

General Terms and Conditions

The netgo General Terms and Conditions are divided into the following sections:

- A. General provisions
- B. Special provisions for works and services
- C. Special provisions for the creation of customized software
- D. Special provisions for the maintenance of software
- E. Special provisions for the maintenance of hardware
- F. Special provisions for the rental of software/computer capacity
- G. Special provisions for the sale of software
- H. Special provisions for the sale of hardware

The General Terms and Conditions apply to all services provided by netgo. The special provisions under sections B to H also apply to the individual services.

A. General provisions

The general provisions form the legal framework for the delivery and provision of all services, while the special section contains the specific regulations for the respective types of service.

1. Contractual partner

The contractual partners are the respective netgo group company named in the Contract ("netgo" or "Provider") and the Customer, who is not a consumer within the meaning of Section 13 of the German Civil Code (BGB).

2. Subject matter and scope of application

- 2.1. The subject matter of the contract is determined by these General Terms and Conditions, the prevailing license terms of the manufacturers, as well as the prevailing regulations made in the respective service specifications and price lists of netgo, and the prevailing individual agreements in the contracts (hereinafter collectively referred to as the "Contract").
- 2.2. The netgo General Terms and Conditions apply exclusively. Netgo does not recognize any conflicting, deviating, or supplementary general terms and conditions of the Customer unless netgo has expressly agreed to their applicability in writing and made explicit reference to them.

3. Contracts and offers

- 3.1. The services provided by netgo are agreed upon in the Contract as service, purchase, rental, or work contract services.
- 3.2. The service characteristics shall be described conclusively in the Contract. Previously submitted offers by netgo, especially with regard to technical descriptions, quantity, price, and delivery time, are non-binding.
- 3.3. In the case of an order placed by the Customer, the Contract is only concluded with the order confirmation or acceptance by netgo, but at the latest with the delivery or provision of the respective services. The order confirmation or acceptance by netgo requires the "text form" (a specific written form that does not require a signature according to the German Civil Code) or the fulfillment of the service by netgo.

4. Shipping and transfer of risk

- 4.1. In the case of shipment in connection with the provision of services, the risk shall pass to the Customer as soon as netgo has handed over the delivery to the carrier.
- 4.2. Incomplete or incorrect deliveries and obviously recognizable defects in the delivery item must be reported to netgo in writing immediately but no later than seven days after delivery.

5. Retention of title

- 5.1. Netgo retains title to the goods sold until full payment of all its current and future claims arising from the Contract and an ongoing business relationship (secured claims).
- 5.2. The goods subject to retention of title may neither be pledged to third parties nor assigned as security before the complete payment of the secured claims. The Customer must promptly notify netgo in writing if an application for the initiation of insolvency proceedings is filed or if third-party actions (e.g., seizures) are taken against the goods belonging to netgo.

5.3. In the event of a breach of contract by the Customer, in particular non-payment of the purchase price due, netgo shall be entitled to withdraw from the Contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for the return of goods does not simultaneously include a declaration of withdrawal; rather, netgo is only entitled to demand the return of the goods and to reserve the right to withdraw from the Contract. If the Customer does not pay the purchase price due, netgo may only assert these rights if netgo has previously set the Customer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

5.4. The Customer is authorized until revoked according to Clause (c) below, to resell and/or further process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply additionally.

- (a) The retention of title extends to the full value of the products created by processing, mixing, or combining the goods, whereby netgo is deemed the manufacturer. If, in the event of processing, mixing, or combining with goods of third parties whose right of ownership remains in force, netgo shall acquire co-ownership in proportion to the invoice values of the processed, mixed, or combined goods. In all other respects, the same applies to the resulting product as to the goods delivered under retention of title.
- (b) The Customer hereby assigns to netgo by way of security any claims against third parties arising from the resale of the goods or the product in total or the amount of any co-ownership share of netgo in accordance with the above paragraph. Netgo accepts the assignment. The obligations of the Customer set out in Clause 5.2 shall also apply with regard to the assigned claims.
- (c) The Customer remains authorized, in addition to netgo, to collect the claim. Netgo undertakes not to collect the claim as long as the Customer fulfills its payment obligations to netgo, there is no impairment of its ability to perform, and netgo does not enforce the retention of title by exercising a right according to Clause 5.3. However, if this is the case, netgo may request that the Customer discloses the assigned claims and their debtors to netgo, provides all necessary information for collection, hands over the related documents, and notifies the debtors (third parties) of the assignment. In this case, netgo is also entitled to revoke the Customer's authorization to resell and further process the goods subject to retention of title.
- (d) If the realizable value of the securities exceeds netgo's claims by more than 10%, netgo shall release securities of its choice at the Customer's request.

6. Terms of payment

- 6.1. Remuneration and ancillary costs are generally net prices plus statutory taxes and duties and are payable immediately.
- 6.2. The amount to be paid plus the applicable statutory VAT is stated in the Contract and/or netgo's invoice. One-off charges are payable immediately upon invoicing and without deduction, whereby bills of exchange and checks are excluded. Transfer costs, discount charges, and all other collection costs shall be borne by the Customer. Deviating payment agreements must be made in "text form."
- 6.3. The Customer shall be in default upon the expiry of the above payment deadlines. During the period of default, the monetary claim shall bear interest at the applicable statutory default interest rate and shall be paid in addition to the flat-rate default fee. Netgo reserves the right to assert further claims for damages caused by delay.
- 6.4. Ongoing monthly fees are due and payable in advance no later than the 3rd working day for the month of service provision without a separate invoice. The fee is due proportionally for partial months.
- 6.5. Other ongoing charges and/or fees for the respective billing period are payable in advance immediately upon receipt of the invoice without deduction.
- 6.6. The Customer shall only be entitled to assert rights of retention and/or set-off with claims that are not directed at the costs of remedying defects or completion costs in relation to claims that have been legally established, are undisputed, or have been recognized by netgo.

