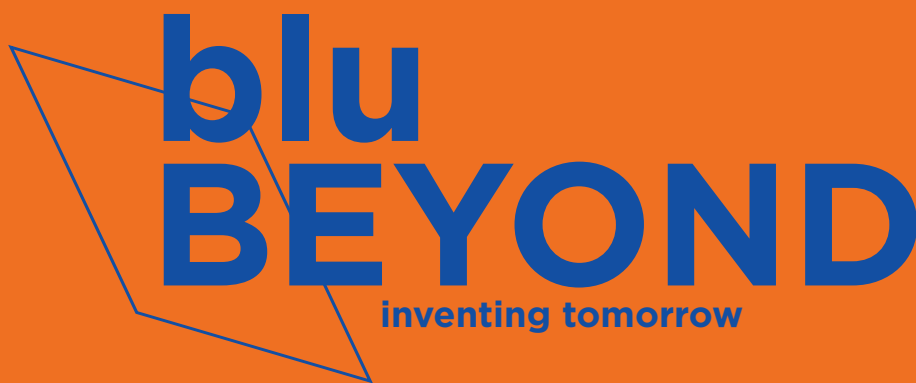


**General Terms
and Conditions of
blu BEYOND GmbH
for IT and Consulting
Services
(as of 12/2021)**



1. Scope

- 1.1 The following General Terms and Conditions (hereinafter referred to as „GTC“) shall govern any and all contracts relating to the provision of IT and consulting services (hereinafter altogether referred to as the „Services“) concluded between blu BEYOND GmbH, Keltenring 11, 82041 Oberhaching, Local Court of Munich, HRB 192604 (hereinafter referred to as „blu BEYOND“), and the Customer.
- 1.2 The provision of the Services by blu BEYOND shall be carried out exclusively under the application of these GTC. The application of any terms and conditions of the Customer which contradict or deviate from these GTC is excluded.
- 1.3 These GTC shall not apply to the provision of services in the field of the development of individual software; rather, separate terms and conditions of blu BEYOND shall apply to such services.
- 1.4 The offer of the Services through blu BEYOND is addressed exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, hereinafter referred to as „BGB“).

2. Conclusion of contract

- 2.1 The offers made by blu BEYOND regarding the provision of the Services are non-binding. Such offers do not constitute a binding offer to conclude a contract, but merely a request for the submission of an order by the Customer in accordance with blu BEYOND's offer.
- 2.2 With its order, the Customer makes a binding offer to conclude a contract.
- 2.3 A contract shall only be concluded (hereinafter the „Contract“) if blu BEYOND accepts the Customer's order by issuing an order confirmation or at the latest when blu BEYOND commences with the performance of the Services.
- 2.4 Text form is sufficient for all declarations of the Parties referred to in this Section 2.

3. blu BEYOND's performance obligations

- 3.1 blu BEYOND shall provide the Services in accordance with these GTC and the further project-specific stipulations made by the Parties in the Contract, in particular with regard to the type, scope and quality (service level) of the Services. The Services may relate in particular to the following:

- the provision of specialized know-how and consulting, especially on issues of software development, software strategy and digitalization of operational processes;
 - supporting the Customer in the planning, preparation and implementation of internal and external IT projects, e.g.
 - the development of business applications for the automation of manual processes as well as central knowledge portals or strategic project platforms for the improvement of collaboration within the company;
 - the provision of applications for end-to-end Internet of Things (IoT) services; and
 - the definition of requirements in the procurement of IT-related supplies or services from third parties, in particular for the purpose of managing formalized bidding procedures as Request for Information (RFI), Request for Proposal (RFP) or Request for Quotation (RFQ); and
 - the ongoing analysis and maintenance of the Customer's IT systems as well as consulting to solve complex operational and implementation problems.
- 3.2 The Contract may also contain further stipulations regarding the project plan including the communication of the Parties in the project, e.g. regarding the contact persons, escalation processes and usual business hours within which blu BEYOND shall be available to the Customer to a reasonable extent for the purpose of coordinating the content and organization of the project.
- 3.3 In general, blu BEYOND shall be free to choose the place of performance. Insofar as the provision of the Services should in individual cases require the presence of blu BEYOND's employees or subcontractors at a specific location, blu BEYOND shall - insofar as possible in the ordinary course of business and after prior agreement of dates by the Parties - provide the Services at such location agreed with the Customer.
- 3.4 blu BEYOND shall be entitled at any time to have the Services rendered in whole or in part by subcontractors. In this case, blu BEYOND shall remain responsible for the performance of the services in relation to the Customer.

