is or has been created by MHP or a third party independently of an Individual Contract and/or not specifically for the Customer, including any information connected with the Standard Software, such as artifacts, integration plans, technical information, descriptions, documentation, and other documents, as well as configuration tools and software generators.
- 2.9 "Taxes" means all taxes, duties, fiscal charges, import and export duties, customs duties, fees, surcharges, withheld amounts, deductions or amounts imposed or set in compliance with prevailing law

by a competent authority in the country where the scope of services is provided or in another country.

- 2.10 "Work Results" means all results of the services created by MHP for the Customer as part of performance of an Individual Contract.

## 3. Provision of the services

- 3.1 The services to be provided by MHP shall be defined in the respective Individual Contracts. MHP shall exclusively use Consultants who have been carefully selected, are reliable and are qualified to provide the services. MHP shall decide which Consultants it uses to fulfill and handle the Individual Contract. MHP shall be liable for any fault on the part of vicarious agents as for its own fault.
- 3.2 Unless otherwise determined by the nature of the services or the explicit provisions of the Individual Contract, the services can be provided at MHP's business premises, at the Customer's place of business or remotely, at the sole discretion of MHP. If the Individual Contract requires the services to be provided at a specific location and MHP is impeded in providing the services at that location during the project as a result of factors outside the control of the Parties (such as pursuant to travel advisories issued by the German Federal Foreign Office, changes in the security situation, sanctions/sanctions lists, boycotts, force majeure events (cf. Clause 14.1) or the like), MHP shall be authorized to continue providing the services at another location. If, in such a case, the Customer insists that the services be provided at the originally defined location or if the services cannot continue to be provided at another location, either Party shall be entitled to terminate the affected Individual Contract for cause without notice.
- 3.3 If services are provided on site at the Customer's premises, the Customer shall not be authorized to issue instructions to the Consultants used by MHP. The Consultants shall not be integrated in the Customer's business establishment. The Customer may only stipulate requirements to the MHP contact person appointed to coordinate the project under the Individual Contract and may not do so directly to the Individual Consultants.
- 3.4 MHP undertakes to observe the deadlines agreed as binding under the Individual Contract. If MHP is waiting for the Customer to fulfill its duties of cooperation or provide information or is impeded in providing the services due to force majeure events (cf. Clause 14.1), delivery dates and performance deadlines shall be extended by the duration of the impediment and by a reasonable start-up period after the impediment is over. MHP shall give the Customer timely notification about an impediment. Unless explicitly agreed otherwise in the Individual Contract, business days shall be the weekdays from Monday to Friday, with the exception of public holidays in Baden-Württemberg, Germany and December 24 and 31.
- 3.5 The Customer shall bear the risk that the services agreed under the Individual Contract do meet its requirements. If in doubt, the Customer must obtain advice from MHP Consultants or competent third parties in good time.
- 3.6 MHP may prepare meeting minutes of any meetings held to clarify and/or define contractual matters more precisely, in particular in relation to details of the services and the manner in which the service shall be provided. If MHP submits such meeting minutes to the Customer, the Customer shall immediately review them and notify MHP about any necessary changes and additions.

- 3.7 Content, materials, data and information (such as proposals, concepts or ideas) provided by MHP to the Customer before a contract is concluded shall be the intellectual property of MHP and shall constitute Confidential Information within the meaning of these GTC. Such documents shall, at MHP's discretion, be returned or destroyed at any time and must not be used further. In addition, the provisions of these GTC, in particular the limitation of liability in Clause 13, shall also apply to the pre-contractual obligations between the Parties.
- 3.8 If MHP provides services above and beyond the scope defined in an Individual Contract with the Customer's agreement (for which text form is sufficient), the terms and provisions of the Individual Contract shall apply accordingly to the services provided in this respect.
- 3.9 The project language shall be German and/or English, unless explicitly agreed otherwise in the Individual Contract; the project documentation can be created in German and/or English. If software has to be created as part of the services, any owed documentation of the code can also be provided inline, i.e. in the form of comments directly in the code.

