

General Terms and Conditions of Sale and Delivery

Perspicuum Solutions GmbH

§ 1

Scope of validity

1. These Terms and Conditions of Sale and Delivery apply to all services provided by Perspicuum Solutions GmbH (hereinafter referred to as **Perspicuum**) to entrepreneurs, legal entities under public law or special funds under public law within the meaning of § 310 in conjunction with § 14 of the German Civil Code (hereinafter referred to as BGB). § 14 of the German Civil Code (hereinafter referred to as "**Customers**").
2. These terms and conditions are part of all offers, contract acceptances and contracts of Perspicuum. They are the exclusive contractual regulation with the respective customer, unless individual regulations have been made.
3. Perspicuum does not recognize the customer's general terms and conditions, even if these are not contradicted in individual cases.
4. These terms and conditions shall also apply to all future transactions with the customer, even if Perspicuum does not expressly refer to them again, and until Perspicuum has pointed out the validity of new GTC and these have been published on Perspicuum's website.

5. With the exception of the managing directors, authorised signatories and authorised agents, employees of Perspicuum are not authorised to make agreements that deviate from these conditions.

§ 2

Conclusion of contract

1. Contracts are concluded through our written offers and a written order confirmation or declaration of acceptance by the customer.
2. We shall be bound by offers for one month after receipt of the offer, unless a different binding period is expressly stated in the offer.
3. Perspicuum reserves all rights, in particular ownership and copyright, to cost estimates, concepts, technical specifications. The customer may not use, copy, reproduce, hand over to third parties or otherwise disclose them without Perspicuum's consent. They shall be returned to Perspicuum upon request.

§ 3

Services of Perspicuum

1. The task of Perspicuum is to process the client's data, which is to be supplied by the client in a format to be agreed, and to make it available to the client in processed form as a data set.

The formats in which the data can be made available to Perspicuum and the formats in which the aggregated data sets are made available shall be defined by the parties in a specification.

2. If the client's existing data stock does not exist in formats suitable for transfer to Perspicuum, Perspicuum shall also be obliged, by agreement in the individual case, to systematize the client's data stock and prepare it in such a way that it becomes suitable for transfer to Perspicuum.

3. If agreed with the client, Perspicuum will also host the aggregated data prepared for the client. Alternatively, the client can also take over the hosting themselves.
4. If agreed by the parties, Perspicuum shall provide the Client with reports and evaluation reports on an ongoing basis after acceptance of the Development Services in accordance with the format that the Client has accepted.
5. Insofar as personal data is processed by Perspicuum, the provisions of data protection law shall be complied with. In this respect, Perspicuum shall conclude a separate agreement on commissioned data processing with the respective customer.

§ 4

Phases of the service (IT-Projects)

1. Perspicuum and the client first determine in a planning phase which data is available at the client's in which format, which data is to be transferred to Perspicuum, and in which form the client is to receive the data processed by Perspicuum in the form of reports and evaluation reports.

The result of these analyses is recorded in a specification.

2. In this planning phase, the client shall provide Perspicuum with all necessary information about the existing data stock and the requirement profile with regard to the reports and evaluation reports to be delivered to the client.

If the client fails to comply with duties to cooperate, or fails to do so in a timely manner or in full, despite being requested to do so by Perspicuum, the agreed execution deadlines affected by a delay shall be postponed accordingly.

3. On the basis of the specifications, Perspicuum shall develop a specification describing which adjustments are required in the customer's database and in which form Perspicuum can provide the reports and evaluation reports to the customer after processing the data.

The specifications also contain information about special requirements and the technical production environment at the customer (software, hardware, product interfaces).

4. The customer shall review the draft of the specifications provided by Perspicuum within one week and notify Perspicuum in writing of any requests for changes or additions. If no change requests are made or if the customer expressly accepts the specification, this shall be the binding basis for Perspicuum's work.
5. During the planning phase until the acceptance of the specifications, the contract can be terminated in writing by either party with a notice period of 2 weeks. Perspicuum shall then receive the agreed remuneration for its work until the expiry of the notice period.

