General Terms and Conditions PTEC CONSULTING

A. General part

1 Scope and conclusion of contract

1.1 For contracts between PTEC CONSULTING, represented by Mr. Dipl.-Ing. Gilbert Passarotto (hereinafter referred to as "PTEC") and the customer for the provision of consulting and support services including the preparation of concepts, documentation, studies and analyses ("Consulting") as well as the preparation or creation of work results for the customer, the delivery of trades according to customer-specific requirements ("Project Orders" or "Development Orders") including the development of customer-specific software (collectively referred to as "Services").

1.2 PTEC will be bound by offers for four (4) weeks, unless the offer is expressly stated to be subject to change, indicative or non-binding.

1.3 A legally binding contract is concluded upon timely receipt of the offer signed by the customer or by the signing of a contract by both parties, but no later than when PTEC begins to provide the service at the instigation or with the consent of the customer.

1.4 After the conclusion of an initial contract, these general terms and conditions shall also become the basis of all future contracts between the parties and shall therefore be deemed to be known and legally agreed upon by both parties even without further express inclusion in further contracts, unless expressly agreed otherwise. The same applies to individual contracts, assignments or statements of work (SoW) that have PTEC services as their subject.

1.5 Customer's general terms and conditions do not apply, even if they are not expressly contradicted or not contradicted in each individual case, unless PTEC has expressly agreed to their validity in writing. This shall also apply if PTEC commences the provision of services in knowledge of the customer's terms and conditions that conflict with or deviate from these GTC.

2 Vicarious agents and place of fulfilment

2.1 PTEC is entitled to include qualified third parties as vicarious agents for the provision of services without the prior consent of the customer, unless the customer's consent is required by law.

2.2 Unless otherwise agreed, the place of fulfilment shall be the customer's registered office. PTEC may, at its own discretion, also provide parts of the services from its own offices/locations, insofar as presence at the customer's registered office is not required for this.

3 Dates, deadlines, delays and force majeure

3.1 Dates and deadlines are non-binding, unless they have been expressly agreed in writing as binding.

3.2 If the customer does not provide a cooperation service, does not provide it on time or does not provide it completely, the bindingly agreed deadlines and performance deadlines of PTEC shall be extended accordingly. If the delay on the part of the customer leads to additional expenses for PTEC, the customer will compensate for this delay in accordance with the agreed and, if not agreed, according to the PTEC standard hourly/daily rates. PTEC will promptly inform Customer of the delay, as well as of any additional costs and expenses that have already been incurred or are likely to be incurred.

3.3 PTEC shall only be in default with the obligation to perform if the customer has previously sent PTEC a reminder in text form and has unsuccessfully set a reasonable deadline for the provision of services. In addition, a delay only exists if it is not only insignificant and has demonstrably led to impairments or damage to the customer and was not caused by the customer.

3.4 If circumstances that lie outside its area of risk make it possible or temporarily impossible for a party to provide a service or cooperation that is the subject of the contract only with a delay or temporarily impossible due to circumstances that lie outside its area of risk (cases of force majeure, e.g. labor disputes, acts of war or terrorism, weather-related influences, a network failure for which neither party is responsible), agreed appointments shall be extended by a period corresponding to the duration of the occurrence of this circumstance. The affected party shall inform the other party immediately in text form of the temporary impossibility of providing the service. If these circumstances persist for a period of more than 90 calendar days, either party may terminate the contract with immediate effect without notice in writing. In this case, the Customer will pay PTEC an appropriate remuneration for services already provided as well as compensation, which includes the costs and expenses already incurred by PTEC in connection with the provision of the service.

4 Remuneration and terms of payment

4.1 Unless the parties have agreed otherwise, the agreed remuneration is set out in the offer. PTEC shall invoice services rendered in accordance with the agreed payment plan. Services provided by PTEC (a) for which no remuneration has been agreed, (b) which are provided additionally at the request of the customer but for which the

GTC DIN 5008B 19072024

remuneration has not been specified (additional services) or (c) which are provided on a time and material basis shall be invoiced in accordance with PTEC's standard hourly/daily rates, unless otherwise agreed.

4.2 The PTEC standard daily/hourly rates, which PTEC generally charges for consulting and services per person-day/hour according to its respective division-related price lists, are available to the customer at the beginning of the project or can be requested at any time. PTEC can increase the standard hourly/daily rates annually in consultation with the customer.

4.3 PTEC Standard daily rates set a working day of 8 working hours on working days (Monday to Friday between 08:00 and 18:00 apart from public holidays applicable at the place of performance; Holiday and night work will be billed with a surcharge of 100%). Services exceeding 8 hours a day as well as holiday and night work can only be billed with the prior consent of the customer. On-call duty is billed at 25% of the respective hourly/daily rate during on-call duty and 100% if services are provided during on-call duty. Travel times will be remunerated to PTEC at the agreed or, if not agreed, the PTEC standard daily/hourly rates.

4.4 All taxes, duties, customs duties and costs of payment transactions incurred in connection with the provision of services shall be borne by the customer. All remuneration services are exclusive of the legally valid value added tax.

4.5 The customer shall reimburse PTEC for expenses, in particular expenses, travel and accommodation costs of PTEC employees, which are necessary for the provision of PTEC's services or have been initiated by the customer.

