# AUXALIA GMBH
# GENERAL TERMS AND CONDITIONS

## TABLE OF CONTENTS

## 1 SCOPE OF APPLICATION

1.1 **Subject matter of the contract.** These General Terms and Conditions (hereinafter **"GTC"**) apply to all services, including future services, of auxalia GmbH, Schellerdamm 16, 21079 Hamburg, Germany (hereinafter **"auxalia"**) in connection with the provision of in-house developments and software programs of third-party software manufacturers (on-prem) as well as the provision of software programs of third-party software manufacturers for browser-based use via the Internet, including support and IT services. IT services within the meaning of these GTC are in particular implementation, configuration, customizing, training and IT consulting.

1.2 **Contractual terms of the customer.** Conflicting or additional contractual terms and conditions of the customer only apply if auxalia expressly confirms them in writing.

## 2 OFFERS; CONCLUSION OF CONTRACT; SUBCONTRACTORS

2.1 **Conclusion of contract.** A contract is concluded upon acceptance of the offer submitted by auxalia to the customer, but at the latest upon acceptance of the delivery or use of the services (**"individual contract"**).

2.2 **Order of precedence.** If these GTC and an individual contract contain different provisions on the same subject matter, the provisions of the individual contract will take precedence.

2.3 **Subcontractors.** auxalia is entitled to provide the contractually owed services through qualified subcontractors.

## 3 PROVISION OF SOFTWARE PROGRAMS (ON-PREM)

3.1 **Software license.** If the subject of the contract is the provision of software programs, auxalia grants the customer a non-exclusive right to use the software as intended for the contractually agreed duration of the right of use.

3.2 **Authorized user (auxalia software).** If the subject of the contract is the provision of software programs which are distributed as auxalia's own software programs (hereinafter "**auxalia software**"), the following users are entitled to use the software:

3.2.1 **Named User.** If the customer acquires a license limited to the number of named users ("named user"), the customer is entitled to install the auxalia software on workstations of its named employees and third parties, insofar as they are working for and on behalf of the customer, and the named users are entitled to use the auxalia software on these workstations for the customer's purposes. If the named user license is subject to a usage-based calculation (e.g. flex model), the customer will not use the software beyond the usage volumes (e.g. tokens) purchased by him.

3.2.2 **Network license.** If the customer acquires a network license, the customer is entitled to install the auxalia software on hardware or IT infrastructure operated by it or on its behalf and to make it accessible to its employees and third parties, insofar as they work for and on behalf of the customer, for use for the customer's purposes, provided that the number of users using the auxalia software at any one time does not exceed the contractually agreed maximum number of users ("concurrent users").

3.3 **Authorized users (third-party software).** If the subject of the contract is the provision of third-party software, the user authorizations in accordance with the individual contract and the terms of use of the third-party manufacturer's contractual terms included in the individual contract apply.

3.4 **Education version.** If the customer purchases an education version, he will only install the software on his own computer or the computer of the university at which he is enrolled and use the software solely for his own educational purposes as part of his studies. The customer will not use the education version commercially.

3.5 **Term.** The term begins with the provision of the software, unless otherwise specified in the individual contract. If auxalia is responsible for the installation of the software, the software will be provided upon installation. If the customer acquires a time-limited license, the term ends after one year, calculated from the start of the term, unless otherwise specified in the individual contract. The term shall be automatically extended by terms of one year each if it is not terminated in writing by one of the parties at least 3 months before the end of the respective term. Notice of termination must be given in writing. Contractual rights of termination granted to the parties and the right to terminate for good cause remain unaffected.

3.6 **Transferability.** The rights of use granted to the customer are not transferable. This does not apply to the transfer of rights of use to software programs for which auxalia has granted the customer a right of use for an indefinite period in return for a one-off payment (software purchase). If the customer transfers the right to use the software in the event of a software purchase, the customer's right of use will automatically expire with the transfer. This shall not affect the prohibition on transferring the software to third parties on a rental basis.

3.7 **Condition precedent.** If the customer acquires a license for an indefinite period, the granting of rights is subject to the condition precedent of full payment of the purchase price in accordance with section 8.2. auxalia will tolerate the use of the software in the manner described above until full payment has been made. This tolerance is revocable if the customer defaults on payment.