## 4. Acceptance

- 4.1 The Customer must undertake acceptance of all Work Results that can undergo acceptance. As part of that, MHP can demand a written statement of acceptance and/or an acceptance report signed by the Customer.
- 4.2 If (partial) Work Results are defined in an Individual Contract, MHP can submit each (partial) Work Result for acceptance.
- 4.3 If the Individual Contract contains services relating to the creation of a concept, MHP can demand separate acceptance of the concept.
- 4.4 The Customer shall examine the (partial) Work Results submitted for acceptance as soon as it is notified that they are completed, but within ten (10) business days at the latest ("Acceptance Period") and shall state its acceptance in writing and/or notify MHP about any deficiencies along with a precise description of them. If the Customer does not issue any statement within the Acceptance Period or uses the services without reporting any complaint, the (partial) Work Result shall be deemed to have been accepted. Insignificant deficiencies shall not enable the Customer to refuse acceptance. Productive use, commissioning or use of (partial) Work Results by the Customer shall always be deemed to constitute acceptance of the respective (partial) Work Results.
- 4.5 If the Customer notifies MHP about any deficiencies it has discovered within the Acceptance Period, MHP shall classify them to one of the following categories:
- Category 1: The (partial) Work Result is affected by a deficiency that makes it impossible to use or unreasonably impairs use of it.
  - Category 2: The (partial) Work Result is affected by a deficiency that restricts usability to more than just an insignificant extent, despite the fact that it is not a category 1 deficiency.
  - Category 3: The (partial) Work Result is affected by a deficiency that only insignificantly restricts usability.

The Customer can refuse acceptance if there are category 1 deficiencies or if multiple category 2 deficiencies combined have effects equivalent to a category 1 deficiency.

- 4.6 MHP shall remedy the deficiencies reported in accordance with Clause 4.4 in a period of time that is reasonable for the category of the deficiency and – if acceptance has been refused – shall submit the Work Result to the Customer for renewed acceptance. Clause 4.4 shall apply to this acceptance procedure accordingly.

## 5. Customer's duties of cooperation

- 5.1 The Customer shall cooperate in provision of the services to the necessary extent and free of charge, including without limitation by providing employees, access to IT systems along with any necessary rights to use, data and telecommunications facilities and other elements necessary to create an environment where the work and services can be performed. The Customer shall heed MHP's stipulations in this regard.
- 5.2 If necessary, as part of provision of the services, the Customer shall grant the Consultants direct or indirect access to software and IT systems, as well as the right to use systems and applications of the Customer for the term and as far as necessary for the execution of the Individual Contract. The Customer shall be responsible for ensuring proper operation of the necessary software and IT systems. If the Customer provides MHP with Customer Data so that the services can be performed, the Customer shall ensure that said data is not subject to any third-party rights that might prevent MHP from providing the services.
- 5.3 The Customer shall name a contact person for MHP, along with a phone number and e-mail address under which the contact person can always be reached. The Customer's contact person shall be able to take the necessary decisions on behalf of the Customer himself/herself or to obtain them without undue delay. The Customer's contact person shall ensure good cooperation with MHP's contact person. The Customer's employees whose support is required in connection with provision of the services shall be exempted from other activities to a reasonable extent. If third-party contractual partners of the Customer are part of the project, the Customer shall be responsible for coordination of such third parties. MHP shall not assume responsibility for any interdependencies with other projects of the Customer.
- 5.4 The Customer shall take reasonable precautions in the event that services and/or Work Results are subject to disruptions (such as by backing up data or by conducting error diagnoses or regular checks). Unless otherwise explicitly notified in writing by the Customer on a case-by-case basis, the Consultants can assume at all times that all data with which they may come into contact has been backed up.
- 5.5 The Customer shall also fulfill all duties of cooperation necessary and required to perform the Individual Contracts. The Customer shall reply to questions and check results without undue delay. The Individual Contract may contain additional provisions. The Customer's duties of cooperation are a cardinal contractual obligation and must be fulfilled so that MHP can provide the services as contractually agreed. The Customer shall bear any disadvantages and extra costs resulting from violation of its duties of cooperation and shall indemnify MHP against all third-party claims in this respect.
- 5.6 The Customer is aware that the collaboration between the Parties demands a high degree of trust and cooperation. Against this background, the Customer agrees that deadlines set by the Customer pursuant to the law or contract shall – apart from in urgent cases – be at least ten (10) business days. If a set deadline expires without remedy and that authorizes the Customer to rescind the contract (such as by termination or demanding compensation in

lieu of performance) or to reduce the remuneration, the Customer must announce these consequences of the unsuccessful expiry of the deadline in writing together with the setting of the deadline. When a deadline set in accordance with Clause 5.6 Sentence 2 expires, MHP can request that the Customer exercises its rights pursuant to expiry of the deadline within two (2) weeks of receipt of the request.