§ 5

Implementation phase

1. Following the planning phase, Perspicuum carries out the agreed work.
2. To the extent agreed, Perspicuum shall prepare and process the data stored at the Customer's premises in order to make them compatible with the data processing system used by Perspicuum and to enable transmission to Perspicuum.
3. Perspicuum shall process the data submitted by the client and provide the client with the agreed reports and evaluation reports and transfer them to the data carriers specified by the client.
4. As long as the work has not been completed, the customer may request changes to the specifications in writing at any time, subject to the following provisions. Perspicuum shall comply with the request for changes to the best of its ability, insofar as this is reasonable within the scope of its operational capacity and capacity planning.
5. If the examination of the possibilities for change or the actual implementation of the changes has a significant impact on the contractual performance structure

(expenditure, remuneration, deadlines, acceptance modalities), the parties shall agree in writing on an adjustment of the contractual provisions.

If Perspicuum states in writing within 2 weeks of receipt of a change request that the change is unreasonable and for what reasons, or if the parties cannot agree on an adjustment of the contractual arrangements within 2 weeks, both parties shall have the right to terminate the contract by the end of a further 2 weeks. If no termination takes place, the contract shall be continued with the original content. In the event of termination, Perspicuum shall receive the fee accrued up to the date of receipt of the notice of termination.

§ 6

Acceptance for IT-Projects

1. Perspicuum shall inform the client when the implementation work has been completed and Perspicuum can make the data available to the client in the contractually agreed format.

A functional test by the customer shall then take place within 2 weeks.

2. If the evaluations and data provided to the customer meet the contractually agreed requirements, the customer shall declare acceptance.

Perspicuum's liability and warranty for the evaluations then provided within the framework of a continuing contract shall be limited to ensuring that they comply with the data format accepted by the customer.

3. If this test reveals defects and deviations from the contractually agreed requirements, Perspicuum shall be entitled to rectify the defects. The functional test shall be repeated after the rectification work has been completed. If there are no defects, acceptance shall be declared.
4. Deviations in the reports and evaluation reports provided to the customer which are not material because they have no or only an insignificant influence on the functionality, availability and informative value of the data shall not entitle the

customer to refuse acceptance. They shall be recorded in the acceptance protocol and shall subsequently be eliminated by Perspicuum.

5. Partial acceptances shall only take place if they have been expressly agreed. In this case, the declaration of functional readiness shall be limited to the agreed partial programmes or modules.
6. If the customer does not declare acceptance, Perspicuum may set a deadline of two weeks in writing for the customer to submit a declaration of acceptance. Acceptance shall be deemed to have taken place if the customer does not specify the reasons for refusing acceptance in writing within this period.

§ 7

Ongoing services or work

1. In addition to the project business (§ 4 to § 6), Perspicuum shall also provide ongoing services or work within the framework of continuing obligation contracts.
2. In this case, § 3 (1), (2), § 4 (1), (2) and § 6 (3) shall apply accordingly.
If a contract for work and services has been concluded, the service shall be deemed to have been accepted if the customer does not raise objections to the service within 10 working days of its provision.

§ 8

Rights of use

1. Insofar as the customer is dependent on the use of third-party software in order to use the software adapted or developed by Perspicuum, he shall create the conditions for the right of use himself.
In cases where the software requires a license, the customer shall conclude corresponding license agreements with the relevant software providers in its own name.

2. For the customization and development services provided by Perspicuum, the customer shall acquire the right to use the software for the purpose of using, storing, loading, running, reproducing and demonstrating, editing or redesigning this software in the customer's own business without any restrictions in terms of time or territory upon acceptance.
3. There is no right to sublicense to third parties.
4. The license fee for the services according to paragraph 2 is covered by the contractually agreed remuneration.

