

General Terms and Conditions of Purchase (GPC) of CLADE GmbH**1. General provisions**

- 1.1 CLADE GmbH (hereinafter referred to as the "Client") regularly awards contracts for the provision of research and technology development services, software and/or hardware development services and the purchase and/or licensing of technology, property rights, know-how, hardware and software (including individual/standard software, software modules, interfaces, etc.) as well as IT licensing and services (hereinafter collectively referred to as "Purchased Items").
- 1.2 These GPC shall apply exclusively to the purchase of items by the Client. General terms and conditions of the Contractor shall not apply.
- 1.3 Any commissioning by the Contractor requires the conclusion of an individual contract. For this purpose, the Client shall request the Contractor to submit an offer. The contractor must submit a tender to the client within the deadline - if necessary in the format specified by the client. The Client shall then decide whether to award the contract and, if so, shall accept the offer with reference to these GPC.
- 1.4 The Contractor is obliged to point out any gaps, contradictions and reservations with regard to the requirements specified by the Client in its offer in accordance with Section 1.3.

2. Service content and service provision

- 2.1 The content and scope of the objects of purchase and the services to be provided by the Contractor in connection therewith as well as the relevant dates and deadlines are set out in the respective individual contract, in addition to the specifications provided by the Client (e.g. guidelines, manuals, standards and working conditions) and these GPC.
- 2.2 The Contractor undertakes to fulfill all contractual obligations in accordance with the respective individual contract, the Client's specifications and these GPC in full and on time.
- 2.3 The Contractor also undertakes to provide in full and on time all services not expressly listed but which are necessary or logical in connection with the respective individual contract, over and above the scope of Clauses 2.1 and 2.2.
- 2.4 The Contractor shall ensure that it maintains the necessary personnel and material requirements and resources for the proper execution of the respective individual contract at all times. If the Contractor is no longer able to meet these requirements in full, it shall notify the Client of this immediately.

- 2.5 The Contractor undertakes to use subcontractors and/or freelancers to fulfill its contractual obligations only with the prior written consent of the Client. If the Contractor uses subcontractors and/or freelancers, it shall be liable for these as for vicarious agents and shall remain fully obliged to fulfill the contract itself.
- 2.6 The Client shall be entitled to request the Contractor to use another subcontractor and/or freelancer to fulfill the Contractor's contractual obligations to the Client if the Client establishes on the basis of relevant facts that the subcontractor and/or freelancer is not properly fulfilling the Contractor's contractual obligations. In this case, the Contractor undertakes to immediately replace the relevant subcontractor and/or freelancer in a qualified manner.
- 2.7 Prior to the delivery, installation or provision of technology, hardware and/or software, the Contractor shall check these using current test procedures and ensure that they are free of obvious defects.

3. Delivery, acceptance and warranty

- 3.1 The Contractor undertakes to fulfill all contractual obligations by the dates specified in the individual contract or within the deadlines specified therein and to transfer or provide the purchased items to the Client in the agreed format at its own risk.
- 3.2 If agreed deadlines or time limits are missed, the Contractor shall be in default without the need for a separate reminder from the Client.
- 3.3 The client shall check the purchased items that are to be qualified as work services (e.g. individual software) for their conformity with the contract and, if so, declare acceptance.
- 3.4 If work services owed are not provided by the Contractor on time or in accordance with the contract, the Client shall be entitled to the statutory rights to subsequent 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 are to be qualified as services, the Client shall be entitled to the claims provided for by law in the event of non-performance, delayed performance or poor performance.