## 6. Change request procedure

- 6.1 Either Party can propose changes, in particular relating to the agreed services, methods and deadlines, at any time during the term of the Individual Contract.
- 6.2 If the Customer submits a change proposal, MHP will notify the Customer within reasonable time whether the change is possible and what effects the change has on the Individual Contract, in particular as regards schedules and commercial aspects. The Customer shall then notify MHP within five (5) business days whether it agrees to the change subject to these different terms and conditions or whether it wishes to continue the Individual Contract subject to the previous terms and conditions. If examining a change proposal entails a not insignificant amount of expenditure, MHP can separately invoice the expenditure involved in examining it.
- 6.3 If a change proposal is submitted by MHP, the Customer shall notify MHP within ten (10) business days whether it agrees to the change.
- 6.4 If there is no agreement (for which text form is sufficient) on a change with the Customer, MHP shall continue providing the services in accordance with the Individual Contract. The Customer can instead demand that provision of the services be interrupted in full or in part. For the period of the interruption and a reasonable start-up period after the interruption ends, remuneration in the amount of the agreed daily rate shall be due per day for each consultant whose service provision is suspended due to the interruption. Agreed deadlines and periods of time shall be postponed appropriately.

## 7. Remuneration, payment, Taxes, reservation

- 7.1 The remuneration for the services shall be as agreed in the Individual Contract. The agreed remuneration shall cover the granting of the rights of use pursuant to Clause 9.
- 7.2 If invoicing is on a time and material basis, MHP shall report on the performance of services on the basis of a statement of activities. If the Customer does not submit a justified objection to what is recorded in the statement of activities within one (1) weeks, the statement of activities shall be deemed to have been accepted. One man-day corresponds to eight hours; if a Consultant works more than eight hours for the Customer on one day, the work exceeding eight hours shall be additionally remunerated at the hourly rate agreed in the Individual Contract. Work on weekends and public holidays performed at the Customer's request shall be charged at 1.5 times the hourly or daily rates.
- 7.3 The Customer can offset its claims only against claims that are not disputed or have been legally established with final and binding effect and shall base a right of retention only on claims that are not disputed or have been legally established with final and binding effect. Notwithstanding the provisions in Section 354a of the

German Commercial Code (HGB), the Customer cannot assign its claims to third parties.

- 7.4 MHP reserves ownership of and the rights in accordance with Clause 9 to the services and Work Results until all claims arising from the Individual Contract have been settled in full. If third parties seize the reserved goods, the Customer shall notify MHP immediately in writing and inform the third parties about MHP's rights.
- 7.5 Invoices shall be due for payment fourteen (14) days after invoicing. All invoices and other tax-related documents must contain all details required under the relevant tax laws. No cash discount shall be granted. As of when payment is due, MHP can demand interest on arrears at the applicable statutory rate.
- 7.6 Direct Taxes
  - a) All prices and rates payable in connection with the Individual Contract are net-charges and shall be added with the applicable national value added tax.
  - b) All the amounts stated in an Individual Contract are inclusive of withholding income tax (if applicable).
  - c) If and to the extent that Customer is obliged according to applicable local tax laws and regulations to directly pay national withholding income taxes instead of or on behalf of MHP for all compensation and benefits in kind paid to MHP under an Individual Contract, Customer shall be entitled to deduct the respective amounts from any payments to be made to MHP. MHP shall bear any applicable withholding income tax. Customer shall bear other taxes, withholding taxes, levies, duties and other charges (including interest, penalties and other surcharges) levied by a public or governmental administration or fiscal authority in relation to any contractual payment.
  - d) The Parties will provide each other with all reasonable cooperation in order to reduce or reclaim withholding taxes in accordance with applicable law. Therefore, Customer will inform MHP how to apply for exemption or reduction and support while filing the application.
  - e) In addition, Customer shall also provide MHP with a tax certificate in due time after filing and paying the withholding taxes to the fiscal authority as well as any other reasonable related documentation requested by MHP. The documents shall be sent to [MHPTaxes@mhp.com](mailto:MHPTaxes@mhp.com) with reference to the underlying Individual Contract. If the fiscal authority rejects a withholding tax refund in respect of this payment although a Double Taxation Convention is in effect, Customer shall refund these taxes to MHP within 30 days of receipt from MHP of the relevant notification letter from tax authorities.
- 7.7 The Customer shall furnish MHP with a certificate of residence at the request of MHP.