§ 9

Hosting

Perspicuum takes over the hosting of the transmitted customer data in a database if a corresponding agreement has been made.

Perspicuum works together with Microsoft or other providers. In the contracts, Perspicuum obtains an assurance that the data is stored on servers within the European Community. Warranty claims arising from service and work contracts that do not relate to the project business, but are long-term contracts, expire within one year of notification of defects, but no later than 13 months after the service has been provided.

Should it later transpire that there is a risk of data transfer outside Europe, both Perspicuum and the customer shall have the right to terminate the part of the agreement relating to hosting.

§ 10

Liability for defects

1. Perspicuum warrants that the services to be delivered have the agreed quality and are not afflicted with defects that substantially impair their suitability for the use

assumed under the contract. The customer is aware that it is not possible, given the state of the art, to create a programme that is completely free of errors.

2. The limitation period for defects in the development service in accordance with §§ 4 and 5 is 2 years from acceptance in accordance with § 6.
3. Defects which are not already documented in the acceptance declaration shall be reported by the customer to Perspicuum upon discovery. This notification shall be combined with a concrete written description of the defect.
4. Perspicuum shall remedy defects duly notified before expiry of the warranty period at its own expense.

If an inspection shows that there is no defect, Perspicuum may demand reimbursement of expenses according to Perspicuum's usual hourly rates plus necessary expenses and travel costs.

5. To the extent possible and reasonable in light of the impact of the defect, Perspicuum will provide an interim solution to circumvent the defect until the defect is raised.
6. If Perspicuum fails to remedy material defects that impair the usability of the report within a reasonable period of time set by the customer or fails to remedy them by means of reasonable interim solutions, the customer may, after the expiry of the deadline without result, reduce the remuneration appropriately or withdraw from the contract. The remuneration incurred for Perspicuum's services up to this point in time shall remain unaffected.

In addition, the customer may then claim damages, to which § 10 shall apply in addition.

§ 11

Liability for compensation

1. Perspicuum shall be liable for damages insofar as the other conditions for claims are met:

- in case of intent and gross negligence of its organs and employees,
 - if Perspicuum has given guarantees, for their fulfilment to the agreed extent; guarantees are only effective if they have been given in writing;
 - in cases of liability under the Product Liability Act,
 - in cases of injury to life, body or health,
 - in cases of mandatory legal liability.
2. In cases of slight negligence, Perspicuum shall be liable for the breach of an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and the observance of which the customer may regularly rely on (so-called cardinal obligation).
- Insofar as Perspicuum is liable for slightly negligent conduct, liability shall be limited to the damage that Perspicuum must typically expect to occur according to the circumstances known at the time of conclusion of the contract.
3. If Perspicuum is liable due to simple negligence (except in the cases of Paragraph 1), the amount of liability shall be limited to the amount of 50% of the agreed fee (for the development work) or, in the case of defective performance within the scope of a continuing obligation, to 50% of the agreed annual fee. In such cases, Perspicuum shall not be liable for indirect damages, e.g. loss of production, consequential damages (in particular claims for damages or contractual penalties from the customer) or loss of profit.
4. Insofar as Perspicuum is liable for damage in connection with loss of data, liability shall be excluded if and insofar as the damage could have been avoided by timely data backup measures taken by the customer.
5. The above exclusions and limitations of liability shall also apply in favour of Perspicuum's employees, vicarious agents and other third parties used by Perspicuum for the performance of the contract.

6. Suppliers of Perspicuum, in particular suppliers or licensors of software, are not vicarious agents of Perspicuum (no liability of Perspicuum according to § 278 BGB).

This also applies insofar as Perspicuum brokers or procures standard software of other suppliers for the customer.

§ 12

Instruction, training

1. At the beginning of the functional test, Perspicuum shall instruct the customer or his employees in the use of the software. The instruction shall take place at the customer's premises or by video conference, at Perspicuum's discretion.