7. Changes (in service)

- 7.1. Netgo is entitled to amend or supplement these General Terms and Conditions at any time. The Customer shall be notified of the changes or additions by email at least six weeks before they come into effect. If the Customer does not agree with the changes, they may object to the changes in "text form" within one week of the date on which the changes or additions are intended to take effect. If the Customer does not object, the changes or additions to the General Terms and Conditions shall be deemed to have been approved by the Customer. When notifying the Customer of the amendment or addition to the General Terms and Conditions, the Provider shall specifically draw the Customer's attention to the intended significance of their conduct.
- 7.2. Under certain circumstances, netgo is entitled to adjust, change, or discontinue its services by giving the Customer two months' notice in "text form." The circumstances exist if the service can only be provided to a limited extent or not at all due to technical, organizational, or other changes. In the event of an unreasonable change in services, the Customer has the right to terminate the adjusted Contract from receipt of the adjustment declaration with effect from the start of the adjustment (special right of termination). If the Customer does not terminate the Contract within six weeks of receipt of the declaration of adjustment, the change in service shall be deemed to have been agreed. This shall be pointed out by netgo in the adjustment declaration.
- 7.3. Insofar as the service descriptions of the Contract contain hour quotas in favor of the Customer, these shall expire at the end of each month if the monthly hour quota has not been fully exhausted by the end of the month. This also applies to contracts and the resulting unused hour quotas concluded before the effective date of these General Terms and Conditions.

8. Deliveries, date of performance

- 8.1. Compliance with delivery deadlines agreed in writing or deadlines for the provision of services presupposes that the Customer provides all necessary information and payments for the delivery or provision of the service in good time, in particular, that it provides the cooperation or payments required in each case. Otherwise, the delivery period or the period for rendering the service shall be extended accordingly. In any case, a reminder from the Customer is required for netgo to be in default of delivery, which is otherwise determined in accordance with the statutory provisions.
- 8.2. Netgo is entitled to make partial deliveries and render partial services that are reasonable for the Customer.
- 8.3. Netgo may also withdraw from the Contract if the manufacturer ceases production or distribution of the contractual product after the conclusion of the Contract.

9. Duration of benefits and termination

- 9.1. Services shall commence at the time specified in the order confirmation.
- 9.2. If a term has not been agreed, the Contract can be terminated with 30 days' notice to the end of the respective calendar month if the service is provided for an indefinite period.
- 9.3. In the case of agreed minimum terms, the contractual relationship shall be extended by a further 12 months after the expiry of the minimum term if it is not terminated with a notice period of 3 months. Notice of termination must be given in "text form."
- 9.4. A free right of termination of the Customer (in particular according to Section 648 of the German Civil Code (BGB)) is excluded. Otherwise, the statutory requirements and legal consequences apply.
- 9.5. The right to terminate the Contract without notice for good cause remains unaffected. Good cause shall be deemed to exist, particularly if the Customer fails to meet its payment obligations after being requested to do so twice. Furthermore, such a reason also exists, particularly if the Customer is insolvent, if insolvency proceedings have been opened against their assets, or if the Customer otherwise seriously breaches their contractual obligations.
- 9.6. Notice of termination must be given in "text form" to be effective.

10. Provision of services by vicarious agents

Netgo shall be entitled to use affiliated companies as vicarious agents for the provision of all performance obligations, in particular, to perform all agreed services for netgo. The provision of services by vicarious agents releases netgo from its obligation to perform.

11. Warranty, guarantee

- 11.1. Within the scope of supplementary performance, netgo is entitled to remedy defects by repair or replacement at its discretion.
- 11.2. Netgo's warranty obligation shall lapse in all cases in which defects and other impairments of the services are caused by improper operation by the Customer, by interventions by the Customer or third parties attributable to the Customer (e.g., changes to the implementation), by services to be provided by the Customer (in particular data and content), or by the Customer's existing system environment for which netgo is not responsible unless the Customer proves that these circumstances are not the cause of the defect.
- 11.3. In the event of defects of title, netgo shall provide a warranty by either providing the Customer with a legally flawless opportunity to use the software or by taking back the software at the invoice price less reasonable compensation for use. The latter is only permissible if netgo cannot reasonably be expected to provide any other remedy.
- 11.4. The Customer does not receive legal warranties from netgo. Any warranty provided by the manufacturer is passed on by netgo to the Customer. The scope of the warranty is set out in the order confirmation in conjunction with the manufacturer's warranty conditions.
- 11.5. In order to safeguard warranty claims, the Customer shall contact the manufacturer directly in the event of defects covered by the warranty and observe the manufacturer's warranty conditions. In the event of a claim against the manufacturer, the Customer shall also inform netgo.
- 11.6. Warranty claims or claims for damages expire after 12 months if no injury to life, limb, or health has occurred, and it is not a case of malice or a guarantee expressly assumed by netgo for the quality or claims under the German Product Liability Act. In these cases, the statutory limitation periods apply. The limitation period shall commence upon receipt of the goods, successful acceptance, or, in the case of services, upon their provision.

12. Liability

- 12.1. Netgo shall be liable, without limitation, for intent and gross negligence, for breach of a contractual guarantee and in accordance with the German Product Liability Act. In the event of slight negligence, netgo shall be liable for damages resulting from injury to the life, limb, and health of people.
- 12.2. In the event of simple negligence, netgo shall only be liable in the event of a breach of essential contractual obligations (so-called cardinal obligation, i.e., an obligation whose fulfillment is essential for the proper execution of the Contract and on whose compliance the contractual partner regularly relies and may rely).
- 12.3. If netgo breaches a material contractual obligation through simple negligence, the obligation to pay compensation shall be limited to the typically foreseeable loss in the absence of an individual provision in the respective order confirmation. In this case, netgo shall not be liable for any indirect or consequential damages (in particular, loss of profit, unrealized savings)
- 12.4. If a single payment is agreed, liability for property damage and other losses is limited to 10% of the net order volume per loss event and 25% of the net order volume for all losses within a contract year.
- 12.5. If recurring remuneration is agreed, liability for property damage and other damage is limited to 10% of the net annual fee per loss event and 25% of the net annual fee for all losses within a contract year.
- 12.6. Except in the case of services that expressly include the backup of data, netgo shall not be liable for the loss of data if the damage would not have occurred if the data had been properly backed up in the Customer's area of responsibility. A proper data backup shall be assumed if the Customer backs up its data in machine-readable form at least daily and thus ensures that this data can be restored with reasonable effort. In addition, netgo's liability for the loss of data is limited to the typical recovery costs that would have been incurred if the data had been properly backed up, except in cases of intent and gross negligence.
- 12.7. If and to the extent that netgo's liability is excluded, this shall also apply to the personal liability of netgo's employees, workers, staff, representatives, vicarious agents, and executive bodies.
- 12.8. Several clients (natural persons and/or legal entities) are jointly and severally liable.