## 8. Term and termination

- 8.1 Unless specified otherwise in the respective Individual Contract, each Individual Contract shall come into effect upon the date of the last signature shall have a term as stated in the Individual Contract. An Individual Contract cannot be terminated for convenience, unless explicitly agreed otherwise.
- 8.2 Either Party shall be entitled to terminate an Individual Contract for cause.

- 8.3 Termination of an Individual Agreement shall not affect any claims arising up to the time of termination; this shall apply in particular to claims for remuneration by MHP for services rendered up to the time of termination.
- 8.4 When the respective Individual Contract ends, all Confidential Information of the Parties shall be returned to the disclosing Party immediately upon request or shall be immediately destroyed at the request of the disclosing Party, in which case the Party shall provide appropriate confirmation that it has been destroyed when requested. This shall not apply to copies of said Information which are produced on a regular basis for the purpose of safeguarding against loss of data (back-up copies) or to such Information and copies which are required in order to meet statutory or official retention obligations or the internal compliance regulations of the recipient Party or its Affiliated Companies. Such Confidential Information must be destroyed as soon as the reason for its retention no longer applies; until it has been destroyed it remains subject to the obligations under Clause 11.1.

## 9. Rights of use

- 9.1 MHP shall grant the Customer a non-exclusive, irrevocable right to use the Work Results, unrestricted in terms of time and space, for its own business transactions and those of its Affiliated Companies in compliance with the contractual and intended use upon the agreed remuneration has been paid in full.
- 9.2 Moreover, unless otherwise agreed in the respective Individual Contract, all rights to the services - in particular the Intellectual Property Rights - in the relationship between the Parties shall be exclusively vested in MHP, even if the services have been created as a result of the Customer's specifications or collaboration.
- 9.3 The use of Work Results exclusively for test purposes shall be permitted prior to acceptance to the extent required for this purpose; in this context, the Customer shall be authorized to create necessary backup copies of the Work Results, but must indicate each backup copy as such.
- 9.4 Insofar as MHP assigns the provision of services or parts thereof to subcontractors, MHP warrants that the Customer - insofar as relevant - the granting of the rights of use and exploitation in accordance with this Clause 9.
- 9.5 The rights of use for Standard Software shall be governed by the individually applicable terms of use.

## 10. Use of open source software

- 10.1 The Customer agrees to the use of free and open source software ("FOSS") by MHP.
- 10.2 If MHP uses FOSS in providing the services, MHP warrants to the Customer that the use of FOSS
  - a) is in compliance with the license and in accordance with the specifications of the respective FOSS component.
  - b) does not entail any so-called "copyleft effect", with the result that code (or parts of it) that is not publicly known must be made available, published or made accessible to third parties.
- 10.3 Upon request, MHP shall provide the Customer with the applicable licensing terms for the FOSS used.

