

General terms and conditions (GTC) of avasis unity GmbH

1. Applicability

- 1.1. These GTC apply to all consulting and software implementation services of avasis unity GmbH (hereinafter "avasis unity") as well as to the provision of third-party software.
- 1.2. The provision software may be subject to separate general terms and conditions and license provisions issued by the respective software manufacturer, which may contain provisions deviating from and taking precedence over these GTC, in particular with regard to warranty and usage rights as well as liability.
- 1.3. General terms and conditions of the customer shall apply to this contract only if and to the extent that we have explicitly accepted their application. This requirement of acceptance applies in all cases, including, for example, if the customer has referred to its GTC in the context of placing its order and we have not explicitly rejected any such references.

2. Consulting and IT services

- 2.1. avasis unity provides in particular services with respect to third-party software such as process consulting and data transfer, installation, setup, customer-specific adaptations, training and support services (non-exhaustive list).
- 2.2. All offers of avasis unity are indicative and non-binding. This provision applies even if catalogues, technical documentation, other product descriptions, or documents—including in electronic form—are made available to the customer.
- 2.3. An order placed by the customer is a binding contract offer. Acceptance can take place either by written acceptance (e.g., by confirmation of the order) or performance of delivery. If the scope of services of avasis unity changes due to technical and/or legal changes, avasis unity reserves the right to adjust services and prices to a corresponding extent.
- 2.4. Dates and deadlines are always approximate values and not binding commitments, unless these are explicitly designated as binding dates and deadlines. If avasis unity is waiting for the customer to cooperate or provide information, or is prevented from rendering its services due to force majeure or other circumstances beyond its control, execution deadlines shall be extended accordingly. Item 15.4 shall apply accordingly.
- 2.5. avasis unity is entitled to have the contractually agreed services rendered in whole or in part by third parties.

3. Duties and collaboration of the customer

- 3.1. The customer is obligated to provide avasis unity with the necessary information and access, in particular the necessary network and system access and, if applicable, appropriate premises, for the performance of the contractual services free of charge.
- 3.2. The customer shall name one or more contact persons to avasis unity, who shall provide the information required for the performance of the contract free of charge, who shall be available for questions and further information, and who shall be authorized to make or immediately bring about necessary decisions autonomously.

4. Premature termination of the contract

- 4.1. If the contractual relationship is terminated prematurely for reasons that are not within the responsibility of avasis unity, avasis unity shall be entitled to demand cancellation fees from the customer without proof in the amount of 20% of the contractually agreed net remuneration plus the statutory VAT for the contractually agreed but not yet performed work services. The claims for remuneration for services already rendered shall remain unaffected. Both the customer and avasis unity have the right to provide evidence of higher or lower damages.
- 4.2. The provision in item 4.1 shall also apply, in particular in the event of termination by the customer pursuant to § 648 of the German Civil Code ["BGB"].

5. Copyright and rights of use

- 5.1. avasis unity reserves the rights to all work and service results created by it. The rights extend in particular to the software and to all illustrations, drawings, diagrams, calculations, and other documents prepared by avasis unity. For third-party software, the separate licence agreement of the manufacturer shall apply. There is no obligation to transmit source code unless such obligation is agreed in written form (§ 126b BGB, e.g., by email).
- 5.2. The customer shall receive a non-exclusive and non-transferable right of use for all work and performance results prepared by avasis unity within the scope of the respective individual order. The right of use is – unless otherwise agreed – unlimited, in the case of a purchase or work product; for the provision of software for a period of time (SaaS), the right of use is limited to the term of the contract.

- 5.3. Any form of making it publicly available, transferring it to third parties, or any other form of exploitation of the copyrighted works of avasis unity listed under item 5.1 as well as the rights of use existing therein is expressly prohibited and requires the express prior consent of avasis unity.

6. Support services

- 6.1. If provision of support services has been agreed between the customer and avasis unity, the customer is required to consult the relevant documentation first before making a support request.
- 6.2. Support services will only be provided after the start of productive operation; there is no support for the provision of test environments.
- 6.3. The customer has the option to submit an error message, query, or request for improvement via avasis' own ticket system. In addition, avasis unity offers hotline/telephone support in German and English during office hours between 08:00 AM – 11:45 AM and 01:30 PM – 05:00 PM.

7. Sale and lease of software

- 7.1. Software is generally delivered by providing the customer with access to the SaaS application or by providing a link that allows the customer to download the software.
- 7.2. The customer is responsible for proper installation, commissioning and maintenance of the software delivered by avasis unity; unless otherwise agreed or unless such responsibility arises based on the nature of the legal relationship. If third-party software is provided, then the licence terms of the third party apply.

