

General Terms and Conditions

1. Validity of the general terms and conditions of 4cost GmbH – Berlin (hereinafter referred to as “4cost”)

These general terms and conditions of business and delivery apply to all contracts concluded between 4cost and the customer as well as all other agreements made within the framework of the business relationship. The customer's general terms and conditions are expressly not part of the contract, even if 4cost does not expressly object to them. In the event that the customer does not want to accept the following general terms and conditions of business and delivery, he must notify 4cost in writing beforehand.

2. Payment Terms and Prices

All 4cost invoices are payable within 14 days of the invoice date. The date of receipt of the payment by 4cost is decisive. In the event of default, 4cost is entitled to withhold further deliveries and services. If the customer is in default of payment, 4cost is entitled to charge interest at a rate of 9 percentage points (%) above the applicable base interest rate. We reserve the right to assert a higher interest loss that has arisen.

All prices do not include the respective statutory value-added tax. 4cost is entitled to make partial deliveries if and to the extent that this is reasonable for the customer.

3. Cancellation & rescheduling of workshops

4cost agrees to conducting workshops and training courses if they are registered by the customer at least 4 weeks before the planned execution (calculated from the first planned workshop/training date) and confirmed in writing by 4cost. This does not apply in cases of force majeure that prevent the workshop/training from being held. Shorter appointments are agreed bilaterally on a case-by-case basis and attempts are made to carry them out within the planned period.

Cancellation of appointments that have been ordered and confirmed in writing

- up to 3 weeks before the event is free of charge,
- up to 1 week in advance, 50% of the fee agreed for the workshop/training,
- as from 2 days in before, 100% of the fee agreed for the workshop/training will be charged.

If at the time of the cancellation or an agreed rescheduling of the date due to the customer's initiative, costs for the intended appointment have already been incurred by 4cost (e.g., costs for travel and hotel bookings) and these can no longer be cancelled free of charge, the customer must bear these costs.

4. Delivery and Shipping

All offers are non-binding and can be revoked by 4cost at any time up to the point in time of the legally binding acceptance. All delivery dates stated by 4cost are non-binding delivery dates, unless a delivery date has been expressly agreed in writing and is binding.

If, after the order has been placed, the buyer requests changes or additions to the order or if other circumstances occur which make it impossible for 4cost to meet the delivery date, although 4cost is not responsible for these circumstances, the delivery date will be postponed by a reasonable period of time. If 4cost fails to comply with the timely fulfilment of the contract, e.g., prevented by procurement, manufacturing or delivery disruptions at her or her suppliers (specific hedging transaction), the general legal principles apply with the proviso that the customer can set a grace period of six weeks after one month. If non-compliance with a binding delivery date is demonstrably due to mobilization, war, riots, strikes or lockouts, state-imposed lockdowns or other circumstances for which 4cost is not responsible according to general legal principles, the delivery period will be extended appropriately. The customer can withdraw from the contract if he gives 4cost a reasonable grace period after the extended period has expired and 4cost does not fulfil it within the grace period. The withdrawal must be made in writing. If the fulfilment of the contract becomes completely or partially impossible for 4cost for the aforementioned reasons, it will be released from its obligation to deliver.

5. Retention of Title

Delivered software, hardware and results from a service remain the main and incidental property of 4cost until all claims of 4cost from the business relationship with the customer have been paid in full. The customer is obliged to properly insure the items subject to 4cost's retention of title (i.e., theft, fire, water and low-current insurance) and to provide 4cost with proof of such insurance upon request. In the event of damage, the customer's insurance claim is deemed to have been assigned to 4cost. The customer is not authorized to dispose of the items subject to retention of title. In the event of attachments or confiscations, the customer must inform 4cost immediately in writing and must immediately inform third parties of 4cost's retention of title in an appropriate form. In the event that the customer nevertheless sells the delivery items and 4cost should approve this, the customer already assigns all claims against his customers to 4cost when the contract is concluded. The customer is obliged to provide 4cost with all the information required to assert the rights and to provide the necessary cooperative actions.