4. Terms of use / Cooperation obligations of the Customer

- 4.1 The Customer may use the Services for its own purposes in accordance with the Contract.
- 4.2 Any unlawful use of the Services, in particular such use that violates legal prohibitions in the Federal Republic of Germany or at the Customer's place of business and/or the rights of third parties, is prohibited.
- 4.3 The Customer shall cooperate to a reasonable and necessary extent in order to enable blu BEYOND to provide the Services. In particular, the Customer shall
 - a) inform blu BEYOND comprehensively and accurately about all project-relevant IT systems used by the Customer;
 - b) grant blu BEYOND's employees and subcontractors access to the Customer's premises and IT systems as required and provide necessary technical equipment (e.g. power supply, internet access, etc.) for on-site appointments at the Customer's premises;
 - c) keep blu BEYOND proactively informed during the Contract period about any periods of significant unavailability (e.g. illness, holiday absences) of the Customer's contact persons nominated by the Customer for the purpose of coordination in the project, and nominate their substitutes;
 - d) insofar as the Services necessarily include the use of software which the Customer obtains from third parties, ensure that the rights of use granted by the respective third-party licensor also permit such use of the software by blu BEYOND; and
 - e) regarding the operation of the relevant IT systems used by the Customer, in particular computer programs, interfaces and data sources, meet the system requirements specified by blu BEYOND for the intended use of the Services.

5. Charges / Expenses

- 5.1 The charges to be paid by the Customer are stipulated in the Contract, usually either in the form of a lump sum or in the form of hourly or daily rates based on the effort involved.
- 5.2 If the fees are calculated on the basis of a daily rate, this shall cover eight working hours. Any working hours in excess of this on the day in question shall be remunerated on an hourly rate basis at 1/8 of the daily rate in each case. In the case of any billing based on hourly rates, hours started shall be charged pro rata temporis. In all cases of effort-based remuneration, blu BEYOND shall record its services and the time spent in performance records and provide these to the Customer in each case as part of the invoicing process.

- 5.3 The Customer shall furthermore be obliged to reimburse blu BEYOND for any expenses incurred in connection with the provision of the Services. This includes, in particular, in the case of on-site appointments at the Customer's premises or those of third parties, travel expenses of the employee or subcontractor deployed by blu BEYOND in each case (e.g. costs of travel to and from the location, overnight accommodation, other expenses).
- 5.4 All charges and expenses shall be in Euro plus any applicable statutory value added tax. Any taxes, levies, duties and similar charges incurred outside the Federal Republic of Germany in connection with the Services shall be borne by the Customer. This also applies in particular to the value added tax to be borne by the service recipient in accordance with the provisions of the EU VAT system directive in its EU member state (reverse charge procedure).
- 5.5 All invoices shall be paid within 14 days after receipt by the Customer. The crediting of the invoiced amount to the account of blu BEYOND specified in the invoice shall be decisive for the observance of the payment period.
- 5.6 The Customer may only set off payment claims asserted by blu BEYOND against counterclaims which are undisputed or have become res judicata. The same applies to any rights of retention asserted by the Customer.

6. Contract Term / Termination

- 6.1 Unless otherwise agreed between the Parties, the Contract is concluded for an indefinite period.
- 6.2 Each Party is entitled to terminate the Contract with two months notice to the end of the month.
- 6.3 The right to extraordinary termination for good cause and to termination in accordance with Section 627 BGB shall remain unaffected.
- 6.4 Any termination must be made in text form in order to be valid.

7. Granting of rights of use to work results / IP rights of third parties

- 7.1 Insofar as blu BEYOND creates certain work results within the scope of providing the Services, blu BEYOND shall grant the Customer a simple right of use to these work results from the time of their creation, which is unlimited in terms of time and space and which is neither sublicensable nor transferable.

- 7.2 If, in respect of the rights of use referred to in Section 7.1 above, a violation of third party intellectual property rights is asserted or threatened to be asserted, blu BEYOND shall be entitled, at its own discretion and expense, to secure the Customer's right of continued use or to modify the work result in order to prevent infringements of intellectual property rights. Any claims of the Customer are excluded if and to the extent that the infringement of rights relates to an unauthorized modification of the work result or its other use by the Customer in breach of its contractual obligations.