4. Transfer of rights and granting of rights

- 4.1 The following provisions shall apply to all items purchased, unless the parties agree otherwise individually, e.g. in an individual contract.
- 4.2 The Contractor undertakes to transfer to the Client all industrial property rights (patents, utility models, trademarks, designs, etc.) and derived rights that arise or are acquired by the Contractor in the course of the fulfillment of the individual orders at the time of their creation or acquisition, but at the latest upon delivery or provision of any purchased items to the Client and to carry out all necessary acts of cooperation. The Client accepts this transfer of rights and is thus entitled in particular to register and claim any industrial property rights to the purchased items in its name, without any restrictions in terms of territory, time or content.
- 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 Client the exclusive or exclusive, transferable and sub-licensable rights of use for comprehensive exploitation, in particular in all offline and online media, without restriction in terms of content, territory and time, to objects of purchase developed specifically for the Client (e.g. individual software, interfaces, etc.) at the time of their creation.
- 4.4 The granting of rights pursuant to Section 4.3 includes, in particular, the rights to use the Purchased Items to any extent and by any number of users, to edit, redesign, further develop, combine with other works and to archive, reproduce, distribute, make publicly accessible and exploit in any other way (e.g. by way of digital distribution and "as-a-service" models, licensing, rental, sale, etc.) the Purchased Objects, even if they have been edited and further developed.
- 4.5 The Contractor also undertakes to hand over to the Client all physical purchase items that arise within the scope of the individual contracts and to transfer ownership to the Client. The parties agree on the transfer of ownership.
- 4.6 Insofar as the Contractor develops individual software for the Client in connection with individual contracts, it shall also hand over or transfer to the Client the source codes together with complete development and application documentation, in each case in a format customary in the industry, upon delivery or provision.
- 4.7 If standard software is licensed or provided as SaaS in connection with individual contracts, the Contractor shall grant the Client a simple, spatially unrestricted right to use the software for the duration of the cooperation for comprehensive use and evaluation in the scope of use agreed by the parties in the individual contract.
- 4.8 The mandatory provisions of §§ 69 a. ff. UrhG remain unaffected.

- 4.9 The Contractor is not permitted to include open source software ("OSS") in the purchase items to be provided to the Client without the prior written consent of the Client. Consent requires - subject to the discretionary decision of the Client - in particular that the Contractor provides the Client in advance with the license terms of the OSS, the reasons for and the scope of application of the use of the OSS.

5. Exemption

- 5.1 The Contractor warrants that it will observe and not infringe all applicable and relevant statutory regulations as well as industrial property rights, copyrights and other rights of third parties in the performance of the individual contracts.
- 5.2 The Contractor warrants that it shall remunerate authors and persons entitled to ancillary copyrights appropriately and in accordance with the applicable statutory provisions in respect of their services which are incorporated into purchased items distributed by the Contractor to the Client.
- 5.3 The Contractor shall indemnify the Client comprehensively against all third-party claims, including the reasonable costs of legal defense, with regard to the warranties in Sections 5.1 and 5.2, the transfer of rights and granting of rights in Section 4 and the fulfillment of the obligations arising from the individual contracts and these GTCP. The reasonable costs of legal defense also include the costs of the lawyers engaged on the basis of a reasonable hourly rate customary in the location and industry, which in relation to the client is EUR 300.00.
- 5.4 If necessary and requested by the Client, the Contractor shall support the Client in the defense against third-party claims to an appropriate and reasonable extent at its own expense, in particular by providing information and documents.
- 5.5 As an alternative to indemnification, the Contractor shall, if requested to do so by the Client, subsequently acquire the necessary rights of use for the Client or replace the purchased items to the extent necessary. Any further contractual and statutory claims for damages on the part of the Client shall remain unaffected in this case.

6. Remuneration and terms of payment

- 6.1 The Client shall pay the Contractor the remuneration provided for in the respective individual contract for the contractual fulfillment of the respective individual contract and the transfer of rights or granting of rights pursuant to Section 4. Unless otherwise stipulated in the individual contract, 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 settled in full.

- 6.3 The reimbursement of any expenses, travel costs, third-party costs (e.g. for the purchase of external services) and external costs within the meaning of Section 6.2 of the Contractor by the Client shall require a separate agreement between the parties in the individual contract.
- 6.4 The Contractor shall issue proper and verifiable invoices for the agreed remuneration, showing the applicable VAT.
- 6.5 The Contractor's invoices to be submitted in an auditable form shall be due for payment 60 days from the invoice date - if applicable, only after acceptance and subject to any provisions in the individual contract.
- 6.6 Exchange rate risks shall be borne by the Contractor. The Contractor shall be responsible for offsetting any additional (withholding) taxes due on the remuneration.
- 6.7 The Contractor shall only be entitled to rights of set-off and retention vis-à-vis the Client if the Contractor's claim is recognized or legally established and it is a claim arising from the same contractual relationship.

7. Reporting obligation and audit/inspection

- 7.1 Upon request, the Contractor shall provide the Client with immediate and detailed information on the current status of fulfillment of the respective individual contract.
- 7.2 The Client is entitled to commission a third party who is professionally obliged to maintain confidentiality to review all internal calculation documents, invoices (including to third parties), audit documents and other information of the Contractor relating to the fulfillment of the individual contracts up to twice a year ("audit").
- 7.3 In addition, the Client shall be entitled to carry out inspections of the Contractor and its subcontractors with regard to the purchased items during normal business hours. For this purpose, the Contractor shall make available all relevant documents or grant access to these as well as development and data processing systems and enable confidential interviews with employees ("inspection").
- 7.4 The Client shall inform the Contractor at least five working days in advance of the exercise of the right to audit or inspect. The Contractor shall receive the auditor or stage manager during normal business hours and provide him with all documents required to carry out the audit or grant him access to the relevant data processing procedures, production and/or development processes. If the audit or inspection reveals deviations to the detriment of the Client of 3% or more, the Contractor shall bear the costs of the audit or inspection, otherwise the Client shall bear the costs.