6. Limitation of Liability

4cost is liable in the event of intent and gross negligence in accordance with the statutory provisions. 4cost is not liable for indirect damage or consequential damage, in particular not for lost profits, unless these damages are based on intent by its employees or on intent or gross negligence on the part of its legal representatives or executives. Except in the case of intent or gross negligence on the part of legal representatives or employees of the authorized sales partner, liability is limited to the damage typically foreseeable at the time the contract was concluded.

In the case of slight negligence, 4cost is only liable if an essential contractual obligation (cardinal obligation) is breached or if there is a case of delay or impossibility. In the event of liability due to slight negligence, this liability is limited to such damage that is foreseeable or typical. Liability for the lack of guaranteed properties, due to fraudulent intent, for personal injury or defects of title under the Product Liability Act and data protection regulations, where liability exists regardless of fault or cannot be excluded or limited by law, remains unaffected.

The liability of 4cost for damage caused as a result of gross negligence and negligence is limited to the scope of the existing business liability insurance of 4cost for each case of damage or allegation of damage, insofar as no damage from injury to body, life or health is asserted. The sums insured are currently EUR 3 million flat rate for personal injury, a maximum of EUR 6 million for all insured events in a year and EUR 500,000 for property/financial damage, a maximum of EUR 1 million for all insured events in a year.

Liability on the part of 4cost for indirect damage such as loss of production, business interruption or loss of profit is excluded.

In the event of a claim for damages against 4cost, contributory negligence on the part of the customer must be taken into account, especially in the case of insufficient error messages or insufficient data backup. Inadequate data backup is given in particular if the customer has failed to take appropriate, state-of-the-art security measures against external attack, in particular against computer viruses, malicious code and other phenomena that can endanger individual data or an entire database. Unless otherwise agreed, data backup is the sole responsibility of the customer.

7. Warranty

If the customer is a merchant, the provisions of § 377 HGB on the commercial law obligation to examine and give notice of defects apply, even if instruction in the operation of the hardware or software has not taken place. Even in the event that § 377 HGB does not apply, the customer must examine the software immediately after delivery and notify 4cost of the error in writing without delay. If he fails to do so, he cannot claim the existence of obvious defects. If he refers to an obvious defect, it is assumed that this was discovered during a proper examination. The customer cannot invoke errors that are not obvious if 4cost proves that they would have been noticed during a proper examination.

4cost and the customer agree that the explanations and descriptions of both the hardware and the software contained in the manual and/or the price list do not represent any assurance of specific properties or the granting of guarantees.

The warranty period is twelve months and begins on the day of delivery. The customer must notify 4cost immediately in writing of any defects occurring during the warranty period.

Unless otherwise expressly agreed in writing, hardware or software is delivered in the standard license and documentation configuration specified by the manufacturer.

Attention: The use of "Software and/or Hardware" in applications or systems in which malfunctions of this software could, according to human judgment and taking into account all the circumstances and conditions under which the "Software for testing purposes" is or is intended to be used, cause injury to life, body or health is expressly prohibited by the manufacturer. Use of "Software for Testing Purposes" in such an environment is entirely at your own risk and at the risk of the persons involved.

8. Hardware Warranty

The warranty for hardware does not apply if the customer changes devices, elements or additional equipment himself or has them changed by third parties without the consent of 4cost, unless the customer provides full proof that the defects in question are not the result of either total or partial such changes have been caused and that the remedying of defects is not made more difficult by the change.

Incompatibilities between hardware and accessories only entitle the assertion of warranty rights if this incompatibility represents an error in the legal sense, an error can be detected in the hardware supplied and no accessories from other manufacturers can be used.

9. Full Version Software Warranty (rented)

The software is delivered with the possibility of a program lock. The program lock blocks the further use of the software by the customer if, despite a reminder from 4cost, he is in arrears with a total of 3 monthly licenses or, regardless of the amount of the payment arrears, despite two reminders in which 4cost reminds the customer of the blocking the program, does not make payment on time. If the contract is not terminated by either side as part of the default in payment, the program lock will be removed after full payment has been made, even if this payment is not received on time.