8. Liability

- 8.1 Any liability of blu BEYOND for damages and/or reimbursement of expenses arising from or in connection with the Contract shall be subject to the following limitations:
- a) In the event of intent or gross negligence, assumption of a quality and/or durability guarantee or fraudulent concealment of a defect, blu BEYOND shall be liable in accordance with the statutory provisions.
 - b) In the event of slight negligence, blu BEYOND shall be liable without limitation in the event of injury to life, limb or health. In all other respects, blu BEYOND shall only be liable in the event of slight negligence if a cardinal obligation is breached and only for the foreseeable damage typical for this kind of contract. A cardinal obligation means an essential contractual obligation, the fulfilment of which is a precondition for the proper performance of the contract and upon which the Customer may regularly rely.
 - c) The liability for the foreseeable damage typical for this kind of contract to be compensated in the event of a breach of a cardinal obligation pursuant to lit. b) is limited to EUR 50,000.00 per damaging event and to EUR 250,000.00 for all damaging events occurring within one contract year.
- 8.2 Any liability pursuant to the provisions of the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

9. Limitations to performance obligations: Force Majeure / Reservation as to availability of supplies

- 9.1 Neither Party shall be liable for the fulfilment of its obligations if such fulfilment is prevented by force majeure. This includes in particular events which are unforeseeable, irresistible and beyond the Parties' control, particularly including severe weather, flood, landslide, earthquake, storm, lightning, fire, epidemics, pandemics, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, sabotage, interruptions of energy supply, expropriation by governmental authorities.

- 9.2 blu BEYOND's obligation to perform is also subject to the proper and timely availability of supplies with products or advance performances provided by the suppliers of blu BEYOND. However, this shall be subject to blu BEYOND having concluded with due care a congruent covering transaction with the respective supplier and the improper or untimely supply not being attributable to a fault of blu BEYOND. Products or advance performances in the sense of sentence 1 shall in particular include supplies of hardware or software or other technical services from third parties (e.g. electricity supplies) procured by blu BEYOND.

10. Data protection

- 10.1 The Parties undertake to process any personal data transferred to them by the respective other Party in the context of establishing and implementing the contractual relationship in accordance with the applicable legal provisions, in particular the provisions of the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (Bundesdatenschutzgesetz).
- 10.2 Insofar as the Services include data processing pursuant to Art. 28 GDPR, the Parties shall conclude a data processing agreement which shall also be subject to the provisions of these GTC. blu BEYOND shall be entitled to demand reasonable remuneration from the Customer for the conclusion and performance of such data processing agreement.

11. Confidentiality

- 11.1 The Parties undertake to treat all confidential information of the other Party that the receiving Party becomes aware of in connection with the Contract as strictly confidential and not to disclose such information to any third party for an unlimited period.
- 11.2 „Confidential Information“ shall mean all information and documents of the respective other Party which are marked as confidential or which are to be regarded as confidential under the circumstances, in particular business secrets within the meaning of Section 2 No. 1 of the German Trade Secrets Protection Act (Gesetz zum Schutz von Geschäftsgeheimnissen, GeschGehG), information on operational processes, business relations and know-how as well as all work results.
- 11.3 Excluded from the obligation under Section 11.1 above is such confidential information
- a) which was demonstrably already known to the recipient at the time the Contract was concluded or subsequently become known to it from a third party, without this violating a confidentiality agreement, statutory regulations or official orders;

- b) which is public knowledge at the time of the conclusion of the Contract or is made public thereafter, unless this is due to a breach of the Contract; or
 - c) which must be disclosed due to legal obligations or by order of a court or public authority. To the extent permissible and possible, the recipient obliged to disclose shall inform the other Party in advance and give it the opportunity to oppose the disclosure.
- 11.4 The Parties will only grant access to confidential information to consultants who are subject to professional secrecy or to whom obligations corresponding to the confidentiality obligations of these GTC have previously been imposed. Furthermore, the Parties will only disclose the Confidential Information to those employees who need to know it for the performance of this Contract and will also impose confidentiality obligations on these employees for the time after their departure from the respective Party's company to the extent permitted by employment law.

12. Final provisions

- 12.1 blu BEYOND shall be entitled to unilaterally amend these GTC – insofar as they are included in the Contract with the Customer – if this appears expedient or necessary in order to adapt to a change in the statutory situation, supreme court rulings or other market conditions, in particular technical framework conditions, and if the amendment preserves the equivalence ratio of performance and consideration.
- 12.2 The Customer may only assign or transfer claims, rights or obligations arising out of the Contract to a third party after prior consent of blu BEYOND in text form. Section 354a of the German Commercial Code (Handelsgesetzbuch) remains unaffected.
- 12.3 If any provision of these GTC is invalid, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the applicable statutory provisions.
- 12.4 The laws of the Federal Republic of Germany shall govern the Contract between blu BEYOND and the Customer, excluding the provisions of jurisdiction and the UN Convention on Contracts for the International Sale of Goods (CISG). German law shall also apply to non-contractual claims in connection with the Contract. Mandatory conflict of laws provisions remain unaffected.
- 12.5 In business transactions with merchants, legal entities under public law, special funds under public law or customers with registered offices outside the Federal Republic of Germany, Munich shall be the place of jurisdiction for all legal disputes arising out of or in connection with the Contract. A potential exclusive place of jurisdiction shall remain unaffected.