## 11. Confidentiality, data protection

- 11.1 The Parties shall maintain the confidentiality of Confidential Information provided or made accessible to it by the other Party before and as part of fulfillment and handling of an Individual Contract. In particular the Parties undertake (a) to protect the confidentiality of the Confidential Information by exercising the same degree of care it would use to protect its own comparable information, but in no event less than the usual degree of care, and to secure the Information in such a way that no unauthorized third party is able to obtain access to it; (b) to use the Confidential Information exclusively in relation to the fulfillment and handling of Individual Contracts, including, where necessary, for internal auditing and reporting purposes, and not to disclose the Confidential Information or make it available in any other way to unauthorized third parties. This shall not apply if Confidential Information must be disclosed or made accessible in order to fulfill and handle Individual Contracts or if an IT infrastructure operated by a third party is used for storage and/or processing purposes (including but not limited to cloud services), provided that the obligations pertaining to the handling of Confidential Information in accordance with this Clause 11 are complied with. Affiliated companies within the meaning of sections 15 ff. of the German Stock Corporation Act (AktG) shall not be treated as "third parties" for the purposes of this Clause 11; (c) to contractually obligate all employees of the recipient Party and third parties who legitimately have or receive access to the Confidential Information as part of fulfillment and handling of an Individual Contract to maintain a corresponding level of confidentiality if they are not already required by law or under their contract of employment to maintain confidentiality; (d) at the request of the disclosing Party to surrender all Confidential Information which is subject to this Clause 11 and which has been received in physical or electronic form, as well as any copies of such Confidential Information, or to delete such Confidential Information which has been stored in digital form. This shall not apply to copies of Confidential Information which are produced on a regular basis for the purpose of safe-guarding against loss of data (back-up copies), or to such Confidential Information and copies of it which are required in order to meet statutory or official retention obligations or the internal compliance regulations of the recipient Party or its Affiliated Companies. Such Confidential Information must be destroyed as soon as the reason for its retention no longer applies; until such Confidential Information has been destroyed it remains subject to this Clause 11.
- 11.2 The obligations under Clause 11.1 shall apply for a period of two (2) further years beyond the term of the respective Individual Contract.
- 11.3 Clause 11.1 shall not apply to Confidential Information which the recipient Party in each case is able to demonstrate (a) is or becomes generally available to the public without this being due to a breach of contract by the recipient Party; (b) has been obtained from third parties without having been committed to maintain confidentiality by the disclosing third party; (c) has been independently developed without drawing on or making use of Confidential Information supplied by or developed for the disclosing Party; (d) has been exempted from the obligation to maintain confidentiality in a written agreement made by the Parties; or (e) must be disclosed by order of a court of law or administrative or governmental authority, provided that the Party notifies the other Party of such order immediately in writing to the extent permitted by law and grants the other Party the opportunity to dispute the necessity of disclosure or to take appropriate confidentiality measures; where such an obligation to disclose applies, the Party obliged to do so

shall only disclose that part of the Confidential Information which it is required by order to disclose.

- 11.4 The Customer shall maintain confidentiality on the provisions of the respective Individual Contract, in particular the prices defined in it. Neither Party shall be authorized to conduct marketing or similar promotional activities using the name of the other Party without the prior written consent of the other Party. However, that shall not exclude the right of MHP to use the Customer's name and logo, and provide a short project description, in lists of reference customers.
- 11.5 If the information that has been provided or made accessible contains personal data, the Parties undertake to comply with the applicable statutory and contractual data protection regulations when processing personal data. That shall include, in particular, the implementation of appropriate state-of-the-art technical and organizational security measures (Article 32 GDPR) and the duty to obligate employees to comply with confidentiality and data protection requirements. If MHP processes personal data on behalf of the Customer, the Parties shall conclude a data processing agreement to govern their data protection obligations.

## 12. Warranty

- 12.1 MHP warrants in accordance with this Clause 12 that the services have the explicitly agreed quality features and that no third-party rights prevent granting of the rights of use agreed in Clause 9 to the Customer. If no explicit quality features have been agreed, MHP warrants that the Work Results are suitable for the contractually specified purpose or otherwise normal use and have the conditions which is usual for services of this type and that the Customer may expect from services of this type.
- 12.2 The Customer shall notify MHP of any deficiencies as soon as they arise, along with a precise description of the problem and any information that is useful in remedying such deficiencies. As part of that, the Customer shall inspect the Work Results as soon as they have been supplied by MHP, insofar as this is feasible in the ordinary course of business, and, if a deficiency becomes apparent, shall notify MHP thereof immediately, at least in text form. If the Customer fails to report a deficiency, the Work Results shall be deemed to have been approved, unless the deficiency was not identifiable during the inspection. If such a deficiency is discovered later, it must be reported as soon as it is discovered, otherwise the Work Results shall be deemed to have been approved, even despite the deficiency. If MHP has fraudulently concealed the deficiency, MHP shall not be entitled to invoke the provisions of the above sentences 1 to 4 of this Clause 12.2. The Customer shall report any deficiencies to MHP through the Customer's contact person appointed in accordance with Clause 5.3.
- 12.3 In the event of proven defects, MHP shall provide warranty by means of subsequent performance in such a way that MHP, at its own discretion, providing the Customer with a new version of the Work Results that is free of defects or by rectifying the deficiency. In the event of proven defects of title, MHP shall provide warranty by means of subsequent performance in that MHP shall provide the Customer with a legally flawless opportunity to use the services or, at MHP's own discretion, replaced or modified services of equivalent value. The Customer must accept a new version of the Work Results if the contractual functionality is retained, and the Customer can be reasonably expected to accept it. The urgency with which deficiencies must be remedied shall depend on the degree to which business operations are impeded.

