

General Terms and Conditions of Purchase (GTCP) of CLADE GmbH

1. General Provisions

- 1.1 CLADE GmbH (hereinafter referred to as "Customer") regularly places orders with regard to the provision of research and technology development services, software and/or hardware development services as well as the purchase and/or licensing of technology, industrial property rights, know-how, hardware as well as software (including individual-/standard software, software modules, interfaces, etc.) as well as IT licensing services and services (hereinafter collectively referred to as "Purchased Items").
- 1.2 These GTCP exclusively apply to the purchase of the Purchased Items by the Customer. General terms and conditions of the Contractor shall not apply.
- 1.3 Any commissioning by the Contractor requires the conclusion of an individual agreement. For this purpose the Customer requests the Contractor to submit an offer. The Contractor shall submit an offer to the Customer in due time - if applicable in the format specified by the Customer. Then, the Customer decides whether to award the contract and, if affirmative, accepts the offer with reference to these GTCP.
- 1.4 The Contractor undertakes to point out any gaps, contradictions and reservations with regard to the requirements specified by the Customer in its offer according to Section 1.3.

2. Content and Scope of Services

- 2.1 Content and scope of the Purchased Items and the services to be provided by the Contractor in connection therewith as well as the relevant dates and deadlines shall result from the respective individual agreement, in addition to that from the specifications given by the Customer (e.g. guidelines, manuals, standards and working conditions) and these GTCP.
- 2.2 The Contractor undertakes to fulfill all contractual obligations in accordance with the respective individual agreement, the Customer's specifications and these GTCP in full and on time.
- 2.3 Moreover, the Contractor undertakes to provide - over and above the scope of Sections 2.1 and 2.2 - all services not expressly listed but which are necessarily or logically connected with the respective individual agreement in full and on time.
- 2.4 The Contractor ensures that he maintains the necessary personnel and material prerequisites and resources for the proper fulfillment of the respective individual agreement at all times. If the Contractor is no longer able to completely fulfill these requirements, he will notify the Customer thereof without delay.

- 2.5 The Contractor undertakes to use subcontractors and/or freelancers for the fulfillment of its contractual obligations solely with the prior written consent of the Customer. If the Contractor uses subcontractors and/or freelancers, he will be liable for them as for vicarious agents and besides this shall remain fully obligated to fulfill the contract himself.
- 2.6 Insofar as the Contractor uses subcontractors and/or freelancers, he also undertakes to impose on them all confidentiality obligations as well as the obligations in connection with the processing of personal data which affect the Contractor in its relationship with the Customer, and to ensure compliance therewith.
- 2.7 The Customer is entitled to request the Contractor to place another subcontractor and/or freelancer to fulfill the Contractor's contractual obligations towards the Customer, if the Customer determines on the basis of relevant facts that the subcontractor and/or freelancer does not properly fulfill the Contractor's contractual obligations. In this case, the Contractor undertakes to immediately replace the corresponding subcontractor and/or freelancer in a qualified manner.
- 2.8 Prior to the delivery, installation or respectively the provision of technology, hardware and/or software, the Contractor shall examine them by using current test procedures and shall ensure that they are free from obvious defects.

3. Delivery, Acceptance and Warranty

- 3.1 The Contractor undertakes to fulfill all contractual obligations by the dates or within the deadlines specified in the individual agreement and to deliver or make available the Purchased Items in the agreed format to the Customer at its own risk.
- 3.2 In the event of a failure to meet agreed dates or deadlines the Contractor is in default without the requirement of a separate reminder from the Customer.
- 3.3 The Customer shall inspect the Purchased Items which shall be qualified as work performances (e.g. individual software) for their conformity with the contract and, if affirmative, declare acceptance.
- 3.4 If work performances owed by the Contractor are not provided on time or in accordance with the contract, the Customer is entitled to the statutory rights to supplementary performance, substitute performance, reimbursement of expenses, withdrawal, reduction, damages or reimbursement of futile expenses in accordance with the statutory provisions.
- 3.5 Insofar as services owed by the Contractor shall be qualified as services, the Customer is entitled to the claims provided for by law in the event of non-performance, delayed performance or poor performance.

4. Transfer and Granting of Rights

- 4.1 The following provisions apply to all Purchased Items, unless the parties agree otherwise individually, e.g. in an individual agreement.