3.8 **System requirements.** When installing and using the software, the customer will observe and ensure the system requirements recommended or prescribed by auxalia or, in the case of the purchase of third-party software, by the third-party provider

3.9 **License key.** The license key (license manager) required for the installation of the software serves to facilitate proof of the customer's authorization. Its possession or use alone does not grant any right to use the software. Such a right only arises from an agreement with auxalia or a statutory provision. The customer will always use the latest version of the license manager for the software.

3.10 **Restrictions and prohibitions on use.** The customer is not entitled to the following actions:

3.10.1 Modifying, adapting, translating, editing, arranging or otherwise reworking the software or reproducing the results obtained thereby, unless these actions are necessary for the intended use of the software, including the correction of errors by the person authorized

to use the program, and auxalia has offered to remove the obstacle to the intended use within a reasonable time and, in the case of an order, has done so;

3.10.2 Disassembling, decompiling, reverse-engineering or using any other method to obtain the source code, unless these actions are necessary to establish the interoperability of an independently created computer program with other programs and auxalia has not made the necessary information available within a reasonable period of time;

3.10.3 Reproduction of the software with the following exceptions: Installation and running in accordance with clauses 3.1 and 3.2 above, creation of a backup copy which must be marked as such;

3.10.4 Removal or modification of trademarks, copyrights or other proprietary notices of the software;

3.10.5 Lending, renting, leasing or other temporary transfer of the software to third parties;

3.10.6 Use of the software on behalf of a third party, e.g. as Software as a Service (SaaS) or as an Application Service Provider (ASP).

3.11 **Maintenance.** With the purchase of a temporary license for auxalia software, the customer is also entitled to its maintenance during the term of the license. Maintenance includes the delivery of new versions of the software affected by the maintenance, including upgrades and updates as well as patches and bug fixes issued by Quanos. The software supplied as part of maintenance is subject to the terms of use of the originally purchased software. The maintenance of software programs from third-party software manufacturers is subject to the maintenance conditions of the respective software manufacturer.

3.12 **Data transfer (auxalia software):** For troubleshooting purposes and to improve the auxalia software, the logger integrated in the auxalia software sends the following data to a server operated by auxalia or on behalf of auxalia: User IP, machine name, user name, error message generated by the program. The data is used exclusively to improve support and improve the auxalia software; it is not forwarded to third parties.

3.13 **Infringement of rights.** The customer will inform auxalia immediately as soon as it becomes aware of the infringement of an industrial property right or copyright to the software or the disclosure of user IDs or passwords to unauthorized users.

3.14 **Inspection rights.** auxalia has the right, in consultation with the customer, to carry out inspections or have them carried out by inspectors to be named in individual cases in order to check the customer's compliance with the terms of use. auxalia is entitled in particular to satisfy itself of the customer's compliance with these terms of use in its business operations by means of inspections, which must generally be notified in good time.

3.15 **Obligation of users and a purchaser.** The customer shall oblige the authorized users  and, in the case of the transfer of the software in accordance with Section 3.6, the purchaser, to comply with the terms of use of these GTC, the individual contract and, in the case of third-party software, the contractual terms of the third-party manufacturer

included in the individual contract. The declaration of commitment must be in text form and must be sent to auxalia on request.

3.16    **Executable version.** The object of the software owed is the software as an executable version in object code. The source code of the software is not owed.

**4    PROVISION OF SOFTWARE AS A SERVICE**

If the customer purchases third-party software programs (**"third-party providers"**) from auxalia for browser-based access via the Internet, the following conditions of this section 4 apply.

4.1    **Provision of services.** The third-party provider shall make the software programs described in the individual contract available to the customer, subject to the availability specified in Section 4.8 of these GTC, on a central data processing system or several data processing systems (also referred to as **"servers"** in the following) for access via an Internet connection (hereinafter, including the storage space in accordance with Section4.2 **, "Services"**). The software shall not be provided to the customer.

4.2    **Provision of storage space.** Subject to the availability specified in Section 4.8 of these GTC, the third-party provider shall provide storage space on the server for the data uploaded to the server by the customer and their authorized employees (hereinafter referred to as **"customer data"**) during the term of the contract.