4.6 Invoiced amounts are due immediately and without deduction and must be paid within 30 calendar days of receipt of the invoice. Effort-related services, i.e. services provided based on daily/hourly rates, are invoiced monthly in arrears.

4.7 In the event of late payment, PTEC shall charge the customer interest on arrears at a rate of nine (9) percentage points above the prime rate of the European Central Bank per annum. In addition, PTEC may set the customer a deadline of at least 14 days in the event of late payment, threatening to discontinue the provision of further services if the customer continues to be in default of payment. If PTEC suspends the provision of services after the deadline has expired without result, PTEC may charge the Customer for additional costs and expenses incurred during the suspension of services. In the event of repeated default in payment, PTEC shall be entitled to provide services only against advance payment.

4.8 The customer can only offset his own payment claims against PTEC or assert a right of retention if his claims have been legally established, undisputed or acknowledged.

5 Ownership

5.1 PTEC reserves title and all rights to the deliverables until full compensation is paid for them. The Customer shall notify PTEC immediately upon access by third parties to the reserved goods.

6 Non-disclosure/disclosure

6.1 The parties must keep confidential information secret and protect it from being disclosed by third parties. Confidential information, in this sense, is one that (a) is not generally known or readily accessible, either in its entirety or in the precise arrangement and composition of its components, by persons in the circles who usually handle this type of information, and is therefore of economic value, and (b) is subject to reasonable secrecy measures by its lawful holder in the circumstances and (c) has a legitimate interest in secrecy. Confidential Information may include knowledge or experience (including software), documents, ideas, know-how, data or other information in any form, customer and supplier relationships, IT systems used, IT architectures, sales structures, analyses, studies, reports and similar documents created based on or using the aforementioned information, as long as they identify any such information as such.

6.2 Excluded from this are those information that (a) are already known to the receiving party at the time of its knowledge without the existence of a duty of confidentiality, (b) are publicly known or later become public knowledge without breach of the obligation of confidentiality by the receiving party, (c) are made available to a party by a third party, provided that the third party has not thereby violated confidentiality obligations in a way that is recognizable to the party, (d) was already demonstrably in the possession of the receiving party prior to transmission by the disclosing party, (e) without any obligation of confidentiality, or (f) was independently obtained or developed by the receiving party without use of the confidential information.

6.3 This obligation also applies to the fact of cooperation between the parties, including the content of the discussions, negotiations and agreements still to be reached between the parties. Confidential information may only be disclosed to its own employees, bodies, vicarious agents or external consultants to the extent necessary for this purpose and if these persons have been sworn to secrecy before disclosure.

6.4 The parties shall ensure, by following appropriate procedures, that the Confidential Information is protected from disclosure by third parties, taking at least the same care as they exercise in maintaining the confidentiality of their own Confidential Information, or at least the care that is normally required to protect Confidential Information. If a party becomes aware that confidential information has come to the knowledge of an unauthorized person, the respective party is obliged to notify the other party immediately. The obligation exists regardless of whether the party is at fault for the disclosure.

6.5 There is no breach of the confidentiality obligation if the disclosure of confidential information is made in fulfilment of an obligation of that party on the basis of a law or a court or administrative order. However, the disclosing party shall limit the disclosure to the minimum and, to the extent permitted by law, promptly notify the other party thereof.

6.6 Except as permitted by express written consent or as required by the nature of the activity being performed, each party is prohibited from making copies, transcripts or summaries of the contents of confidential information, copying data, storing data on media or creating modified databases thereof.

6.7 The parties use the confidential information received only for the purpose of initiating and fulfilling the contract. The parties shall refrain from commercially exploiting or imitating the confidential information in any way outside of this purpose (by way of so-called "reverse engineering") or having it exploited or imitated by third parties.

6.8 Any publication of confidential information (including program code) in speech, writing, image or sound, electronically or physically, in connection with the provision of the service by a party or third parties commissioned by it, requires the express written consent of the other party.

7 Rights to data

7.1 The customer is and remains the owner and exclusive holder of the rights to its submitted or transmitted data and all data processing results thereof (e.g. resulting databases or derivations; together "Customer Data"). During the term of the contract, the customer can access, retrieve and export his customer data in coordination with PTEC or restrict or prohibit its processing for the performance of the contract. However, PTEC draws attention to the fact that performance success without a quantitatively or qualitatively sufficient database can lead to delays or deficiencies in performance. The customer is responsible for providing adequate test data.

7.2 Unless otherwise specified in detail, PTEC will transmit the Customer Data to the Customer in a customary data format within two (2) months after the termination of the Agreement and will then delete it, unless applicable laws require further retention of such data.

8 Data protection and data security

8.1 The parties comply with the applicable data protection laws for the protection of personal data and, where applicable, the provisions on the protection of social data and telecommunications and banking secrecy. Insofar as PTEC processes personal data on behalf of the customer within the framework of the contractual relationship (order processing), the parties conclude a separate agreement on order processing that meets the legal requirements of the GDPR. The Customer will ensure the lawfulness of the processing of personal data to which PTEC has access or that is transferred to PTEC, regardless of whether there is order processing. PTEC does not have to verify the lawfulness of the data processing.