No liability is assumed for the fact that the software is suitable for the customer's purposes and works together with the user's existing software.

The delivery of manuals and documentation beyond the written material/program description supplied with the software and the user guidance and/or online help implemented in the software or instruction is only owed if this has been expressly agreed in writing between the parties. In the event of such an expressed agreement, there are no requirements regarding the content, language and scope of a manual and/or documentation to be expressly supplied and the delivery of brief instructions is sufficient, unless the parties have agreed on further specifications in writing.

The warranty for software is limited to the fact that its functionality essentially corresponds to the program description in the accompanying written material.

If a defect occurs, the defect and its form of appearance must be described in a written complaint in such detail that it is possible to check the defect (e.g., presenting the error messages) and to rule out an operating error (e.g., specifying the work steps) if possible. The

customer is obliged to provide any error logs that reflect the error symptoms. He is also obliged to provide screenshots or video recordings that show the error symptoms.

If the notice of defects proves to be justified, the customer sets 4cost a reasonable period of time for subsequent performance. If the notice of defects proves to be justified, the customer sets 4cost a reasonable period of time for subsequent performance. The customer informs 4cost which type of supplementary performance - repair of the delivered item or delivery of a new, defect-free item - he wants. However, 4cost is entitled to refuse the selected supplementary performance if it can only be carried out at disproportionate costs and if the other type of supplementary performance would not entail any significant disadvantages for the customer. 4cost can also refuse supplementary performance if it can only be carried out at disproportionate costs. The same applies in the event that a defect is insignificant.

4cost is entitled to at least two attempts within the period set by the customer to carry out subsequent performance for the same defect or a defect that is directly related. If the item on which the defect is present is a technically complicated product, in which finding a defect involves considerable effort, 4cost can also claim a reasonable, higher number of attempts to rectify the defect.

After the last failed attempt at supplementary performance, the customer can withdraw from the contract or reduce the price.

Cancellation due to an insignificant defect is excluded.

If the customer has claimed against 4cost because of the warranty and it turns out that there is either no defect or that the claimed defect does not oblige 4cost to provide a warranty, the customer must be responsible for the claim against 4cost with gross negligence or intent has to reimburse all of the expenses incurred by 4cost as a result.

The delivery of an operating manual in English is permitted if the subject matter of the contract has not yet been fully localized for the respective market. The same applies if the subject matter of the contract can only be delivered in an English language version by the manufacturer or by the party from whom 4cost obtains the goods (supplier).

10. Software for testing purposes (demonstration software) and "open source" solutions (hereinafter referred to as "software for testing purposes")

For test purposes, possibly limited in time and/or functionally restricted, the customer can,

- a) download the software via a protected area from the homepage (www.4cost.de)
- b) via a secure account, which the customer must first set up, access and control the software online on a server provided by us for this purpose via an Internet browser

(Collectively referred to as "Software for Testing Purposes").

Dazu ist eine entsprechende Registrierung des Benutzers auf der hierfür zur Verfügung gestellten Homepage nötig. Der 4cost steht es frei, diesen jeweiligen Bereich (Download-

Version und/oder SaaS-Version) jederzeit nach eigenem Ermessen zu sperren, bzw. zu deaktivieren.

4cost assumes no liability for "software for test purposes" (including demo versions). The functions of the "Software for test purposes" may be restricted. The user who installs "software for test purposes" only obtains a simple, non-transferable right of use for test purposes. The right of use is otherwise restricted in accordance with the additional terms of use communicated and agreed before downloading the software or before installing the software or before the software can be used as a SAAS version.

No other rights to the software, functions or source code are granted.

Installation is at the user's own risk. 4cost assumes no liability for any damage or loss of data, not even for those that can be attributed to the use of the "software for test purposes", unless these are based on incorrect information provided by 4cost about the installation or the system environment in which the "software for test purposes" can be used.

No warranty of any kind, either express or implied, is made with respect to the "Evaluation Software" and all related files, data and materials, including without limitation the warranties of merchantability or fitness for a particular purpose. Rather, the "software for test purposes" is only intended to get to know the type of software, to guide the user in the activated basic function and the processes in order to support the customer in making a decision about the purchase (if offered) or the rental of a full version.