13. Data protection

- 13.1. Furthermore, the contractual partners undertake to conscientiously fulfill and observe all data protection regulations.

- 13.2. Insofar as netgo is to process personal data on behalf of the Customer, the contracting parties shall conclude an appropriate agreement on commissioned data processing within the meaning of Art. 28 GDPR, as specified by netgo in good time before commencing the corresponding activity. The scope, type, and purpose of the intended order processing, the type of data, and the group of data subjects, as well as the subject and duration of the order placed with netgo by the Customer, shall be set out before the start of the order processing. The Provider will not use the personal data for other purposes or store it for longer than the period specified by the Customer. Upon commissioning, the Customer will be informed of the respective technical and organizational measures (Art. 32 GDPR) taken by netgo and is responsible for ensuring that they provide an adequate level of protection for the risks of the data to be processed.
- 13.3. The Customer undertakes to conscientiously fulfill and observe all data protection regulations. If the Customer violates these provisions, they shall indemnify netgo against all legal consequences of the violation.
- 13.4. For all information concerning the handling of our customers' personal data, netgo refers to its separate privacy policy at <https://www.netgo.de/datenschutz/>.
- 14. Business and trade secrets**
- 14.1. The contracting parties shall keep secret all information and knowledge obtained from or about the other contracting party in the course of the execution of the Contract—in particular business secrets pursuant to Section 2 (1) No. 1 of the German Act on the Protection of Business Secrets and other confidential information, such as technical, commercial and organizational information—as well as all information made available for the purpose of executing a contract, in particular such information resulting from protected documents, and shall protect it from unauthorized knowledge, disclosure, duplication, use and other misuse by third parties not involved in the execution of the Contract. The vicarious agents used for the provision of services (in particular within the scope of Clause 10) shall not be deemed third parties within the meaning of this agreement.
- 14.2. The parties shall ensure by means of suitable contractual agreements that their employees affected by this confidentiality agreement are also obliged to maintain confidentiality in accordance with the provisions of these General Terms and Conditions. The same shall apply if the parties make use of other third parties to fulfill their performance obligations.
- 15. Force majeure**
- 15.1. Netgo shall not be liable for events of force majeure that make it significantly more difficult for netgo to perform the Contract, temporarily hinder the proper execution of the Contract, or make it impossible. Force majeure shall include all circumstances beyond the control and influence of the contracting parties, such as natural disasters, pandemics, government measures, official decisions, blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks, strikes, lockouts and other industrial unrest, confiscation, embargoes, or other circumstances which are unforeseeable, serious and beyond the control of the contracting parties and which occur after the conclusion of this Contract.
- 15.2. If one of the contracting parties is prevented from fulfilling its contractual obligations due to force majeure, this shall not be deemed a breach of contract, and the deadlines specified in the Contract or on the basis of the Contract shall be extended appropriately in accordance with the duration of the impediment. The same applies if netgo is dependent on the advance performance of third parties and this is delayed due to force majeure.
- 15.3. Each party shall do everything in its power that is necessary and reasonable to mitigate the extent of the consequences caused by the force majeure. The contracting party affected by the force majeure shall notify the other contracting party immediately in "text form" of the beginning and end of the impediment.
- 16. Price adjustment clause**
- 16.1. Netgo may, under certain circumstances, change the contractually agreed fixed prices stated in the individual contracts if:
- the procurement costs for hardware, software, or other services procured for resale to the Customer increase,
 - the procurement costs for hardware, software, and other services that we procure on a dedicated basis for the provision of our services to the Customer increase (the procurement is to be regarded as dedicated if the hardware, software, or other services can be clearly allocated to the provision of services for the Customer),
 - the provision of the deliveries/services is subject to increased and/or further sovereign taxes, duties, or other charges,
 - the storage, transport (including transport insurance), and packaging costs increase not insignificantly,
 - energy costs and prices increase not insignificantly,
 - the rental costs / ancillary rental costs for rented housing, hosting, and other data center services increase not insignificantly,
 - the refinancing rate or other refinancing costs increase if the Customer has been informed that the provision of the service is subject to financing,
 - wage costs or statutory non-wage labor costs increase significantly,
 - the technical infrastructure has to be changed due to legal requirements, and this results in unforeseeable costs when the Contract is concluded, or
 - the other costs relevant to the price calculation increase due to unforeseeable circumstances beyond our control.
- 16.2. Any adjustment must be equitable; in particular, it may only be made to the extent necessary to compensate for the change, taking into account any savings, and may not be triggered by culpable conduct on our part. It must be announced in advance in "text form" with a notice period of at least four weeks, stating the reason. At the Customer's request, we will explain the amount of the adjustment in a comprehensible manner.
- 16.3. Insofar as the service descriptions of the agreed contracts contain hour quotas in favor of the Customer, any price adjustments shall also apply to these hour quotas. The monthly hour quota must be adjusted in accordance with the respective price adjustment. This also applies to contracts and the resulting existing, unused hour quotas that were concluded before these General Terms and Conditions came into force so that their volume is reduced accordingly.
- 16.4. In the event of a price change that increases the Provider's profit by more than 5%, the Customer has the right to terminate the adjusted Contract from receipt of the notice of adjustment until the start of the adjustment (special right of termination) unless it is a price change due to increased procurement costs, taxes, or levies in accordance with Clause 16.1. If the Customer does not terminate the Contract within six weeks of receipt of the notice of adjustment, the new remuneration shall be deemed to have been agreed. This shall be pointed out by netgo in the adjustment declaration.
- 17. Other conditions**
- 17.1. Should individual provisions of these General Terms and Conditions be or become invalid or should a loophole be found in the Contract, this shall not affect the validity of the other provisions as a whole. The invalid provisions shall be replaced, or the loophole shall be filled by an appropriate provision that comes as close as possible to what the contracting parties would presumably have wanted in accordance with the meaning and purpose of the Contract.
- 17.2. The law of the Federal Republic of Germany shall apply exclusively to all disputes between the parties, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 17.3. The place of jurisdiction for all disputes arising from and in connection with these General Terms and Conditions is the registered office of netgo.
- 17.4. The Customer may only transfer this agreement as a whole or individual rights and obligations arising from it to third parties or have rights and obligations exercised by third parties with the consent of netgo in "text form."
- 17.5. Netgo may transfer contracts based on these General Terms and Conditions as a whole or individual rights and obligations to another company affiliated with netgo within the meaning of Sections 15 et seq. of the German Stock Corporations Act (AktG). Otherwise, any assignment of a contract or of rights and obligations arising from this Contract requires the prior consent of the other party in "text form."
- 17.6. Netgo is entitled to use the Customer's name and logo for advertising and marketing purposes. The Customer can object to this use in "text form" at any time.
- 17.7. During the term of the Contract and for a period of twelve months thereafter, the Customer shall not directly or indirectly actively solicit or attempt to solicit any netgo employee. Any infringement shall result in a contractual penalty, the amount of which shall be determined by netgo at its reasonable discretion and the amount of which may be reviewed by the competent court in the event of a dispute.