8.2 PTEC processes personal data only based on a data processing agreement with the customer. PTEC requires that the processing of personal data (a) is the essential purpose of the contractual obligation or (b) the provision of the service is impossible without the processing of personal data (e.g. hardware hosting or application operation services) and does not only represent a blanket protection of the customer. PTEC is therefore not liable if personal data is made accessible in the context of projects without appropriate authorization or not for a specific purpose (e.g. the provision of personal data for testing purposes or the lack of sufficient technical and organizational measures to enable PTEC employees to access personal data without sufficient legitimation).

8.3 The customer indemnifies PTEC against claims by third parties, including claims by data subjects or official measures, including fines since the contractual processing of personal data was unlawful. The above claim for indemnification also covers the costs of legal defence.

8.4 The parties will impose data security and data protection obligations on the employees and third parties working for them by means of suitable contractual agreements.

9 Liability

9.1 PTEC is liable in the event of intent, gross negligence, claims arising from the Product Liability Act, guarantees assumed and in the event of injury to life, limb or health in accordance with the statutory provisions.

9.2 In addition, in the event of slight negligence, PTEC shall only be liable in the event of a breach of cardinal obligations, limited in total to the amount of the foreseeable damage typical for the contract. Cardinal duties are those whose fulfilment is necessary to achieve the contractual objective, and, on whose compliance, the contractual partner may regularly rely. Unless otherwise agreed, the respective total remuneration (net) agreed in the individual contract (commission, SoW or similar) shall be deemed to be foreseeable damage typical for the contract; in the case of continuing obligations or longer project contracts, the total annual remuneration (net). Liability without fault is excluded.

9.3 The customer can only claim damages instead of performance in accordance with § 281 of the German Civil Code (BGB) or reimbursement of expenses in accordance with § 284 of the German Civil Code (BGB) after he has previously set PTEC a reasonable period of time for performance or subsequent performance with the declaration that he rejects the performance after the expiry of the period, and the performance has not been performed within the set period. Claims for damages within the meaning of these general terms and conditions also include claims for reimbursement of futile expenses.

9.4 PTEC is only liable in cases of data loss if the damage would have occurred even if backup copies had been made regularly, i.e. at least at intervals of 24 hours, and depending on the risk. In addition, liability for data loss shall only exist if the customer has ensured by appropriate data backup measures that the data can be reconstructed from data material that is provided in machine-readable form with reasonable effort.

9.5 The liability of PTEC for lost profits, expected savings or further consequential damages is excluded, except for intent and gross negligence as well as in the event of injury to life, limb or health.

9.6 The limitations of liability or limitations of liability in accordance with sections 9.2 to 9.5 above also apply to non-contractual liability as well as to vicarious agents, employees, legal representatives or organs of PTEC.

9.7 In the relationship between the customer and PTEC, it is the sole responsibility of the customer to observe the work results and other services delivered by PTEC after they have been placed on the market (product observation obligation) and to react to any dangers or hazards.

9.8 PTEC shall not be liable to the customer for any damage caused by the failure of the third-party companies commissioned and involved by the customer to provide their services, or to provide them late or improperly.

9.9 PTEC's liability must consider contributory negligence on the part of the customer, e.g. also due to late, defective or non-performance of cooperation.

9.10 Customer's claims shall become time-barred in two (2) years from the date on which the claim arose and the Customer was notified by the customer, starting from the date on which the claim arose and the Customer was notified by the customer, provided that they are not intentional or grossly negligent breaches of duty on the part of PTEC, and provided that other damages are not intentional or grossly negligent breaches of duty on the part of PTEC. has become aware of the circumstances giving rise to the claim or should have become aware of it without gross negligence.

10 Integrity

10.1 The customer observes the legal regulations for combating corruption. In particular, he assures that he does not offer, promise or grant any improper advantages to employees of PTEC, or persons close to them. The same prohibition applies to employees of the customer, its vicarious agents and other third parties who act according to the customer's instructions.

11 Disputes and applicable law

11.1 The parties will endeavour to amicably resolve any disagreement regarding the contract with the participation of the directors or other authorized representatives.

11.2 These general terms and conditions as well as the offers or contracts relating thereto (commissions, individual contracts, SoW or similar) are subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes is the place of PTEC's permanent establishment.

12 Other provisions

12.1 These General Terms and Conditions on which an offer or contract is based (commissions, individual contracts, SoW or similar) shall apply conclusively and replace all previous agreements, offers and declarations about the respective subject matter of the agreement; there are no oral or other ancillary agreements.

12.2 The following order of precedence shall apply to the contractual agreements relating to the contractual relationship: (a) provisions individually agreed upon by mutual agreement between the parties (if any), (b) the PTEC Offer; if necessary. accepted by the customer without reservation, (c) these GTC and (d) the statutory provisions shall apply in addition.

12.3 Amendments or amendments to the contract must be made in writing. If they do not meet this requirement, they are null and void. This also applies to changes to this written form clause. Communication in text form, by e-mail) is not considered to be in writing within the meaning of this written form requirement and only serves to communicate intentions or considerations for informational purposes, unless the text form is expressly specified as sufficient in individual provisions. If the text form is determined, it is considered the minimum form, and the written form can also be used for such declarations.

12.4 The customer is not entitled to assign claims or transfer the contract to third parties without the express consent of PTEC. Rights of third parties in the sense of a contract for the benefit of third parties are not established by the contract. PTEC is entitled to have the subject matter of the contract provided in whole or in part by partner companies of PTEC or to transfer it to partner companies of PTEC in its entirety.