8. Liability of the client

- 8.1 The client shall be liable without limitation for intent and gross negligence.
- 8.2 The client shall only be liable for simple negligence if essential contractual obligations (cardinal obligations) are breached. In this case, the liability of the client is limited to the direct and foreseeable damage. Cardinal obligations are those obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely.
- 8.3 The above limitations or exclusions of liability shall not apply to any statutory strict liability of the Client, in the event of injury to life, limb or health, or if otherwise agreed between the Client 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" includes events outside the sphere of influence of the respective party, such as strikes, natural disasters, fire, acts of terrorism, etc.
- 9.3 If the force majeure event lasts for more than three months, either party shall be entitled to terminate the contractual relationship as a whole and/or individual contracts without notice.

10. Term and termination of the contractual relationship

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

11. Confidentiality

- 11.1 For the duration of the contractual cooperation and beyond, the Contractor undertakes to maintain confidentiality regarding all information from the contractual relationship with the Client, in particular with regard to all individual contracts concluded. Information of the client in this sense includes all plans, concepts, technical documents, budgets, calculations, know-how, expert opinions, personal data and company data of the client.

- 11.2 The confidentiality obligation in section 11.1 does not apply,
- insofar as the information is or becomes generally known without the contractor being responsible for this,
 - insofar as the information was already known to the Contractor prior to disclosure by the Client,
 - insofar as the information has been developed independently by the contractor, or
 - insofar as the information has been lawfully received by the client through third parties who are authorized to pass on the information,
and insofar as the corresponding exception can be proven by the contractor.
- 11.3 The Contractor shall impose a corresponding confidentiality obligation on all employees, freelancers and/or subcontractors to the extent of sections 11.1 and 11.2.

12. Data protection

- 12.1 Insofar as the Contractor processes personal data for the Client, it undertakes to conclude an order processing contract with the Client in advance and to comply with all contractual and statutory provisions applicable to it as an order processor.
- 12.2 The order processing contract to be concluded shall not fall short of the provisions of the sample which the Client shall submit to the Contractor on request in individual cases.
- 12.3 If the Contractor uses subcontractors and/or freelancers, it also undertakes to impose on them all confidentiality obligations as well as the obligations in connection with the processing of personal data that apply to the Contractor in relation to the Client and to ensure compliance with them.

13. Information security

- 13.1 The Contractor undertakes to comply with the Client's information security guidelines. These guidelines shall be regularly reviewed and adapted by the Contractor in order to comply with the latest security requirements.
- 13.2 The contractor is obliged to implement suitable measures to control access to sensitive information and to regularly check their effectiveness in order to prevent unauthorized access.
- 13.3 In the event of a security incident, the contractor is obliged to inform the client immediately and to take suitable measures to limit the damage immediately.
- 13.4 The Contractor shall ensure that all subcontractors and sub-suppliers commissioned by it also comply with the specified safety requirements and shall monitor compliance with these measures.

14. Quality management

- 14.1 The Contractor undertakes to comply with the Client's quality guidelines and to review them regularly to ensure that the specified standards are continuously met.
- 14.2 The Contractor shall be subject to regular audits and assessments by the Client or its representative in order to ensure compliance with quality standards. The Contractor shall ensure unrestricted access to all relevant documents and areas.
- 14.3 The Contractor shall ensure that all relevant quality records are properly documented, stored and

made available on request.

- 14.4 The Contractor undertakes to continuously improve its processes in order to guarantee high product quality and ensure customer satisfaction.

15. Final provisions

- 15.1 The Client is entitled to transfer or assign the contractual relationship or rights arising from the contractual relationship with the Contractor to third parties.
- 15.2 The Contractor may only transfer or assign the contractual relationship or rights arising therefrom to third parties with the prior written consent of the Client.
- 15.3 All ancillary agreements to each individual contract and these GPC must be made in writing. This also applies to any amendment to this written form requirement.
- 15.4 Should one or more provisions of an individual contract or these GPC be or become invalid, this shall not affect the validity of the remaining provisions. 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.
- 15.5 German law shall apply exclusively. The applicability of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 15.6 The exclusive place of jurisdiction for disputes arising from the contractual relationship is Stuttgart.