B. Special provisions for works and services

1. netgo services

- 1.1. Services and consultations
 - 1.1.1. Netgo provides consulting and support services for the Customer upon agreement. The services are based on the current state of the art.
 - 1.1.2. The services of netgo are provided exclusively to support the Customer in a project which the Customer carries out under their sole responsibility. Netgo assumes no responsibility for a specific result in connection with the provision of the services. Concrete work results are not owed unless expressly agreed otherwise.
 - 1.1.3. Netgo is entitled to provide the services by subcontracting them to third parties (subcontractors). Netgo shall be liable for the provision of services by subcontractors in the same way as for its own actions.
- 1.2. Work services

If agreed, netgo shall provide software development and other work services within the scope of the existing technical and operational possibilities. The services are based on the current state of the art.

2. Acceptance of work services

- 2.1. In the case of work services, netgo may provide partial deliveries or partial services for acceptance (partial acceptance). This includes self-contained phases for the fulfillment of the specified phases or services, self-contained and thus functional parts, self-contained documents, or parts of documents.
- 2.2. The Customer shall carry out and declare any acceptance (partial acceptance) of the services provided by netgo without delay. Netgo is entitled to participate in every acceptance test.
- 2.3. Software is accepted by means of a functional test. This has been carried out successfully if the test procedures agreed for this purpose do not show any significant deficiencies.
- 2.4. If no notification of significant defects is made within fourteen calendar days or any period agreed for acceptance after provision for acceptance (partial acceptance), or if the Customer takes over the work results in its productive operation, acceptance shall be deemed to have taken place.

3. Duties and obligations of the Customer

- 3.1. The Customer shall ensure that all necessary provision and cooperation services are provided on time, to the required extent, and free of charge to netgo.
- 3.2. The Customer shall provide netgo's employees with all necessary support for their work at the Customer's premises.
- 3.3. Data carriers provided by the Customer must be content-wise and technically flawless. If this is not the case, the Customer shall compensate netgo for all losses arising from the use of these data carriers and shall indemnify netgo against all third-party claims.
- 3.4. The customer must report defects with a comprehensible description of the error symptoms in "text form" and, as far as possible, hand over written records or other documents illustrating the defects.
- 3.5. Netgo shall be entitled to invoice additional expenses incurred as a result of inadequate cooperation, in particular for prolonged provision of personnel or material resources, in addition to the agreed hourly rates. If no hourly rates have been agreed, the current hourly rates in the respective price list shall apply.
- 3.6. If the Customer requests a postponement of agreed deadlines and does not declare this in "text form" at least five working days before the deadline, netgo is entitled to charge a flat-rate compensation claim amounting to 75% of the agreed costs unless the Customer is not responsible for the postponement. Any value of the goods is not included in the calculation. Short-term replacement orders shall be offset against the lump-sum compensation claim. If the Customer can prove that no damage or significantly less damage has been incurred, the lump-sum compensation claim shall be reduced accordingly.

4. Right of use

- 4.1. For all services provided by netgo that are protected by copyright, the Customer shall receive a non-exclusive, time-limited, and non-sublicensable right of use for its own internal purpose(s)/use to the extent absolutely necessary for the fulfillment of the Contract.
- 4.2. If the Customer is contractually granted an exclusive right of use and the Contract is terminated by the Customer for reasons for which netgo is not responsible until the work has

been fully completed, the Customer shall only receive a simple right of use to the work results provided.

- 4.3. Unless expressly agreed by contract, netgo shall not provide the Customer with any source code. In the event that a transfer of the source code is expressly agreed by contract, the agreements on rights of use shall also apply here. Under no circumstances does netgo grant more or other rights to the source code than are granted with regard to the other subjects of performance and work results. Under no circumstances shall the Customer be granted the right to edit the source code.