12.5 If individual provisions of the agreements made between the parties are invalid or unenforceable, the remaining provisions shall remain in effect. The parties will replace the invalid provisions with a valid one that comes as close as possible to the economic purpose of the invalid provision. The same applies to contract gaps.

B. Special part

13 Performance determination and implementation

13.1 If the services are not yet sufficiently specified at the time of conclusion of the contract, PTEC will prepare a specification according to the requirements communicated by the customer and send a draft to the customer for review and approval. The customer checks whether the draft specification correctly and completely reflects its requirements. If no approved specification is available, PTEC may suspend the provision of services until release or may conscientiously provide it in good faith regarding customary practice in an average manner and quality in accordance with the state of the art of methodology or technology recognized for this purpose.

13.2 PTEC shall provide services to the customer in accordance with the agreed specification, in accordance with the offer or in accordance with the generally accepted state of the art of methodology or technology. PTEC does not owe an acceptable performance success in the form of a work result, unless this has been expressly agreed in writing. If the parties agree on an effort-based provision of services (time and material) or if the creation of a concept according to the customer's specifications is owed, these are considered consulting services in case of doubt. Consultancy services will be provided by PTEC carefully and in accordance with the generally accepted rules of methodology or technique. If the parties agree that PTEC shall procure documentation of third-party software, PTEC shall only supply the manufacturer's documentation to the customer.

13.3 If the parties agree to implement the contractual services in accordance with agile methods (SCRUM or similar), both parties will agree on detailed planning for the definition of goals (product backlog, sprint goals, other objectives) at the latest at the beginning of the project. If PTEC provides the contractual performance according to effort (time & material), the parties agree on suitable progress measurement points (milestones, sprint targets, etc.) to achieve performance targets to be able to measure and determine the performance progress. Without agreeing on measurement and target specifications, PTEC only owes general consulting services. If work results are to be the subject of service provision in agile projects, suitable milestones (or sprint goals) must be defined in advance. If a fixed price or a compensation cap has been agreed, a project-progress-based fee must be paid upon the achievement of milestones or sprint goals if there is no regular billing according to expenditure. With the start of each subsequent sprint or milestone, completed milestones or sprints are considered released and completed.

13.4 PTEC performs the contractual services based on the law in force at the time of conclusion of the contract. If the legal situation changes during the term of the contract and changes become necessary for the provision of PTEC's services, these changes will be dealt with in accordance with the17 in section 17.

14 Project organization and meetings

14.1 PTEC is the contact person responsible for the customer for the commissioned service, even if PTEC uses third parties to provide services, unless the cooperation takes place at the instigation of the customer with third parties or the commissioned third parties are not vicarious agents of PTEC.

14.2 At the beginning of the contract, the parties shall each appoint a contact person and his or her deputy. The contact persons of the parties and their deputies are authorised to receive all declarations in connection with the provision of services. They can make necessary decisions binding on the respective party or bring them about. If the parties agree to implement the contractual performance in accordance with agile methods (SCRUM or similar), both parties will determine the design and execution responsibility, and particularly the SCRUM master, the Scrum team and product owner within the framework of the project organization and determine the involvement and performance obligations of each party for the respective project progress.

14.3 PTEC will regularly inform the customer about the progress of the service provision.

14.4 The parties will meet regularly in the event of long-term cooperation to discuss the status of service provision and decide on necessary adjustments. Unless otherwise agreed, any meetings will be held monthly, and status reports will be delivered monthly. The parties will convene a project meeting at the request of one party to update each other on progress. Minutes are to be drawn up about the content and result of such meetings. Specifically required meetings within the framework of the implementation methodology used (daily Scrum, stand-up meeting, time box or similar) must be observed.

14.5 If the parties are unable to reach agreement on certain points in joint discussions, they will escalate such points and, if necessary, submit them to their management for agreement. The submission to the management is made within one week of such a meeting.

14.6 PTEC provides the contractual services as an independent company and can work for other customers as well as provide services with similar tasks. PTEC is free to determine the way the contract is to be fulfilled within the contractual limits. The parties agree that the agreement does not create an employment relationship or cooperation between the Customer and PTEC or any employee of PTEC.

15 Staff members

15.1 Each party is responsible for ensuring that the employees employed by it adhere to the rules and guidelines of the respective party applicable to the business premises (place of performance) if they have been informed in advance of the existence of the same. The employees of a party are subject exclusively to the right to issue instructions and to the control of the party employing them. The employees of one party are not integrated into the business of the other party.

15.2 PTEC will use qualified personnel for the provision of services and will decide for itself which employees are deployed or replaced, if the quality of the service is not negatively affected.

15.3 The customer may demand the deduction of individual employees employed by PTEC in the context of the provision of services, stating comprehensible reasons. PTEC may refuse to consent to the deduction if no comprehensible reason has been given. Costs and expenses incurred by PTEC as a result shall be borne by the customer, unless there are substantial reasons for the replacement relating to the professional or personal suitability of the employee concerned.

15.4 PTEC will coordinate with the customer on the vacation planning of the deployed employees and try to coordinate vacation periods with the customer. The customer's consent is not required.

15.5 Neither party will directly or indirectly poach employees of the other party for the purpose of employment or other cooperation without the written consent of the other party until six (6) months have elapsed after the full performance of the Agreement. For the purposes of this clause, an employee is any employee and any other person working in the project.