8. Retention of title

- 8.1. Any delivered goods remain the property of avasis unity until all claims arising from the contractual relationship have been paid in full.
- 8.2. If the customer is in default of payment of the purchase price, avasis unity shall be entitled to take back the delivered goods after a prior reminder and the customer shall be obligated to return the goods.

9. Duty to inspect and give notice of defects

- 9.1. The customer has a duty to inspect and give notice of defects with respect to delivered goods pursuant to § 377 HGB.
- 9.2. Any complaint and notification of defects must be made at a minimum in text form (§ 126b BGB, e.g., by email) and with a detailed description of the defects.

10. Acceptance

- 10.1. Performance by avasis unity shall be deemed accepted if the customer has not rejected acceptance within a period of 14 days after such performance in, at a minimum, text form (§ 126b BGB, e.g., by email) with an indication of at least one defect.
- 10.2. For installation services, the customer must test the installed software without delay.
- 10.3. avasis unity has the right to have such parts of a work that can be separated from a natural point of view be accepted before the entire work is completed with the effect of § 640 BGB.

11. Warranty

- 11.1. avasis unity does not make any promises of compatibility, in particular due to the complexity and wide range of possible applications of software products. The customer is responsible for checking the compatibility of software products before purchasing them.
- 11.2. If defects occur in the IT services provided by avasis unity, the customer must immediately, but no later than 2 weeks after the customer has become aware of the defect, notify avasis unity in text form, at a minimum (§ 126b BGB, e.g., by email), and with a specific description of the defects.
- 11.3. avasis unity is obligated to remedy duly notified defects within a reasonable period of time.
- 11.4. The customer is obligated to assist avasis unity in remedying the defect to the extent necessary. In particular, avasis unity must be provided with all data and information necessary for the elimination of defects. Furthermore, avasis unity shall be granted physical access/remote access to the IT environment and the affected programs or program parts, if the situation requires it.
- 11.5. Warranty rights are excluded as soon as the customer modifies or interferes with the work performed by avasis unity, unless the customer proves that such modification or interference is not the cause of the defect.
- 11.6. The period of limitation for giving notice of defects is twelve months after acceptance, unless avasis unity has fraudulently concealed a defect. For

partial performance, the limitation period begins upon acceptance of the respective partial performance.

- 11.7. The customer is not entitled to assign his claims against avasis unity or to transfer rights and/or obligations from contracts concluded with avasis unity to third parties in whole or in part without the consent of avasis unity. § 354a HGB remains unaffected. This also applies in particular to warranty claims.

12. Remuneration and terms of payment (consulting and IT services)

- 12.1. Services will be invoiced to the customer on a monthly basis, reflecting the time spent at the hourly or daily rates agreed in the respective individual order/order confirmation. Unless otherwise agreed in writing in the individual order, the prices are exclusive of all applicable taxes and duties and exclusive of travel costs and allowable expenses.
- 12.2. Travel costs and allowable expenses are not included in the agreed hourly rates. The following rates apply:
- travel time: €120.00/h (plus VAT)
 - Driving expenses, car: €0.45/Km (plus VAT)
 - Railway travel expenses: Ticket price for 1st class
 - Flight expenses: Ticket price for Economy (Europe)
Ticket price for Business (Intercontinental)

All other expenses (restaurant, hotel, cab, etc.) will be invoiced based on receipts.

- 12.3. For expressly ordered work outside normal working hours (Monday to Friday from 8:00 AM to 5:00 PM) avasis unity may charge a surcharge of 50%, on Sundays and public holidays 100%.
- 12.4. Payments are due 20 days after invoicing and without any deduction. If this payment deadline is not observed, the customer will be in default without further reminders.
- 12.5. In case of default, the customer will owe interest at the statutory default interest rate applicable at the time.

13. Remuneration and terms of payment (sale of software products)

- 13.1. All prices published by avasis unity are list prices that are subject to change without notice. They are quoted in Euro, exclusive of VAT, unpacked and carriage forward ex warehouse of avasis unity. Transport and packaging costs will be charged separately.
- 13.2. Software licenses are invoiced upon delivery. Prices of third-party suppliers are subject to change.
- 13.3. Payment shall be due 20 days after invoicing and without any deduction. If this payment deadline is not met, the customer shall be considered in default without further reminder.
- 13.4. In the event of default, the customer shall owe default interest at the current statutory rate.
- 13.5. avasis unity reserves the right to provide deliveries and services only after advance payment by the customer. avasis unity further reserves the right, without prior notice, to only supply customers after credit card payment or cash on delivery or to impose a delivery block.