5. Material defects and defects of title in work performance

- 5.1. If netgo has provided services for a defect search after a fault has been reported, and there is no material defect, the Customer shall bear the costs incurred as a result. The calculation of costs shall be based on the hourly rates agreed with netgo at the time the service is provided. If no hourly rates have been agreed, the hourly rates in the current price list shall apply.
- 5.2. Liability for material defects shall lapse for services provided by netgo that the Customer modifies or interferes with in any other way unless the Customer can prove that the interference is not the cause of the defect. Liability for material defects shall also expire if the Customer does not notify netgo of a defect in writing immediately after it becomes apparent or if the service is not used under the contractually agreed conditions in accordance with the documentation.
- 5.3. Claims by the Customer for expenses incurred for the purpose of supplementary performance, in particular transport, labor, and material costs, are excluded if the expenses increase because the object of performance is subsequently moved to a place other than the contractually agreed place of performance.

C. Special provisions for the creation of customized software

1. netgo services

- 1.1. Netgo creates software for the Customer in accordance with the service description on which the Contract is based. The service description is based on the technical and functional requirements communicated by the Customer. The service description must be in "text form" and conclusively describes the owed quality of the software.
- 1.2. The software to be provided to the Customer by netgo contains only the object code.
- 1.3. Any user documentation is only owed if this has been expressly agreed in the Contract and is to be supplied in German or English at netgo's discretion unless otherwise agreed.
- 1.4. Analysis, planning, consulting, and training services are not owed by netgo.

2. Duties and obligations of the Customer

- 2.1. The Customer shall inform netgo of its technical and functional requirements for the software in full and in detail in writing and shall provide netgo with all documents, information, and data required for the creation of the software in good time.
- 2.2. The Customer is obliged to support netgo as necessary and create all the conditions necessary for the proper execution of the order in their sphere of operation. At netgo's request, the Customer shall provide sufficient workstations and work equipment free of charge. The Customer shall not be entitled to the provision of services at their premises.
- 2.3. The Customer shall ensure that expert personnel are available to support netgo during the project and, from the time of handover, for the quality inspection and use of the software.
- 2.4. At netgo's request, the Customer shall provide suitable machine-readable test cases and data for the quality inspection. If the Customer fails to provide such test cases and data, netgo may select and create suitable test cases for an additional fee.
- 2.5. The Customer must notify defects in writing in a comprehensible and detailed form, stating all information useful for identifying the defect. In particular, the work steps that led to the occurrence of the reproducible defect, the effects, and the manifestation of the defect must be specified.
- 2.6. The Customer shall support netgo as necessary in rectifying defects, in particular by enabling remote access to the Customer system and providing other analysis material.

3. Acceptance

- 3.1. The Customer shall inspect all delivered objects of performance, in particular, software or executable parts of the software agreed as partial deliveries, immediately—generally within 14 calendar days—to ensure that they are free of defects, in particular, that they are in the agreed condition (quality inspection). The Customer will use suitable test cases and data for software. Netgo can coordinate the test procedures with the Customer and also accompany and support the quality inspection on site.
- 3.2. The Customer shall duly report any defects that occur before or during the quality inspection without delay or, at the latest, seven calendar days after becoming aware of them.

4. Rights of use

- 4.1. Upon full payment of the remuneration owed, netgo shall grant the Customer the non-exclusive right to use the objects of performance for the contractually stipulated purpose in their company on a permanent basis unless otherwise agreed. The right of use granted to the Customer to the services provided by netgo may only be transferred to third parties by the Customer by completely relinquishing their own rights.
- 4.2. All other rights remain with netgo.
- 4.3. Netgo is entitled to take appropriate technical measures to protect against non-contractual use. The use of the software on an alternative or successor configuration must not be significantly impaired by this.
- 4.4. Netgo may revoke the Customer's right of use if the Customer significantly violates restrictions on use or other regulations to protect against unauthorized use. Netgo shall grant the Customer a grace period to remedy the situation. In the event of recurrence and in special circumstances which, after weighing up the interests of both parties, justify immediate revocation without setting a deadline, netgo may declare revocation without setting a deadline. The Customer must confirm to netgo in writing that use has ceased following revocation.

5. Warranty

- 5.1. The Customer shall only have claims for defects if reported defects are reproducible or otherwise verifiable. Clauses 2.5 and 2.6 apply to the notification of defects.
- 5.2. Netgo may demand compensation for its expenses if it takes action on the basis of a report without a defect being present unless the Customer was unable to recognize with reasonable effort that there was no defect. The calculation of costs shall be based on the netgo remuneration rates agreed or applicable at the time the service is provided.

D. Special provisions for the maintenance of software

1. netgo services

- 1.1. Consulting
Netgo advises the Customer on the technical requirements and conditions of use for the maintained software as well as individual functional aspects. These services shall be provided during netgo's normal business hours (weekdays, Monday to Friday from 09:00-17:00) and as far as possible. Netgo can refer to the documentation for the maintained software available to the Customer in order to answer queries. Additional services, such as other contact times and deadlines, as well as on-call services or on-site assignments by netgo at the Customer's premises, must be expressly agreed in advance.
- 1.2. Debugging
 - 1.2.1. Netgo shall be responsible for rectifying any defects in the software and program documentation. When used in accordance with the contract, the software must provide the services specified in the service description. If netgo is not the licensor of the software, the status of the software at the beginning of the maintenance contract shall be the basis for the subsequent determination of an error.
 - 1.2.2. If agreed in the Contract, netgo shall provide the Customer with certain new versions of the maintained software in order to keep it up to date and prevent malfunctions. To this end, netgo provides the Customer with updates to the maintained software with technical modifications and improvements as well as minor functional enhancements and improvements. Furthermore, netgo provides the Customer with patches containing corrections to the maintained software and other workarounds for possible malfunctions.
 - 1.2.3. The scope of services does not include the provision of upgrades with significant functional enhancements and necessary changes due to legal requirements, which can only be realized by partially or completely reprogramming the

affected software to be maintained. In this case, netgo may demand reasonable additional remuneration after prior notification in "text form." If the Customer does not give their consent to this in "text form," netgo may terminate the Contract for good cause.