15.6 In the event of a breach of clause 15.5, the parties agree that the breaching party shall pay a contractual penalty to the other party. The contractual penalty amounts to a sum of at least EUR 25,000 to be determined at equitable discretion for each individual case, which must be reviewed by the competent jurisdiction in the event of a dispute. The parties agree that this is compensation for the costs of employing and training an adequate replacement. The parties agree that the infringing party must demonstrate and prove that there was no poaching. The claim for payment of the contractual penalty does not exclude claims for compensation for any further damage.

16 Involvement of the customer

16.1 In order to ensure the proper provision of services, the customer shall: (a) provide all necessary cooperation services in a timely manner, in full and free of charge for PTEC, (b) provide or make available to PTEC the necessary information for the provision of services at the latest at the beginning of the project, (c) arrange for or coordinate necessary cooperation so that the service can be provided by PTEC and, if necessary, instruct the customer employees for the Coordinate cooperation, (d) set up access to its premises, authorizations and access rights to the extent necessary for PTEC employees and, if necessary, plan IT system times and, if the service is provided by the customer, provide suitable workplaces, including the necessary network infrastructure, and (e) notify the need for changes in good time.

16.2 The customer will ensure that employees who assist PTEC in the provision of services are available at the agreed times. The customer is responsible for ensuring that its employees have the necessary knowledge, skills and experience to perform the tasks assigned to them and to be able to provide the relevant information.

16.3 The customer's obligations to cooperate include, above all, creating all the prerequisites in its operating sphere that are necessary for PTEC to properly provide services. Unless otherwise agreed, the Customer shall in particular (a) provide the test data and the test environment specified for the acceptance test at the agreed times, (b) prepare the rooms in which the work product is to be implemented, parameterized, adapted to customer requirements or installed, (c) insofar as this is necessary for the provision of services by PTEC, procure necessary software licenses for third-party software or hardware in good time or Obtain the necessary consents for PTEC's use of the Software by third parties, (d) provide functional remote access if necessary, and (e) secure and verify customer data before and for as long as such data is used for the provision of PTEC's services.

16.4 If the Customer determines that PTEC is making incorrect assumptions or that its instructions are incorrect or incomplete, it will inform PTEC thereof immediately in text form.

16.5 If PTEC is prevented from providing the service by circumstances for which the customer is solely or substantially responsible (e.g. the customer does not provide a cooperation service, does not provide it in time or does not provide it sufficiently), PTEC is entitled to the remuneration that would probably have been payable during the period of the existence of this circumstance. However, PTEC must be credited with what PTEC acquires or could have acquired because of the (temporary) exemption from the obligation to pay during this period or through other use of its labour. In these cases, agreed dates and deadlines of PTEC will be postponed by a reasonable time.

16.6 From the transfer of risk, the customer is responsible for the accidental loss of (partial) services.

17 Changes to benefits

17.1 Either party may propose a change or adjustment of the contractual service (change request). In the case of work services, change requests must be submitted well in advance of acceptance provision, otherwise they can only be considered as follow-up orders.

17.2 PTEC will inform the customer if, according to PTEC's assessment, the change request requires additional effort or time and/or if the change request has a significant impact on the employees or resources used. The customer will commission PTEC to carry out a separate assessment of the effects if the examination requires considerable effort. PTEC may make the start of the audit dependent on this assignment.

17.3 In the event of a change or adjustment of services, the original remuneration and appointment agreement will be appropriately adjusted, considering the effort incurred by PTEC in reviewing the change request and the services adjusted in accordance with the change request.

17.4 If, after reviewing a change request, the parties agree that a change in service should not take place, the customer shall remunerate the review of the change request in accordance with the agreed or, in the absence of these, according to the PTEC standard hourly/daily rates, provided that the expenses for this were not insignificant.

17.5 If the parties agree on the change in benefits, they will agree in writing on the scope and details of the change in benefits. If the change request, including the remuneration, the scheduling and the delivery dates, has not been agreed in writing, PTEC is not obliged to perform the changed services. Until a change request is agreed or if no agreement is reached, PTEC will provide the service as originally agreed.

18 Acceptance

18.1 If PTEC provides work results that can be accepted for the customer, the law on contracts for work and services shall apply as agreed in accordance with the following provisions. A work result is the result of the service contractually agreed with the customer, which is to meet certain requirements under the contract for work and services at the end of the performance of the service; this service can consist of software, the development of algorithms or program code according to customer-specific requirements as customer-specific software or a combination of these. The results of the work are expressly agreed upon by the parties. This also requires the precise determination of the acceptance criteria and processes in the contract. The customer will accept the work results in accordance with the following clauses 18.3 - 18.6 . The services to be provided by PTEC are only work services if the parties have expressly agreed in writing on the success of the service (clause 14.2).

18.2 The acceptance confirms that the agreed work results have been produced in accordance with the contract.

18.3 At the beginning of the development phase, PTEC will define the acceptance tests, which are to be tested and approved by the customer before being made available for acceptance. Acceptance tests describe the procedures and routines that the work product should go through to determine whether the work product using the test data in the test environment is performing substantially according to the requirements of the acceptance tests after passing through the specified test steps against the acceptance criteria. Freehand tests, i.e. tests outside the agreed acceptance test catalogue, are not a criterion for the evaluation of the acceptability of a work product.

18.4 PTEC will inform the customer of the availability for acceptance and the readiness for acceptance about the respective work results. PTEC may demand the acceptance of partial work results if they are self-contained work sections, or the parties have agreed to this.