4.3    **Term.** The customer's authorization to use the services (hereinafter **"service term"**) begins with the provision and accessibility of the software program on the server. Unless otherwise specified in the individual contract, the service term ends after one year in each case, calculated from the start of the service term (hereinafter **"initial term"**), and the service term is automatically extended by terms of one year each (hereinafter **"extension term(s)"**) if it is not terminated in writing by the customer at least 4 months or by auxalia at least 2 months before the end of the respective term. The contractual rights of termination granted to the parties and the right of each party to terminate for good cause remain unaffected.

4.4    **Rights to use third-party software.** The subject matter and scope of the rights to use the software of third-party providers (including any limitations on the number of users and the volume of use) are set out in the individual contract and in the respective terms of use of the third-party provider, which auxalia will inform the customer of before concludes an individual contract (hereinafter **"third-party provider contract"**). Upon conclusion of the individual contract, the third-party provider contract between the respective provider of the third-party software and the customer applies. In addition, the customer undertakes to auxalia to comply with the terms and conditions of the third-party contract.

4.5    **Handover.** The services will be handed over at the technical transition point of the data center where the server is located. The customer is responsible for the Internet connection between the customer and the data center and the hardware and software required for this (e.g. PC, network connection) as well as the configuration of the customer's IT environment required for access to the services (e.g. firewall settings).

4.6    **Customer data.**

4.6.1 **Use of customer data.** The customer grants auxalia and the third-party provider the non-exclusive right to use the customer data to fulfill auxalia's obligations under this contract, in particular to reproduce this customer data itself or through a subcontractor for the purpose of providing the services on the server and to make it accessible to authorized users.

4.6.2 **Customer data upon termination of the contract.** The customer must send auxalia its request for the return of customer data in writing at least 30 calendar days before the end of the service term. auxalia reserves the right to charge the customer for activities relating to the provision and transmission of customer data at its applicable list prices.

4.7 **Further development.** The software is subject to continuous further development. However, the basic functions will always remain the same. In addition, the third-party providers are free to add functions to the software at any time or to remove functions that are no longer useful, taking into account the interests of the customer.

4.8 **Availability.** auxalia guarantees an availability of the services of 98% per month in relation to the transfer point specified in Section 4.5 of these GTC. This availability is calculated as follows:

$$\frac{Gesamtzahl\ der\ Minuten\ im\ Kalendermonat - Ausgeschlossene\ Ausfallzeiten\ -\ Ausfallzeit}{Gesamtzahl\ der\ Minuten\ im\ Kalendermonat - Ausgeschlossene\ Ausfallzeiten} * 100$$

Excluded from availability are the total number of minutes per month attributable to the following (**"Excluded Downtime"**): (i) announced maintenance work, (ii) suspension of services due to a circumstance for which the customer is responsible, and (iii) periods of unavailability due to factors beyond auxalia's control, e.g. due to unforeseeable events which cannot be prevented even by exercising reasonable care.

4.9 **Obligations of the customer**

4.9.1 **Protection of data privacy.** When using the services, the customer will comply with the applicable data protection laws, in particular obtain the necessary consent of the persons concerned, insofar as the customer collects, processes or uses personal data when using the service and no other legal permission applies.

4.9.2 **Protection of third-party rights.** The customer shall ensure that it respects all third-party rights to the content used by the customer (e.g. when transmitting third-party texts/data to the server).

4.9.3 **Virus protection.** Before sending customer data to the server, the customer shall check it for viruses and use state-of-the-art virus protection programs.

4.9.4 **No misuse.** The customer will not use the services improperly or allow them to be used improperly, and in particular will not use on the server any unlawful or immoral content and/or content that serves to incite hatred, incites criminal acts or glorifies or trivializes violence, is sexually offensive or pornographic, is likely to seriously endanger the morals of children or young people or impair their well-being or could damage the reputation of auxalia or the third-party provider, and will not draw attention to such content.

4.9.5   **Protection against unauthorized access.** The customer shall take reasonable precautions to prevent unauthorized access to the Services, in particular to protect the Services from unauthorized use. The customer is obliged to keep user IDs and passwords secret and not to make them accessible to unauthorized third parties. The customer must expressly ensure that authorized users comply with these conditions.