2. Duties and obligations of the Customer

- 2.1. The Customer shall ensure that all necessary provision and cooperation services are provided on time, to the required extent, and free of charge to netgo.
- 2.2. The Customer shall provide netgo's employees with all necessary support for their work at the Customer's premises.
- 2.3. Proper troubleshooting requires that
 - the Customer properly backs up potentially affected data before rectifying the error;
 - the error is sufficiently described by the Customer and can be determined by netgo;
 - detected errors are reported with an error message in the intended form;
 - the documents required to rectify the error are made available to netgo for inspection;
 - the Customer has not interfered with or modified the software;
 - the software is operated under the intended operating conditions in the current version in accordance with the documentation;
 - the Customer informs netgo unsolicited and immediately in "text form" if particularly sensitive data (e.g., personal data) may be affected.
- 2.4. Data carriers provided by the Customer must be content-wise and technically flawless. If this is not the case, the Customer shall compensate netgo for all losses arising from the use of these data carriers and shall indemnify netgo against all third-party claims.
- 2.5. If the Customer does not provide a required cooperation service, does not provide it on time, or does not provide it in the agreed manner, the resulting consequences (e.g., delays, additional expenses) shall be borne by the Customer.

3. Rights of use

- 3.1. The Customer's rights of use to new versions and other corrections to the maintained software correspond to the rights of use to the previous version of the maintained software. With regard to the rights of use, the rights to the new versions and other corrections shall replace the rights to the previous versions and other corrections after an appropriate transition period, which is generally not more than one month. The Customer is entitled to archive one copy.
- 3.2. The Customer may make a full copy of the new versions and corrections as a backup. The Customer must mark this as a backup copy and provide it with the copyright notice of the original data carrier. Furthermore, the Customer is not authorized to copy the software.

4. Warranty

- 4.1. If netgo has provided services for a defect search after a fault has been reported, and there is no material defect, the Customer shall bear the costs incurred as a result. The calculation of costs is based on the netgo remuneration rates applicable at the time the service is provided.
- 4.2. Liability for material defects shall lapse for services provided by netgo that the Customer modifies or interferes with in any other way unless the Customer can prove that the interference is not the cause of the defect. Liability for material defects shall also expire if the Customer does not notify netgo of a defect in writing immediately after it becomes apparent or if the service is not used under the contractually agreed conditions in accordance with the documentation.
- 4.3. Claims by the Customer for expenses incurred for the purpose of supplementary performance, in particular transport, labor, and material costs, are excluded if the expenses increase because the object of performance was subsequently moved to a place other than the contractually agreed place of performance.
- 4.4. The Customer is entitled to warranty claims against netgo in accordance with Clauses 4.1 and 4.2 for one year from acceptance of the respective service. This limitation does not apply to claims for damages based on the violation of claims for supplementary performance in the event of defects by netgo. Claims for damages based on refused supplementary performance can only be asserted within the statutory limitation period if the claim for supplementary performance has been asserted by the Customer within the shortened period for claims for material defects.

E. Special provisions for the maintenance of hardware

1. netgo services

1.1. Scope of services

1.1.1. Netgo shall carry out the preventive services (maintenance) required to maintain the operational readiness of the hardware to be maintained and repairs or replacements in the event of faults occurring (repairs) to the contractually agreed extent (hereinafter referred to as "maintenance services").

1.1.2. In order to carry out maintenance services, netgo may replace faulty parts or systems. Technical changes must be agreed with the Customer in advance. Replacement parts or any rental equipment shall be remunerated separately. Data stored on replaced or returned parts or systems will be deleted by netgo immediately according to a separate order. If this is not possible, netgo will render these parts completely unusable. The disposal of exchanged spare parts is included in the services.

1.1.3. This maintenance service does not include services in connection with the replacement of consumables and wearing parts. If these services are provided by netgo at the Customer's request, they shall be invoiced separately by netgo to the Customer in accordance with the applicable prices.

1.1.4. This repair work does not include faults in the hardware caused by improper use of the hardware (e.g., non-compliance with the relevant user manual), changes to the hardware by the Customer or third parties engaged by the Customer, or other circumstances for which the Customer is responsible.

1.1.5. The performance of maintenance is subject to the proviso that netgo itself is supplied on time and in accordance with the Contract by its respective upstream supplier.

1.2. Performance period

1.2.1. Maintenance work is carried out during netgo's normal business hours.

1.2.2. The repair work will be carried out after receipt of the fault report during netgo's normal business hours. The Customer shall ensure that operations are interrupted during the maintenance work.

1.3. Place of performance

1.3.1. The place of performance for the maintenance of the Customer's hardware is the agreed operating site of the Customer and the installation location specified there.

1.3.2. The Customer must notify netgo in writing at least two months in advance of the relocation of hardware to a location other than the agreed place of performance. In this case, netgo will continue the maintenance if this does not involve any increased expense. If the implementation affects the cost of providing the service, netgo shall be entitled to demand payment of a fee appropriate to the changed circumstances.

2. Acceptance

Maintenance services shall be deemed to have been accepted by the Customer 14 calendar days after completion of the services unless the Customer has given notice of material defects in "text form" within the aforementioned period.

3. Special duties and obligations of the Customer

3.1. The Customer shall ensure that all necessary provision and cooperation services are provided on time, to the required extent, and free of charge to netgo.

3.2. The Customer shall provide netgo's employees with all necessary support for their work at the Customer's premises.

3.3. Proper troubleshooting requires that

- the Customer properly backs up potentially affected data before rectifying the error;
- the error is sufficiently described by the Customer and can be determined by netgo;
- detected errors are reported with an error message in the intended form;
- the documents required to rectify the error are made available to netgo for inspection;
- the Customer has not interfered with or modified the hardware;
- the hardware is operated under the intended operating conditions with all available updates in accordance with the technical product description;
- the Customer informs netgo unsolicited and immediately in "text form" if particularly sensitive data (e.g., personal data) may be affected.