18.5 The customer declares acceptance of the provided work results without undue delay, no later than ten (10) working days (inspection period) after making them available for acceptance and receipt of the notification of readiness for acceptance, unless the parties have individually agreed on a longer acceptance period. PTEC is entitled to participate in any acceptance, partial acceptance or execution of acceptance tests.

18.6 Work results shall be deemed to have been accepted if they have successfully completed the defined acceptance tests and the customer has not complained of any defects preventing acceptance within the inspection period specified in clause 18.5 (defect report) or if the productive use takes place over a longer period of time. Section 20.3 apply mutatis mutandis to the notification of defects. Defects that prevent acceptance are those that lead to the fact that the work result in its entirety or the part thereof to be accepted cannot be used or that cause significant restrictions on use in the case of important functions. Defects that do not prevent acceptance are those that have already been detected by the customer during the cooperation before the acceptance test has been carried out and have not been notified to PTEC or that are insignificant. The assignment of defects to a defect category is carried out by PTEC.

18.7 If the Customer justifiably refuses acceptance, PTEC shall remedy the defects preventing acceptance within a reasonable period and shall again notify the Customer of the readiness for acceptance in text form. The parties will then re-conduct the acceptance test in respect of the unsuccessful parts in accordance with this clause **Fehler! Verweisquelle konnte nicht gefunden werden.** until it is successfully completed.

18.8 Work results shall be deemed to have been accepted in any case if PTEC has set the customer a reasonable period for acceptance after completion of the work and the customer has not refused acceptance within this period, stating at least one defect preventing acceptance. Productive use without acceptance is not permitted.

18.9 If the service provided by PTEC consists of the preparation of concepts, documentation, studies or analyses, the provisions of section 19.2 shall apply, provided that a review of the result by the customer has been agreed.

19 Results of consulting services

19.1 Consulting or services to be provided by PTEC are not subject to acceptance. In individual cases, PTEC will submit documented consulting services in this environment (e.g. documentation, concepts, studies, analyses or presentation of results) to the customer as a draft. If the customer does not notify PTEC of a request for correction within seven (7) calendar days of receipt of the Result Document, it shall be deemed final. Otherwise, PTEC will make the result document available again in a final form within a reasonable period, considering the customer's correction requests.

19.2 If the parties have expressly agreed in writing that in individual cases result documents are performance results to be provided by PTEC, the customer will review them within seven (7) calendar days after delivery of the verifiable version (if possible in text form, e.g. as a file attachment by e-mail) and declare the release, provided that the result documents do not show any material objections by the customer. Significant complaints must be notified to PTEC within the period specified in the preceding sentence. Clause 18.6 shall apply mutatis mutandis. Result documents shall be deemed to have been released unless the customer has submitted material objections in text form within the period specified in sentence 1. PTEC will then amend the Result Documents within a reasonable period and make them available again, considering the customer's correction requests.

19.3 Result documents are not subject to acceptance and do not entitle the customer to a reduction in remuneration or subsequent performance requests. Reimbursement of expenses and damages are excluded, especially since result documents are not intended to meet certain wishes or expectations of the customer due to the task at hand.

20 Rights of the customer in case of defects

20.1 Insofar as PTEC provides work services for the Customer, the following sections 20.2 - 20.8.

20.2 PTEC guarantees that the work results meet the agreed requirements and are not affected by defects that cancel out or significantly reduce their suitability. Deficiencies that only insignificantly reduce the value or suitability of the results are not considered. An insignificant defect exists if the defect can be eliminated quickly and with little effort by the customer itself or if it can be eliminated within the framework of bug fixes, patches or regular updates and otherwise the workflow cannot be significantly impaired or circumvented by so-called workarounds.

20.3 The assertion of claims for liability for defects that are not within the area of responsibility of PTEC is excluded. PTEC assumes no liability for third parties commissioned by the customer who are involved in the production of the work product. In the interests of traceability of the cause, the customer reports a defect and the circumstances in which it occurs in a comprehensible form, stating the information relevant for the detection of defects, so that PTEC can check and rule out an operating error or causes outside the responsibility of PTEC. This includes correct information about the work steps and program functions in which malfunctions occurred and in what way these were made noticeable by certain messages. If the customer does not comply with his obligation in accordance with sentence 2 above, there are no claims for liability for defects. The customer will support PTEC in diagnosing and rectifying defects.

20.4 PTEC shall remedy duly reported defects at no cost to the customer during normal business hours (Monday to Friday between 08:00 a.m. and 06:00 p.m. apart from the public holidays applicable at the place of performance) and within a reasonable period at its own discretion by rectification or by the production of a new work ("supplementary performance"). Unless otherwise agreed, PTEC determines the place where the defect will be remedied.

20.5 In the event of defects, the customer may only assert the statutory rights to self-performance, including withdrawal, reduction of remuneration, damages and/or reimbursement of expenses, after he has previously set PTEC a reasonable period of time for subsequent performance with the declaration that he rejects subsequent performance in accordance with clause 20.4 after the expiry of the period , and the subsequent performance has not taken place within the set last period. Section 3.2 sentence 1 shall apply mutatis mutandis. This does not apply if there is no need to set a time limit. The assertion of damages or reimbursement of expenses shall be made considering section 9. In the event of withdrawal, the customer must delete all work results provided by PTEC, such as software or parts thereof, including the associated documentation, from all storage devices and destroy all physical copies or return them to PTEC and confirm both on request.