14. Prohibition of set-off and assignment

- 14.1. The customer is not entitled to assign claims arising from this contract to third parties. § 354a HGB remains unaffected.
- 14.2. Furthermore, the customer is not entitled to offset any claims arising from other contracts or legal relationships with avasis unity, unless these other claims have been accepted by avasis unity in writing in terms of reason and amount or have been legally established.

15. Liability

- 15.1. The liability of avasis unity including its vicarious agents and assistants is limited to damages caused intentionally and by gross negligence as well as to compensation for direct damages. Any liability of avasis unity for indirect damages, in particular loss of profit and other consequential damages, is excluded.
- 15.2. The aforementioned limitation of liability does not apply to damages resulting from injury to life, body, or health or in case of violation of essential contractual obligations, i.e. obligations whose fulfilment make the proper execution of the contract possible in the first place and on whose compliance the customer may regularly rely (so-called material contractual obligations). However, in case of a slightly negligent violation of essential contractual obligations, the liability of avasis unity is limited to damages that were typically foreseeable at the time of conclusion of the contract.
- 15.3. avasis unity shall bear no liability for damages that the customer could have prevented through reasonable measures – in particular securing programs/data and adequate product training, as well as compatibility declarations prior to purchase. No liability is incurred for data losses in test environments, in particular. Furthermore, avasis unity shall bear no

liability for the correctness of data that was processed in a test environment or for damages that result from making business decisions on the basis of data from test environments.

- 15.4. None of the contracting parties is liable for the non-fulfilment or delayed fulfilment of a given party's obligations arising out of this contract if the non-fulfilment or delayed fulfilment is attributable to events that are outside the party's reasonable control, including, without limitation, acts of God, actions of an enemy of the state, pandemics, fires floods, war, civil unrest, sabotage, accidents, uprisings, terrorism, blockades, embargos, storms, explosions, strikes, lockouts, actions of government entities, failure or delay on the part of third parties or government entities, from which approvals, grants of authority, licences, concessions, or permits must be obtained (collectively referred to here as "force majeure"). Each party shall undertake appropriate efforts to minimise the duration and impact of failures or delays in performance that result from any such force majeure event. In such cases a party's obligations shall lapse until such time as the force majeure and its associated impact have been eliminated. In cases of force majeure, avasis unity is not obligated to have technicians work at times when and in places where their safety or health could be at risk. In the event of force majeure, avasis unity may elect to withdraw from a contract to the extent it has informed the customer about the hindrance and has not assumed a guarantee within the meaning of § 276 para. 1 BGB.

16. Confidentiality and Data Protection

- 16.1. avasis unity assures to observe the data protection provisions when collecting, processing and using personal data.
- 16.2. All personal data within the meaning of the German General Data Protection Regulation (GDPR), which avasis unity receives in connection with the conclusion and execution of a contract, will be treated with the strictest confidence and will only be used for contractually agreed purposes and for purposes necessary for the execution of the contract.
- 16.3. Customer data, which becomes accessible to avasis unity due to a support order, a data correction, or a client adaptation, will be treated confidentially and will only be made accessible to the employees entrusted with the order.
- 16.4. avasis unity will inform all employees who come into contact with customer data in connection with the execution of the contract in writing about the obligation to treat such data as confidential.
- 16.5. After the performance of the service, delivered data carriers will be returned to the customer or destroyed immediately by avasis unity
- 16.6. Upon request, avasis unity offers an order processing contract in accordance with Art. 28 para. 3 GDPR.

17. Place of jurisdiction and applicable law

- 17.1. All provisions of this contractual relationship and all regulations in connection with this contractual relationship shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 17.2. To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship shall be Traunstein, Germany.

18. Final provisions

- 18.1. Verbal side agreements are not valid. Subsequent changes and/or additions to the contract including the contract documents, which are an integral part of the contract, must be made in writing to be effective. This shall also apply to the amendment or cancellation of this written form clause.
- 18.2. If individual or multiple provisions of the contract are or become invalid in whole or in part, the validity of the remaining provisions or of the agreement as a whole shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that corresponds as closely as possible to the meaning and purpose of the removed provision in the context of the remaining provisions of the contract. The same applies to potential regulation gaps in the contract.

These GTC take effect on 11 November 2022.