4.9.6   **Duty to inform in the event of infringement of property rights.** The customer will inform auxalia immediately as soon as it becomes aware of the infringement of an industrial property right or copyright in the software or the service or the disclosure of user IDs or passwords to unauthorized users.

4.10    **Blocking of access.** auxalia is entitled to temporarily or permanently block access to the services or have access blocked if there are concrete indications that the customer is violating or has violated these GTC, the contract and/or applicable law or if auxalia has another legitimate interest in blocking **access**. When deciding whether to block access, auxalia will take appropriate account of the customer's legitimate interests.

## 5   SUPPORT

If the customer also purchases support (individually or as an integral part of the software product) in addition to the provision or making available of software programs, auxalia will provide technical support during the term of the contract in accordance with the Support Policy attached as **Annex 1** to these GTC. Different support conditions may apply to support for software programs from third-party software manufacturers.

## 6   TEST VERSIONS

Trial versions may have limited functionality and are intended for demonstration or testing purposes only. Commercial use of test versions is prohibited.

## 7   IT SERVICES

7.1   **Obligations of auxalia.** If the customer purchases IT services from auxalia, auxalia will provide the services specified in the individual contract. auxalia does not owe any further services. auxalia will provide the agreed services in accordance with the state of the art and in accordance with the service description and using professional expertise. auxalia is entitled to replace employees with other qualified employees or service providers at any time. Unless expressly stipulated otherwise in individual contracts, auxalia is not obliged to achieve specific results.

7.2   **Obligations of the customer to cooperate.** The customer will provide the cooperation services agreed in the individual contract (e.g. provision of infrastructure, personnel, hardware, documents, organizational support). Unless otherwise specified in the individual contract, the customer's personnel will be available to respond to auxalia's inquiries within one working day. auxalia may request the replacement of the customer's employees who are to cooperate if the employee to be replaced is not qualified or willing to cooperate. The customer is responsible for the practical implementation of the services owed, even if the customer and auxalia jointly draw up a plan for the practical implementation of the services owed.

7.3 **Deadlines.** If individual contracts provide for certain deadlines for the provision of contractually owed services or certain parts thereof (milestones), these deadlines are only estimated dates and are not binding unless they are expressly marked as binding.

7.4 **Work results.** Work results owed by auxalia will be checked and accepted by the customer in accordance with the contractually agreed criteria and tests if the work results are ready for acceptance. The customer will inform auxalia immediately in writing of any defects discovered during the acceptance test, including an appropriately detailed specification of the nature and conditions of these defects ("defect report"). The work results are deemed to have been accepted if no defect report is received by auxalia within 4 weeks of delivery. auxalia and its licensors remain the owners of all rights to the work results. Unless otherwise agreed in individual contracts, the customer is granted a worldwide, non-exclusive right to use the work results as intended. If work results are integrated into auxalia's software programs, auxalia grants the customer the same rights to the work results as to the software programs in other respects.

## 8 FEES AND TERMS OF PAYMENT

8.1 **Remuneration determined in the individual contract**. The amount and type of remuneration are specified in the individual contract. In addition, the following provisions apply to the remuneration.

8.2 **One-off payment for perpetual licenses.** The remuneration for the provision of software licenses granted for an indefinite period in return for a one-off payment (software purchase) is due for payment upon conclusion of the contract and receipt of the invoice by the customer.

8.3 **Recurring remuneration.** Unless otherwise stipulated in the individual contract, recurring remuneration for the provision of software licenses granted for a limited period of time, services as well as maintenance and support for the first year of the contract shall be due for payment in advance within 10 days of receipt of the invoice. The fee for renewal terms is due for payment in advance before the start of the contract year.

8.4 **Price adjustment.** auxalia is entitled to reasonably adjust the amount of the fees listed in Section 8.3 on an annual basis. In the event of an adjustment, auxalia will take into account changes in the costs of wages, salaries and the costs of purchasing IT services that have occurred in the meantime. An adjustment will take effect on the date specified by auxalia, but at the earliest one month after the customer receives notification of the adjustment. In the event of an increase in fees of more than 5% in each case, the customer is entitled to terminate the contract extraordinarily. The termination must be declared in writing immediately after receipt of the notification of the increase with effect from the date on which the increase takes effect.