20.6 The customer may not assert any rights due to defects if he changes the results of the work services without being authorised to do so by PTEC or uses them in an unsuitable IT system environment or does not connect interfaces to neighbouring systems correctly, unless he proves that these circumstances are not the cause of the defect.

20.7 If PTEC takes action on the basis of an error message without a defect having existed or without this being within the area of responsibility of PTEC (Clause 20.3, sentence 1) and the Customer has demanded the remedy of the defect in at least negligent ignorance of these circumstances, PTEC may charge the standard hourly/daily rates for the expenses incurred by it. This shall also apply if PTEC has acted based on an error message without the customer having provided the information owed pursuant to section 20.3 sentence 3 regarding the cause of the defect.

20.8 The limitation period for claims for material defects begins from acceptance and, unless otherwise agreed, is 12 months, unless PTEC has fraudulently concealed a defect. If the contractual performance consists of the delivery of standard software as well as software to be manufactured according to the customer's specifications (apps, standard tools, etc.), the limitation period begins with their delivery. Claims for defects of title shall become statute-barred within two (2) years from the end of the calendar year in which the claim arose and the customer became aware of the defect in title and the entitled claimant or should have become aware of it without gross negligence.

20.9 If PTEC's contractual performance consists of the delivery of standard software as well as customer-specific software (apps, standard tools or similar), PTEC shall provide these in accordance with the agreed specification or the manufacturer's specification. Any further quality of the standard software is not owed.

20.10 Unless otherwise agreed, standard third-party software is delivered in the currently available version. The customer accepts any liability claims for defects of the respective manufacturers or distributors that result from the applicable license provisions in deviation from these GTC. PTEC assumes no liability for standard software of third parties beyond the license terms. In the event of termination or withdrawal from the contract by the customer, PTEC shall not assume any liability towards the customer for standard software purchased by third parties, unless PTEC has acquired these in its own name for the customer and expressly assumed liability for them.

20.11 Regarding standard software, PTEC warrants that it is the owner of the rights transferred to the customer in accordance with section 5 and that the standard software is free of any rights of third parties that prevent or hinder its intended use by the customer.

20.12 With regard to software, be it standard software of third parties, pre-existing PTEC software or customer-specific software, the customer's claims for defects only exist if the customer has installed all software corrections supplied by PTEC, he has used the software within the agreed environment and in accordance with the specification and the software is not - subject to clause 21.6 - without the consent of PTEC. The customer is advised that it is not possible to completely rule out errors in software.

20.13 If third parties assert rights to the work products produced by PTEC and this impairs the use in accordance with the contract, clause 22 shall apply.

21 Rights of use

21.1 To all work results of PTEC to which intellectual property rights (e.g. copyrights) exist, such as documentation, concepts, studies, analyses or presentation of results, apart from software, the customer receives the exclusive, unrestricted and irrevocable right of use and exploitation of these work results for his own internal purposes, which is unlimited in terms of time, space and content. Use by companies affiliated with the customer within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG) in the sense is permitted. However, commercial marketing of these work results by the customer is excluded.

21.2 If the contractual performance consists of the provision of software, PTEC shall, insofar as this is agreed as the subject matter of the contract, provide the customer with standard third-party software in accordance with the license terms and usage restrictions of the third party; The customer is not granted any further rights to this standard software.

21.3 For the provision of pre-existing PTEC software, individual rights of use are agreed in a separate license agreement between PTEC and the customer, in accordance with the customer's requirements, to be able to grant the customer the necessary rights of use for the intended use. A right of use beyond a simple right of use of the object code is not granted for pre-existing PTEC software.

21.4 If PTEC develops customer-specific software for the customer, the customer acquires a comprehensive and irrevocable right of use to use and exploit this customer-specific software for its own internal purposes, which is unlimited in terms of time, space and content. Use by companies affiliated with the customer within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG) in the sense is permitted. Upon request, the customer will receive the source code to be able to use, exploit or further develop this customer-specific software for its own internal purposes after the end of the cooperation with PTEC. However, commercial marketing of these work results by the customer is excluded. In the event of renunciation of his own use and with the consent of PTEC, the customer can transfer the right of use.

21.5 The development of customer-specific software is regularly carried out with the inclusion of special PTEC specific knowledge, experience, tools and pre-existing program code from other PTEC solutions. PTEC can therefore integrate the customer-specific software into its own software solutions and supplement or expand software solutions with these functionalities and use these software solutions developed from them, market them or develop new PTEC standard software on the basis of them, as long as PTEC observes the confidentiality obligations (section 6). PTEC is therefore permitted to exclude others – with the exception of the Customer in accordance with the provisions of this section 21 – from the use of this customer-specific software and to irrevocably use, exploit, integrate into its own software solutions in terms of time, space and content, or to develop new software solutions from it and market them.

21.6 A modification of the customer-specific software by the customer before the expiry of the limitation period for defects is only permissible if this serves to eliminate a defect and PTEC is in default with the elimination of this defect or has refused to remedy the defect. The customer may only remedy the defect himself or have it carried out by a third party if the persons carrying out the defect are sufficiently qualified for this.