3.4. If the Customer does not provide a required cooperation service, does not provide it on time, or does not provide it in the agreed manner, the resulting consequences (e.g., delays, additional expenses) shall be borne by the Customer on the

basis of the agreed hourly rates. If no hourly rates have been agreed, the current hourly rates in the netgo price list shall apply.

4. Warranty

4.1. If the performance of the service (Clause 1.1) is defective in a way that not insignificantly impairs its contractual use, the Customer shall initially have the right to rectification or replacement (supplementary performance) at netgo's discretion. If the Customer has set netgo a reasonable deadline for supplementary performance following an initial request and netgo refuses to provide supplementary performance, or if this fails, the Customer shall reserve the right to demand either the rescission of the Contract or a reduction in the remuneration with regard to the rectification of the defect. In the event of an insignificant deviation in the service that does not restrict its functionality, the Customer may only demand a reduction in the remuneration.

4.2. If netgo has provided services for a defect search after a fault has been reported, and there is no material defect, the Customer shall bear the costs incurred as a result. The calculation of costs shall be based on the remuneration rates of netgo applicable at the time the service is provided.

F. Special provisions for the rental of software/computer capacities

1. netgo services

1.1. Scope of services

The services include temporarily providing a software application via the Internet and providing storage capacity for the Customer's application data. Details are regulated in the Contract (in particular, the service description).

1.2. Availability

Netgo provides the aforementioned services with an overall availability of 98.0% at the transfer point of its own data communication network to the Internet. Availability is calculated on the basis of the time allotted to the respective calendar month in the Contract period minus maintenance times. Netgo is entitled to carry out maintenance work for a total of 12 hours per calendar month. The aforementioned services are not available during maintenance work.

1.3. No warranty liability

The no-fault claim for damages pursuant to Section 536a (1) alternative 1 German Civil Code (BGB) is excluded.

2. Duties and obligations of the Customer

2.1. The Customer has the following obligations in particular:

2.1.1. The services may not be misused, in particular,

- no information with illegal or immoral content may be transmitted or posted on the Internet, and no reference may be made to such information. This includes, in particular, information that serves to incite hatred within the meaning of Sections 130, 130a, and 131 of the German Criminal Code (StGB), incites criminal acts or glorifies or trivializes violence, is sexually offensive, is pornographic within the meaning of Section 184 of the German Criminal Code (StGB), is likely to seriously endanger the morals of children or young people or impair their well-being or could damage the reputation of netgo. The provisions of the German Interstate Treaty on the Protection of Minors in the Media and the Youth Protection Act must be observed.
- the national and international copyrights and trademark rights, patent rights, name rights, and trademark rights, as well as other industrial property rights and personal rights of third parties, must be observed.

2.1.2. The Customer is obliged to inform its users of the details of this Contract, in particular, the rights and obligations in accordance with the General Terms and Conditions, in good time before the start of use. The Customer shall be liable for all breaches of duty by its users and other third parties who commit breaches of duty within the Customer's sphere of control unless they can prove that it is not responsible for the breaches of duty.

2.1.3. Personal access data (username and password) must not be disclosed to third parties and should be securely stored to prevent access by third parties. For safety reasons, this must be changed before initial commissioning and then at regular intervals. If there is reason to suspect that unauthorized persons have gained knowledge of the access data, the Customer must change it immediately. They may only be stored on PCs, USB sticks, and CD-ROMs in encrypted form.

2.2. Netgo shall be entitled to block the service at the Customer's expense in the event of serious breaches of the obligations incumbent on the Customer and in the event of reasonable

grounds for suspecting a breach of obligations in accordance with Clause 2.1.

3. Rights of use

- 3.1. The Customer and the users set up by them shall receive the non-exclusive right, limited to the period of use or contract term, to access the software functionalities via the Internet. The Customer shall not receive any further rights.
- 3.2. When renting, the Customer accepts the manufacturer's license conditions (e.g., "End User License Agreements"), which take precedence in this respect and which will be made available to the Customer on request before the Contract is concluded.
- 3.3. The Customer is not entitled to use the software beyond the use permitted in accordance with this Contract, to have it used by third parties, or to make it accessible to third parties. In particular, the Customer is not permitted to reproduce or sell the software or parts thereof.
- 3.4. Upon request, the Customer shall provide netgo with all information required to assert claims against third parties, in particular their name and address, and shall immediately inform netgo of the nature and extent of its claims against them arising from the unauthorized provision of the program.
- 3.5. The Customer must also pay the prices incurred by the users set up and thus authorized by him. The same shall apply in the event of unauthorized use by other third parties if and to the extent that the Customer is responsible for such use.

G. Special provisions for the sale of software

1. netgo services

- 1.1. The scope of delivery and services of the software, as well as the approved operating environment, are set out in the respective contract, the product description, and the user manual. The product description and user manual are always written in the language of the manufacturer.
- 1.2. The software is provided for download in object code.
- 1.3. The Customer receives a digitized authorization certificate with a license key or a user name with access data from netgo.
- 1.4. Netgo does not provide any installation or configuration services unless this is expressly agreed between the parties.