§ 13

Remuneration

1. Remuneration shall be based on the respective contractual agreement in each individual case (payment plan).
2. If no agreement is made or Perspicuum provides services outside the contractually agreed service program, the following shall apply:

Perspicuum shall invoice on the basis of actual expenditure in hours and at an hourly rate of € 190.00 net plus VAT at the applicable rate. Perspicuum shall invoice the expenditure at reasonable intervals, usually monthly within one week after the end of a calendar month, with proof of the hours spent.

3. invoices, unless otherwise agreed, are due 14 days after invoicing and are to be paid without discount. If the customer falls into arrears, Perspicuum shall be entitled to demand a flat-rate reminder fee of € 40.00 per reminder and default interest of 9 percentage points above the applicable base interest rate from the first reminder.

§ 14

Third party rights

1. Perspicuum accepts no liability that any third party software used does not infringe any copyright or other third party rights.
2. Perspicuum shall only be liable for ensuring that the work carried out by Perspicuum does not infringe the property rights of third parties. In this respect, Perspicuum shall indemnify the customer against any claims of third parties that are asserted due to infringement of property rights by the work performed by Perspicuum. The customer shall notify Perspicuum immediately in writing if such claims for infringement of third party property rights are asserted against it.
3. If the use of Perspicuum's services in accordance with the contract is impaired by third party property rights, Perspicuum shall have the right, at its discretion, either to modify the contractual services in such a way that they fall outside the scope of protection but nevertheless essentially comply with the contractual provisions, or to obtain the authority that they can be used in accordance with the contract without restriction and without additional costs for the customer.

If Perspicuum does not succeed in eliminating the impairments of third parties, the client shall be entitled to withdraw from this contract concerning the creation phase in whole or in part or to demand a reduction of the remuneration. The remuneration attributable to the planning phase shall remain unaffected.

§ 15

Confidentiality

1. Perspicuum shall be obliged to keep secret for an unlimited period of time all information which becomes accessible to it in connection with this contract and which is designated as confidential or which is recognizable from other circumstances as business or trade secrets of the customer, and to neither record

nor pass on nor exploit such information, unless this is necessary to achieve the purpose of the contract.

Perspiciuum shall ensure by suitable contractual agreements with the employees and agents working for it that they also refrain for an unlimited period from any exploitation, disclosure or unauthorized recording of such business and trade secrets.

2. The obligation to maintain confidentiality does not apply to information that was already known to Perspiciuum or became known outside of the cooperation without a breach of a confidentiality obligation or that is public knowledge.

§ 16

Term of contracts

1. Contracts relating to the completion of a project may only be terminated for good cause during the term of the project.
2. Contracts that regulate the ongoing provision of services or work in continuing obligations can be terminated by either party with three months' notice to the end of the month. The right to extraordinary termination for good cause remains unaffected. There is no right to ordinary termination if otherwise agreed in individual cases, in particular fixed terms for corresponding contracts.
3. Good cause for extraordinary termination exists in particular if
 - an insolvency petition is filed for the other party
 - the other party is in serious breach of contract and does not remedy the breach of contract within a reasonable period of time after being warned or repeats it after being warned
 - Terminations must be made in writing

§ 17

Applicable law, place of jurisdiction

1. This contractual relationship and its performance shall be governed exclusively by the laws of the Federal Republic of Germany.
2. Disputes arising from this contract and its execution shall be decided by the court with local jurisdiction for the registered office of Perspicuum.
3. Amendments to the respective contract agreed with the customer must be made in writing. This also applies to an amendment of this written form clause.
4. Should individual provisions of these GTC or of the contract concluded with the customer be or become invalid, this shall not affect the validity of the rest of the contract. The parties shall then be obliged to replace the invalid provision with a valid provision that comes as close as possible to their intentions.
5. The data required to process business transactions is stored at a central location at Perspicuum at a central location.