- 12.4 If subsequent performance finally fails after the fruitless expiry of two reasonable grace periods to be set by the Customer, Customer may terminate the Individual Contract or reduce the remuneration. MHP shall provide compensation for damages or reimbursement of futile expenses due to a deficiency within the limits as defined in Clause 13. Other rights due to defects or defects of title, in particular the right of to withdraw from the contract, shall be excluded to the extent permitted by law.
- 12.5 The limitation period for claims pursuant to Clauses 12.1 to 12.4 shall be one year and shall commence upon handover and, in the case of a Work Result, upon acceptance. This shall also apply to defects in rectification services, workarounds or new deliveries as part of subsequent remedy of deficiencies. In the case of subsequent remedy of deficiencies, however, if MHP, in agreement with the Customer, verifies the existence of a defect or provides subsequent performance, the limitation period shall be suspended until MHP notifies the Customer of the result of the verification or declares subsequent performance to be terminated or refuses subsequent performance; the limitation period shall commence no earlier than three (3) months after the end of the suspension. The reduction of the limitation period shall not apply in the event of wilful intent or gross negligence on the part of MHP, fraudulent concealment of a deficiency, injury to persons or defect of title within the meaning of Section 438 (1) No. 1 a) of the German Civil Code (BGB).
- 12.6 If MHP provides troubleshooting or problem rectification services without any obligation to do so, MHP can demand remuneration in accordance with the stipulations in the Individual Contract. That shall apply in particular if a reported defect cannot be verified or cannot be attributed to MHP, for example also if MHP's warranty is excluded due to the fact that the Customer has subsequently made changes to Work Results. In particular, the additional expenditure incurred by MHP in remedying defects due to the fact that the Customer does not properly fulfill its obligations to cooperate or uses and/or employs the Work Results improperly shall also be remunerated.
- 12.7 If a third party asserts claims that prevent exercise of the contractually granted right of use, the Customer shall notify MHP immediately and comprehensively. If the Customer ceases to use the services for reasons of damage mitigation or on other important reasons, it shall be obliged to point out to the third party in question that the cessation of use does not imply any acceptance of the claimed infringement of proprietary rights. The Customer shall conduct the legal dispute with the third party only in agreement with MHP or shall empower MHP to conduct the dispute.

## 13. Liability

- 13.1 In all cases of contractual and non-contractual liability, MHP shall be liable to pay damages or reimbursement of futile expenses only to the extent determined below:
- MHP shall be liable in the event of intent and gross negligence, in the event of damage resulting from injury to life, limb or health and in accordance with the German Product Liability Act (*Produkthaftungsgesetz*) in accordance with the statutory provisions.
  - In other cases, MHP shall only be liable in the event of a breach of a contractual obligation that must be complied with to assure proper fulfillment of the contract and which the Customer may usually rely on to be fulfilled (*cardinal obligation*), with the amount of liability being limited to foreseeable damage that is

typical of the contract; the Parties agree that the foreseeable damage that is typical of the contract shall never exceed the order value of the respective Individual Contract and shall be a maximum of EUR 500,000 per calendar year in total.

- c) Insofar as MHP's liability is excluded or limited, this shall also apply in favor of MHP's legal representatives, employees, and vicarious agents.
  - d) Liability for data loss shall be limited to the typical costs for restoring data that would have been incurred in the event of regular and risk-compliant data backup measures.
  - e) In all other cases, MHP's liability shall be excluded.
- 13.2 The limitation period for all contractual and non-contractual claims for damages or compensation for futile expenses against MHP shall be one year. This shall not apply to liability in the case of willful intent or gross negligence, in the case of injury to life, limb or health and in accordance with the German Product Liability Act (*Produkthaftungsgesetz*). Clause 12.5 shall remain unaffected by the provisions of this Clause 13.2.
- 13.3 If and insofar as tenancy law applies, strict liability on the part of MHP for initial defects in accordance with Section 536a (1) Alternative 1 of the German Civil Code (BGB) shall be excluded.