- 4.2 The Contractor undertakes to assign to the Customer all industrial property rights (patents, utility models, trademarks, designs, etc.) and derived rights which arise in the context of the fulfillment of the individual orders at the Contractor or which are acquired by the Contractor at the time they arise but no later than upon delivery or provision of any Purchased Items, and to take all acts of cooperation required for this purpose. The Customer accepts this assignment of rights and is hereby entitled in particular to register and claim any property rights to the Purchased Items - unlimited in terms of place, time and content in his name.
- 4.3 If a full transfer of rights is not possible (e.g. in the case of copyrights, personal rights, etc.), the Contractor undertakes to grant the Customer the exclusive or respectively the exclusive, unlimited in terms of content, place and time, transferable and sublicensable rights of the Purchased Items developed specifically for the Customer (e.g. individual software, interfaces, etc.) for the comprehensive exploitation, in particular in all offline and online media, at the time that they arise.
- 4.4 The granting of rights pursuant to Section 4.3 includes, in particular, the rights to use the Purchased Items to any extent or to have them used by any number of users, to edit, redesign, further develop, combine with other works as well as to archive, reproduce, distribute, make publicly available and exploit the Purchased Items in any other way (e.g. by way of digital distribution and "as-a-service" models, licensing, leasing, sale, etc.).
- 4.5 Moreover, the Contractor undertakes to hand over to the Customer all physical objects of the Purchased Items arising under the individual agreements and to transfer ownership thereof to the Customer. The Parties agree on the transfer of ownership.
- 4.6 Insofar as the Contractor develops individual software for the Customer in connection with individual agreements, he shall hand over to the Customer or transfer to the Customer the source codes together with the complete development and application documentation, in each case in a format customary in the industry, upon delivery or provision.
- 4.7 Insofar as standard software is licensed or provided as SaaS in connection with individual agreements, the Contractor shall grant the Customer simple rights of use to the software, limited in time to the duration of the cooperation and unlimited in terms of place for the comprehensive use and evaluation in the scope of use agreed by the parties in the individual agreement.
- 4.8 The mandatory provisions of §§ 69 a. et seq. UrhG (German Act on Copyright and Related Rights) shall remain unaffected.
- 4.9 The Contractor is not permitted to include open source software ("OSS") in the Purchased Items to be provided to the Customer without the Customer's prior written consent. The consent - subject to the discretionary decision of the Customer - particularly requires that the Contractor provides the Customer in advance with the license terms of the OSS, the reasons for and the scope of application of use of the OSS.

5. Indemnification

- 5.1 The Contractor warrants to observe and not to infringe all applicable and relevant statutory provisions as well as industrial property rights, copyrights and other rights of third parties within the scope of fulfillment of the individual agreements.
- 5.2 The Contractor warrants to remunerate authors and persons entitled to neighboring rights in respect of their services which are included in the Purchased Items distributed by the Contractor to the Customer appropriately and in accordance with the applicable statutory provisions.
- 5.3 The Contractor comprehensively indemnifies the Customer against all claims of third parties including the reasonable costs of legal defense regarding the warranties made in Sections 5.1 and 5.2, the transfer of rights and the granting of rights in Section 4 as well as the fulfillment of the obligations under the individual agreements and these GTCP. The reasonable costs of legal defense shall also include the costs of the lawyers engaged on the basis of a reasonable hourly rate customary in the locality and the industry, which shall be Euro 300,00 with respect to the Customer.
- 5.4 To the extent necessary and requested by the Customer, the Contractor shall support the Customer in the defense against claims of third parties to an appropriate and reasonable extent at its own expense, in particular by providing information and documents.
- 5.5 As an alternative for indemnification, the Contractor shall, if so requested by the Customer, subsequently acquire the necessary rights of use for the Customer or exchange the Purchased Items to the extent required. Any contractual and statutory claims for damages of the Customer going beyond this shall remain unaffected in this case.

6. Remuneration and Terms of Payment

- 6.1 The Customer undertakes to pay to the Contractor the remuneration provided for in the respective individual agreement for the contractual fulfillment of the respective individual agreement as well as for the transfer of rights or granting of rights in accordance with Section 4. Unless otherwise stipulated in the individual agreement, the agreed remuneration shall be understood as a fixed price.
- 6.2 Upon payment of the agreed remuneration, all services of the Contractor, the transfer of rights or granting of rights pursuant to Section 4. as well as all costs, fees, charges and taxes incurred by the Contractor (hereinafter collectively referred to as "External Costs") shall be fully compensated.
- 6.3 The reimbursement of any expenses, travel costs, third-party costs (e.g. for the purchase of external services) as well as the External Costs within the meaning of Section 6.2 of the Contractor by the Customer shall require a separate agreement of the parties in the individual agreement.
- 6.4 In the event that the Contractor uses subcontractors and/or freelancers or purchases services from third parties with the consent of the Customer, the Contractor shall not be entitled to charge a handling fee.
- 6.5 The Contractor shall submit proper and verifiable invoices for the agreed remuneration, which shall show the applicable value added tax.

- 6.6 The Contractor's invoices to be submitted in verifiable form shall be due for payment - if applicable only after acceptance and subject to any provisions in the individual agreement - within 60 days from the invoice date.
- 6.7 Exchange rate risks shall be borne by the Contractor. The compensation of any additional (withholding) taxes due on the remuneration shall be incumbent on the Contractor.
- 6.8 The Contractor shall only be entitled to rights of set-off and retention vis-à-vis the Customer, if the Contractor's claim has been acknowledged or has become res judicata and if it concerns a claim from the same contractual relationship.