8.5 **Remuneration for IT services.** The following conditions apply to the provision of IT services:

(a) If the remuneration is based on time spent, auxalia will invoice the customer at the end of the month for the remuneration for the work performed in the month on a time and material basis at the agreed hourly or daily rates. Unless expressly agreed otherwise, the expenditure shown in an offer from auxalia is an estimate of the expenditure involved.

(b) If the parties agree on a lump-sum payment, auxalia is entitled to charge the customer advance payments in the amount of the value of the services provided by auxalia and owed under the contract.

8.6 **Costs (IT services).** Unless otherwise agreed, the customer will bear the material costs, travel costs and expenses incurred by auxalia in connection with the provision of IT services. Travel costs and expenses will be charged according to actual expenditure and at flat-rate expense rates in accordance with the applicable statutory regulations. Travel time will be charged at the same hourly rate as working time. If, in individual cases, travel time is not charged at hourly rates, an appropriate hourly rate will be used to calculate the travel time, taking into account the qualifications.

8.7 **Net prices.** All prices are net prices plus the applicable statutory value added tax.

8.8 **Offsetting; retention.** Offsetting or retention is only permitted on the basis of undisputed or legally established counterclaims of the customer.

## 9 WARRANTY

9.1 **Subsequent performance**. If, in individual cases, auxalia owes the provision of a software license for an indefinite period (software purchase) or a performance-oriented activity under a contract for work and services or a contract for work and materials and auxalia has not provided the service free of material defects or defects of title, auxalia is obliged to remedy the defect or supply a replacement (collectively **"subsequent performance")** at its own discretion if the customer requests subsequent performance. If the subsequent performance fails, the customer may, at its discretion, withdraw from the contract or reduce the remuneration. Failure to remedy a defect will only be deemed to have occurred if it is impossible, if auxalia refuses to do so or delays it in an unreasonable manner, if after a second attempt at subsequent performance there are reasonable doubts as to the prospects of success or if a further attempt at subsequent performance is unreasonable for the customer for other reasons. The provision of a workaround as a temporary solution must be taken into account when weighing up the circumstances. The statutory cases of dispensability of setting a deadline remain unaffected.

9.2 **Statute of limitations.** Claims for defects under sales law, in particular claims for defects in the purchase of software, shall become time-barred 12 months after delivery, claims for defects under contracts for work and services 12 months after acceptance. Excluded from this are claims for damages and claims for defects in the event of fraudulent concealment of a defect.

9.3 **Exclusion of liability for damages regardless of fault.** If auxalia owes the provision of a temporary license and/or services, auxalia's strict liability for damages for defects already existing at the time the contract was concluded (Section 536a (1) BGB) is excluded.

9.4 **De minimis.** There are no claims for defects for insignificant deviations from the agreed quality which do not particularly hinder the use of the service.

9.5 **Compensation for damages.** The customer is only entitled to claims for damages due to defects insofar as auxalia's liability is not excluded or limited in accordance with Section 10 of these GTC.

## 10 LIMITATION OF LIABILITY

10.1 **Intent and gross negligence**. auxalia has unlimited liability for damage caused intentionally or by gross negligence.

10.2 **Slight negligence.** In the event of a slightly negligent breach of a primary obligation or a secondary obligation, the breach of which jeopardizes the achievement of the purpose of the contract or the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer may rely (hereinafter **"material secondary obligation"**), auxalia's liability is limited to damages foreseeable at the time of conclusion of the contract and typical for this type of contract. auxalia is not liable for slightly negligent breaches of ancillary obligations that are not essential ancillary obligations. However, the above limitations and exclusions of liability do not affect auxalia's liability for a guarantee of quality, for fraudulent intent, for damages resulting from injury to life, limb and health or for product defects in accordance with the German Product Liability Act. This does not imply a change in the burden of proof to the detriment of the customer.

10.3 **Beneficiaries.** Insofar as liability is excluded or limited under this Section 10, this also applies to the personal liability of auxalia's employees, staff, representatives and vicarious agents.