2. Rights of use

- 2.1 After full payment, netgo shall grant the Customer an unlimited, non-exclusive, and non-sublicensable right to use the software and the associated documentation or online help on the operating systems described in the Contract for the Customer's own internal use.
 - 2.1. In the case of third-party software, the Customer accepts the manufacturer's license conditions ("End User License Agreements"), which take precedence in this respect and are made available to the Customer on request prior to the conclusion of the Contract.
 - 2.2.
 - 2.3. The Customer may make a full copy of the software for backup purposes. The Customer must mark this as a backup copy and provide it with the copyright notice of the original data carrier. Furthermore, the Customer is not authorized to copy the software. The partial reproduction of the written material for internal purposes is permitted insofar as this is necessary for the intended use of the software. Any additional manuals that may be required can be obtained from netgo.
 - 2.4. When reselling the software, the Customer may transfer rights to the software and the user manual to the same extent as they are transferred to them for the fulfillment of this Contract. The Customer is obliged to hand over copies of the program or to destroy copies that have not been handed over and to contractually oblige the third party to use the software and the user manual only to the extent specified in Clause 3.1 of these contractual terms and conditions.
 - 2.5. Unless expressly permitted under copyright law or by contract, the Customer may not reverse-engineer, disassemble, or decompile the software or have it done by third parties.
 - 2.6. For each culpable case of use of the software and the user manual in breach of contract, in particular, the enabling of the use of the software and the user manual by unauthorized third parties, the production of an unauthorized copy, or the use of the software on other computers, the Customer shall pay damages in the amount of the purchase price in each case. The compensation shall be set higher or lower if netgo proves a higher loss or the Customer proves a lower one. Netgo reserves the right to assert further claims for damages.
 - 2.7. Upon request, the Customer shall provide netgo with all information required to assert claims against third parties, in

particular their names and addresses, and the nature and extent of any claims against them arising from the unauthorized provision of the program.

3. Material defect

- 3.1. Netgo guarantees that the software fulfills the functions described in the associated documentation, provided that the software is used on the operating system described in the contract.
- 3.2. If the software is defective, the Customer may, at netgo's discretion, demand rectification or replacement (supplementary performance). In the event of only an insignificant deviation from the agreed quality, the Customer may only demand a reduction in payment. There shall be no claim for a material defect in the event of an insignificant deviation of netgo's performance from the contractually agreed quality that does not restrict the functionality.
- 3.3. If netgo has provided services for a defect search after a fault has been reported, and there is no material defect, the Customer shall bear the costs incurred as a result. The calculation of costs is based on the netgo remuneration rates applicable at the time the service is provided.
- 3.4. Liability for material defects shall lapse for services provided by netgo that the Customer modifies or interferes with in any other way unless the Customer can prove that the interference is not the cause of the defect. Liability for material defects shall also expire if the Customer does not notify netgo of a defect in writing immediately after it becomes apparent or if the service is not used under the contractually agreed conditions in accordance with the documentation.
- 3.5. For a proper rectification of defects, it is necessary that the Customer describes the defect sufficiently and that it can thus be determined by netgo. Furthermore, netgo must be provided with the necessary documents for the rectification of defects for inspection.
- 3.6. Claims by the Customer for expenses incurred for the purpose of supplementary performance, in particular transport, labor, and material costs, are excluded if the expenses increase because the object of performance was subsequently moved to a place other than the contractually agreed place of performance.
- 3.7. The elimination of software defects is carried out at netgo's discretion, either by providing a new version of the software or by working around errors. Until a new change status is provided, netgo shall provide an interim solution to circumvent the defect, if this is possible and reasonable for netgo with reasonable effort.
- 3.8. Claims of the Customer due to a material defect shall become time-barred one year after the start of the statutory limitation period.

H. Special provisions for the sale of hardware

1. Scope of delivery and services

- 1.1. The scope of delivery and performance of the hardware, as well as the approved operating environment, can be found in the respective product description, supplemented by the user manual. The product description and user manual are always written in the language of the manufacturer.
- 1.2. If the delivery of the hardware includes software that is absolutely necessary for its functionality, the Customer shall only receive a right to use this software with this hardware. Other software is subject to separate regulations.

2. Default

If the Customer does not accept the hardware on the agreed date, netgo may set a reasonable grace period for acceptance. After the unsuccessful expiry of the grace period, netgo shall be entitled—without prejudice to its statutory rights arising from default—to withdraw from the purchase contract and to demand liquidated damages in lieu of performance in the amount of 20% of the purchase price, payable immediately in one sum, as well as compensation for services already rendered. The amount shall be set higher or lower if netgo proves a higher loss or the Customer proves a lower one.

If netgo is unable to meet binding delivery deadlines for reasons for which it is not responsible (non-availability of the service), the Customer shall be informed of this immediately, and the expected new delivery deadline shall be communicated at the same time. If the service is also not available within the new delivery period, netgo shall be entitled to withdraw from the Contract in whole or in part; any consideration already provided by the Customer shall be reimbursed accordingly without delay. Non-availability of the

service exists, for example, in the event of late delivery by a supplier of netgo, if a congruent hedging transaction has been concluded, in the event of other disruptions in the supply chain, for example, due to force majeure or if there was no obligation to procure in individual cases.

3. Material defect

- 3.1. If the hardware has defects that impair its contractual use to a more than insignificant extent, the Customer shall initially have the right to rectification or replacement (supplementary performance) at netgo's discretion. If the Customer has set netgo a reasonable deadline for supplementary performance after an initial request and netgo refuses supplementary performance or if this fails, the Customer reserves the right to demand either the rescission of the Contract or a reduction of the purchase price. In the event of an insignificant deviation in performance that does not restrict the functionality, the Customer may only demand a reduction in the purchase price.
- 3.2. Liability for material defects shall lapse for services provided by netgo that the Customer modifies or interferes with in any other way unless the Customer proves in connection with the notification of defects that the interference is not the cause of the defect. Liability for material defects shall also expire if the Customer does not notify netgo of a defect in writing immediately after it becomes apparent or if the service is not operated under the contractually agreed conditions in accordance with the product description and the user manual.
- 3.3. The Customer is entitled to warranty rights against netgo in accordance with Clauses 3.1 and 3.2 for one year from delivery or acceptance of the respective service. This limitation does not apply to claims for damages based on the violation of claims for supplementary performance in the event of defects by netgo. Claims for damages based on refused supplementary performance can only be asserted within the statutory limitation period if the claim for supplementary performance has been asserted by the Customer within the shortened period for claims for material defects.
- 3.4. If netgo has provided services for a defect search after a fault has been reported, and there is no material defect, the Customer shall bear the costs incurred as a result. The calculation of costs is based on the netgo remuneration rates applicable at the time the service is provided.