7. Reporting Obligation and Audit/Inspection

- 7.1 Upon request, the Contractor immediately provides the Customer with detailed information on the current status of fulfillment of the respective individual agreement.
- 7.2 The Customer is entitled to commission a third party professionally bound to secrecy to review all internal calculation documents, invoices (also vis-à-vis third parties), audit documents and other information of the Contractor relating to the fulfillment of the individual agreements ("Audit") up to twice per year.
- 7.3 In addition, the Customer is entitled to conduct investigations at the Contractor's premises and those of its subcontractors during normal business hours with regard to the Purchased Items. For this purpose, the Contractor shall provide all relevant documents or grant access to them as well as to development or data processing facilities and allow confidential interviews with employees ("Inspection").
- 7.4 The Customer shall inform the Contractor of the exercise of the audit or inspection right at least five working days in advance. The Contractor shall receive the auditor or inspector during normal business hours and provide him with all documents required for the performance of the audit or grant him insight into the relevant data processing procedures, production and/or development processes. If the audit or inspection reveals deviations to the detriment of the Customer of 3% or more, the Contractor shall bear the costs of the audit or inspection, otherwise the Customer.

8. Liability of Customer

- 8.1 The Customer is liable without limitation for intent and gross negligence.
- 8.2 The Customer shall only be liable for ordinary negligence, if essential contractual obligations (main obligations) are breached. In this case, the liability of the Customer is limited to the direct and foreseeable damage. Main obligations are those obligations the fulfilment of which is essential for the proper fulfillment of the agreement and the observance of which the contractual partner regularly relies on and may rely on.
- 8.3 The above limitations or exclusions of liability do not apply to any statutory strict liability of the Customer, in case of injury to life, body or health, or if otherwise agreed between the Customer and the Contractor.

9. Force Majeure

- 9.1 In the event of force majeure, each party shall be released from its obligation to perform for the duration of the force majeure event.
- 9.2 The term force majeure covers events outside the sphere of influence of the respective party, such as strikes, natural disasters, fire, acts of terrorism, etc., which are beyond the control of the respective party.
- 9.3 If the event of force majeure lasts for longer than three months, each party shall be entitled to terminate this Agreement and/or individual orders concluded under it without notice.

10. Term and Termination of the Contractual Relationship

- 10.1 These GTCP shall apply until the expiry or respectively the end of the last individual agreement.
- 10.2 The right of the parties to extraordinary terminate an individual agreement or the contractual relationship as a whole for good cause remains unaffected.
- 10.3 Any termination must be made in writing.
- 10.4 After termination of an individual agreement, the Contractor shall return all physical documents and digitally transmitted information of the Customer in its possession to the Customer without being requested to do so within 14 days or destroy them in consultation with the Customer and provide evidence of destruction within the aforementioned period.

11. Confidentiality

- 11.1 For the duration of the contractual cooperation and beyond, the Contractor undertakes to treat all information arising from the contractual relationship with the Customer, in particular with regard to all individual agreements concluded as confidential. Information of the Customer in this sense includes all plans, concepts, technical documents, budgets, calculations, know-how, expert opinions, personal data and company data of the Customer.
- 11.2 The confidentiality obligation in Section 11.1 shall not apply,
- insofar as the information is or becomes generally known without the Customer being responsible for this,
 - insofar as the information was already known to the Contractor prior to disclosure by the Customer,
 - insofar as the information has been developed independently by the contractor himself, or
 - insofar as the information was lawfully received by the Customer through third parties who are entitled to disclose the information,
- and insofar as the corresponding exception can be proven by the Contractor.
- 11.3 The Contractor shall impose a confidentiality obligation corresponding to the scope of Sections 11.1 and 11.2 on all employees, freelancers and/or subcontractors.

12. Data Protection

- 12.1. Insofar as the Contractor processes personal data for the Customer, he undertakes to conclude a data processing agreement with the Customer in advance and to comply with all contractual and statutory provisions applicable to it as a processor.
- 12.2 The data processing agreement to be concluded shall not remain behind the provisions of the sample which the Customer submits to the Contractor in the individual case upon request.

13. Miscellaneous

- 13.1 The Customer is entitled to transfer or assign the contractual relationship or rights arising from the contractual relationship with the Contractor to third parties.
- 13.2 The Contractor may transfer or assign the contractual relationship or rights arising therefrom to third parties only with the prior written consent of the Customer.
- 13.3 All collateral agreements to each individual agreement and these GTCP must be made in writing. This shall also apply to any amendment of this written form requirement.
- 13.4 Should one or more provisions of an individual agreement or these GTCP be or become invalid, the validity of the remaining provisions shall remain unaffected. In this case, the parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the invalid provision in legal, factual and economic terms.
- 13.5 The individual agreement and these GTCP shall be governed exclusively by the laws of the Federal Republic of Germany. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are excluded.
- 13.6 The exclusive place of jurisdiction for all disputes arising from the individual agreements and these GTCP is Stuttgart.