## 11 CONFIDENTIALITY; REFERENCE CUSTOMER; DATA; DATA PROTECTION

11.1 **Confidentiality.** The parties undertake to maintain the strictest confidentiality about all confidential processes, including know-how and trade and business secrets, of the other party that come to their knowledge in the course of performing the contract and not to disclose them or use them in any other way. This applies to any unauthorized third parties, unless the disclosure of information is necessary for the proper execution of the contract.

11.2 **Reference.** auxalia is, however, entitled to use the customer's name and logo on the auxalia website, in financial reports, press releases and brochures and on customer lists to indicate that the customer is an auxalia customer.

11.3 **Compliance with data protection.** If the customer commissions auxalia with the collection, processing and use of personal data or if auxalia gains access to personal data used by the customer during the performance of the contract, auxalia undertakes to process and use this data only in accordance with the provisions of data protection law, in particular those of the General Data Protection Regulation (GDPR).

11.4 **Order processing.** All personal data transmitted by the customer to the server or entered on the server is processed on behalf of the customer. The contractual conditions on order processing (Art. 28 para. 3 GDPR) apply between the parties, which can be viewed, downloaded and printed out at www.auxalia.com/agb

## 12 MISCELLANEOUS

12.1 **Severability clause.** Should individual provisions of the contract be or become invalid in whole or in part, 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 economic purpose of the invalid provision. The same applies to any loopholes in the contract.

12.2 **Transfer.** auxalia is entitled to transfer the contract to a company affiliated with auxalia and to a purchaser of the part of the company relating to the subject matter of the contract. The customer hereby agrees to such a transfer of the contract.

12.3 **Reservation of right of amendment.** During the term of the contract, auxalia may amend the GTC in order to (1) adapt the GTC to new statutory requirements or a change in supreme court rulings, (2) eliminate doubts as to interpretation or (3) adapt the GTC to changes in technological developments or market conditions. auxalia will inform the customer of such changes to these GTC in text form at least 4 weeks before the change comes into effect. If the customer does not object to an amendment within 4 weeks of receipt of the notification, the amendments will be deemed to have been effectively agreed. auxalia will inform the customer separately of the right of objection and the consequences of remaining silent when informing the customer of the amendments.

12.4 **Place of jurisdiction.** The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Hamburg. auxalia is also entitled to take legal action at the customer's place of business or another competent court.

12.5 **Applicable law.** German law applies with the exception of its provisions on the choice of law, which would lead to the application of a different legal system. The application of the CISG ("UN Sales Convention") is excluded.

Status August 2025

## 1. Subject of support

auxalia will provide support to resolve technical problems during the term of the license or service period.

The support request can be made as follows via the addresses / numbers below:

- auxalia Support Center by e-mail to: support@auxalia.com

- Help Desk Ticket System (standard procedure for submitting error messages). Support questions are listed in the help desk ticket system. Support activities and inquiries can be evaluated at any time.

- Online remote maintenance via

  - GoToAssist Helpdesk: The relevant details are sent to the customer in the event of a support case

  - By telephone: Tel +49 40 970 787-99 with a brief description of the support problem. Following the error message, the customer will be called back by a support employee.

The customer will cooperate in isolating errors. In particular, he will provide auxalia with verifiable documentation on the type and occurrence of the reported error and indicate how the error manifests and affects itself and under what circumstances it occurs.

auxalia will process the support request within 24 hours of receiving it and provide an initial status report. If the support request is received outside support hours, this period begins at the start of the support period following the support request. Days outside the support hours are not taken into account when calculating the period.

auxalia will use reasonable endeavors to help solve a problem or rectify an error in the software or services. Within the scope of support, auxalia is not responsible for successfully solving the problem or eliminating the error. The customer's claims arising from liability for defects remain unaffected by this.

## 2. Support times

Support services are provided by auxalia on working days Monday to Thursday from 8.30 a.m. to 5.00 p.m. and Friday from 8.30 a.m. to 3.00 p.m.. Excluded from this are national holidays as well as December 24 and the period between December 27 and December 31.

## 3. Service level

In all other respects, auxalia will provide the services agreed in the individual contract in accordance with the support level booked by the customer.