21.7 The recompilation (back-translation) of software provided is only permitted for the purpose of establishing interoperability with other computer programs and only if the necessary information cannot be obtained elsewhere. The customer must first request such information from PTEC or, in the case of standard third-party software, from the respective manufacturer. Upon request, PTEC shall provide the customer with the necessary information, via interfaces to other programs, for a fee and at the expense of the customer. This information must be treated confidentially and may only be disclosed to other service providers of the customer for the purposes of the customer.

21.8 The removal of copy protection or similar protection mechanisms is only permitted if this protection impairs or prevents the trouble-free use of the software. The customer bears the burden of proof for the impairment or prevention of trouble-free usability. The corresponding actions within the meaning of sentence 1 of this section 21.8 may only be carried out by authorized third parties if PTEC has not complied with the request to rectify the fault within a reasonable period. If the customer uses an authorized third party, the provision in section 21.6 sentence 2 above shall apply accordingly.

21.9 The customer is not authorized to remove or change names, trademarks, serial numbers or other identifying marks as well as property rights notices in provided standard software or pre-existing PTEC software. He shall include and reproduce such marks and notices in all copies of the software in the same form as in the original.

21.10 The customer may only reproduce the user documentation to the extent necessary, considering the right of use granted in each case.

21.11 The granting of the rights of use in accordance with this section 21 requires full remuneration in accordance with the contract.

21.12 The provisions of this section 21 shall apply mutatis mutandis to all other services and documentation provided to the customer in the context of the initiation and execution of the contract, including subsequent performance.

21.13 In compliance with the confidentiality obligations (section 6.1), PTEC is entitled to publish general technical experience or know-how developed during the provision of services and to use or exploit it without restriction in future projects with more comparable tasks.

21.14 Unless otherwise agreed, PTEC is entitled to advertise with the name of the customer in its publications and to use its logo for this purpose to an appropriate extent in print media, online or otherwise.

22 Third party rights

22.1 PTEC warrants that, in the absence of a special regulation at the place of fulfilment, the goods owed under this contract are free of third-party property rights, such as trademarks, patents, utility models, design rights, copyrights, name rights and other protected or protectable rights, within the contractually agreed area of use, and that there are no other rights that restrict or exclude use in accordance with the contract.

22.2 If third parties assert rights, the customer informs PTEC thereof immediately. PTEC will defend work results against asserted rights of third parties. The Customer grants PTEC all necessary powers of attorney for this purpose and grants PTEC all necessary authorizations for this purpose. If the customer fails to comply with its obligations under sentence 3 above, it shall reimburse PTEC for any expenses or damages incurred as a result. PTEC will decide at its own discretion and expense solely on the legal defence and settlement negotiations and will satisfy asserted claims at its own expense and at its own discretion and defend them in court or terminate this dispute by settlement.

22.3 The customer may not acknowledge claims of third parties without the consent of PTEC. He is only entitled to take over the negotiations or the court proceedings if PTEC is unable to settle the matter within a reasonable period or if PTEC has agreed to this in writing. The customer will cooperate with PTEC and provide appropriate assistance in defending the claims or negotiating. PTEC shall bear the reasonable costs incurred in this respect of the customer's legal defence within the limits of the German Lawyers' Fees Act (RVG).

22.4 Insofar as third parties assert rights, PTEC may, at its own discretion and at its own expense, either change or replace the services in such a way that they no longer infringe the rights of third parties, but essentially correspond to the agreed scope of services in a reasonable manner for the customer or indemnify the customer from claims against the owner of the intellectual property rights in the form that the latter acquires a corresponding right of use from PTEC for the customer. If one of the solutions is not possible or only possible under economically disproportionate conditions, PTEC has the right to take back the affected services against reimbursement of the remuneration paid, deducting the benefits derived.

22.5 PTEC shall not be liable for the infringement of patents, copyrights or other property rights if (a) these were only registered, arose or granted after the contract has been fulfilled, (b) the affected service is used outside the approved purpose, (c) the affected service has been modified by the customer or a third party not authorized by PTEC and the infringement is based on this, (d) the service is based on a concept of Customer or the Service Items include software, documents, ideas, data or other information provided by Customer that are encumbered by third party rights, or (e.) the Service is used in conjunction with third party hardware or software not supplied by PTEC under this Agreement.

22.6 The provisions of section 9 shall apply to all claims for damages and reimbursement of expenses.

23 Contract term and termination

23.1 If PTEC owes work results, the contract is only fulfilled with the production and acceptance of the work results. The provision of § 648 of the German Civil Code (BGB) remains unaffected.

23.2 For consultations or services, the contract can be concluded for an indefinite period or with a fixed term. If a certain performance quota (remuneration ceiling) is provided, the contract ends when the limit of the performance quota is reached.

23.3 Either party may terminate the contractual relationship for cause. Good cause exists in particular if (a) the other party seriously or repeatedly culpably violates its contractual obligations and culpably does not end this breach of duty even after a warning has been issued with a reasonable deadline, but no later than 30 days after receipt of the warning, so that the party issuing the warning cannot be expected to adhere to the contract; the party issuing the warning describes the breach of duty in the warning and specifies measures that are necessary to remedy it or (b) insolvency proceedings are opened over all or parts of the assets of the other party or is rejected for lack of assets and proper performance of the contract can no longer be expected.

23.4 Notices of termination must be in text form and must be sent to the address expressly stated in the contract (in the absence of such an address to the address known to the party).