## 14. Force majeure

- 14.1 A "Force Majeure Event" is any event that is caused by circumstances outside the reasonable control of the respective Party and that cannot be remedied by measures that are reasonable as part of the business activity of the respective Party, including, but not limited to, war or other military operations, terrorism, riots, natural disasters, fire, flooding, boycott or sanctions. Force majeure shall also include restrictions to the ability of a Party or its suppliers to provide goods or services, caused by or in connection with epidemics or pandemics, in particular the SARS-CoV-2 pandemic, including for example border closures, shortages of goods or personnel, export restrictions, business closures or interruption to business.
- 14.2 Neither Party shall be liable for any delay in the performance or non-performance of its obligations under these GTC as a result of a Force Majeure Event and if the affected Party
- a) notifies the other Party as soon as it gains knowledge of the Force Majeure Event, stating the circumstances that have led to the Force Majeure Event and its anticipated duration and effects on the contractual obligations; and
  - b) undertakes all necessary and reasonable steps to otherwise comply with the provisions of these GTC and of the respective Individual Contract.
- 14.3 Each Party shall take reasonable efforts to minimize the effects of a Force Majeure Event.

## 15. Miscellaneous

- 15.1 In the event of any contradictions between the provisions of these GTC and the provisions of an Individual Contract, the provisions of these GTC shall prevail, unless the Individual Contract explicitly deviates from specifically designated provisions of these GTC.
- 15.2 During the term of an Individual Contract and for six (6) months thereafter, the Customer shall obtain MHP's written consent before

undertaking steps to hire or engage MHP Consultants who have provided services for the Customer under the Individual Contract. This requirement to obtain consent shall not apply to hiring applicants who have responded to general job advertisements without being solicited beforehand by the Customer.

- 15.3 Offers from MHP shall be without commitment, unless agreed otherwise in writing. In cases of doubt, the offer or order confirmation from MHP shall be decisive for the contractual content of the Individual Contract.
- 15.4 The Customer shall not be entitled to assign the respective Individual Contract or individual rights and obligations thereunder to a third party.
- 15.5 Unless explicitly stipulated otherwise in these GTC, amendments and supplements to these GTC, the conclusion or amendment/addition of Individual Contracts and the exercise of design rights (in particular termination) shall only be valid when given in writing. The same shall apply to any waiver of this requirement for written form. The requirement for written form in relation to the conclusion of contracts (i.e. not in relation to rights to establish or alter a legal relationship) shall also be fulfilled by correspondence or signatures sent electronically (transmission of scanned signatures by e-mail or other electronic methods for concluding contracts and agreements under an Individual Contract). However, Section 127 (2) and (3) of the German Civil Code (BGB) shall not apply in other respects for other declarations or project-specific exchanges, the written form requirement shall only apply if this has been explicitly agreed.
- 15.6 MHP's services may be subject to the export control laws of various countries, in particular the laws of the United States of America and the Federal Republic of Germany. The Customer undertakes not to hand over the services to an authority for examination and approval without MHP's prior written consent and not to export them to countries, natural persons or legal entities that are subject to export bans under the relevant export laws. Furthermore, both parties undertake to comply with the legal provisions applicable to them.
- 15.7 All contractual and non-contractual claims shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Conflict of law rules shall not apply. The exclusive place of jurisdiction for all disputes arising from and in connection with these GTC or an Individual Contract shall be Ludwigsburg, Germany, provided that the principal is a merchant, a legal entity under public law or a special fund under public law.
- 15.8 If a provision of these GTC is or becomes invalid, ineffective, or unenforceable, this shall not affect the validity of the remaining provisions of these GTC. In such a case, the Parties undertake to replace the invalid, ineffective or unenforceable provision by a provision that corresponds as closely as possible to the intent and economic purpose of the invalid, ineffective or unenforceable provision and to issue all the necessary declarations required for that without undue delay. The same shall apply if gaps in the provisions of these GTC arise.