The manufacturer and its licensors assume no liability whatsoever for the use of "software for test purposes" or for the consequences arising from the use of this software. The manufacturer and its licensors do not warrant that the "Software for Trial Purposes" will function uninterruptedly or error-free, or that the use of password and/or encryption functions will provide effective protection against disclosure of file contents by unauthorized persons. Like any other software before actual use, the "software for test purposes" may be tested with non-critical data in real operation. The user bears the entire risk that the "software for test purposes" can be used for the intended purposes. This disclaimer of warranty constitutes an integral part of the license agreement.

Attention: The use of "Software for testing purposes" in applications or systems in which malfunctions of this software according to human judgment and taking into account all circumstances and conditions under which the "Software for testing purposes" is used or is intended to be used, result in injury to life, body or health is expressly prohibited by the manufacturer. Use of "Software for Testing Purposes" in such an environment is entirely at your own risk and at the risk of the persons involved.

11. Consulting Services

a) Subject of the contract

The subject matter of the contract is described in the offer and in the customer's order.

b) Provision of Services

- i. The service is provided for a fee. Unless otherwise agreed (e.g., in an offer that the customer has accepted), every 15 minutes started will be billed at an hourly rate of €260 (plus statutory VAT). Services are provided within the framework of the agreed consulting order as well as through single, individual orders (e.g., use of additional telephone consulting services, individual inquiries, e.g., regarding the functionality of software or hardware in the customer's company).
- ii. The customer provides 4cost with all the information and documents required for the consultation free of charge. If 4cost needs access to the customer's EDP system to provide the consulting service, the customer shall provide this access and, if necessary, the EDP system itself to 4cost free of charge.
- iii. 4cost is entitled to have the consulting service performed not only by its own employees, but also in whole or in part by third parties (subcontractors). 4cost ensures that the persons entrusted with the fulfilment are qualified to fulfil the contract.
- iv. 4cost is not responsible for the correctness of the data and information given by the customer.

c) Duration of contract

- i. This contract begins in accordance with the date confirmed in the assignment and by 4cost or with the performance of consulting services, e.g., in the case of individual, additional requirements, and runs for an indefinite period. Each contracting party can terminate this contract in writing at the end of a calendar month, subject to a notice period of two weeks.
- ii. If a contracting party does not meet its essential contractual obligations, the other contracting party has the right to terminate the contract without notice in accordance with the statutory provisions.

d) Liability for advisory services

- i. 4cost is liable for intent and gross negligence in accordance with the statutory provisions. In the case of slight negligence, 4cost is only liable if an essential contractual obligation (cardinal obligation) is breached or if there is a case of delay or impossibility. In the case of liability due to slight negligence, this liability is limited to damage that is foreseeable or typical. Liability for the lack of the guaranteed quality, due to fraudulent intent, for personal injury, defects of title and under the Product Liability Act remains unaffected. Liability for financial loss is limited to the amount of the business liability insurance taken out by 4cost.
- ii. The limitation period for non-essential breaches of contract is limited to two years. This does not apply in the case of intent.

e) Intellectual property rights and rights to work results

- i. Insofar as rights to work results and/or property rights of any kind (including property rights) arise within the scope of the fulfilment of this contract by 4cost, 4cost is entitled to these. However, 4cost grants the customer an unlimited, free and non-exclusive right to use such property rights if this is absolutely necessary according to the meaning and purpose of this consulting contract. Otherwise, the granting of a right of use requires an express written agreement. Work results are all works created by the activities of 4cost, e.g. documents, project outlines, presentations, drafts, program code (e.g. in VBA or the code of programmed databases).
- ii. Transferring of such rights to third parties can only take place with the consent of 4cost.

12. Confidentiality (business secrets) and privacy policy (Data protection)

The contracting parties undertake to treat all knowledge of confidential information and business secrets ("business secrets") of the other contracting party as confidential for an unlimited period of time and to use them only for the purpose of implementing this contract. The business secrets of 4cost also include the objects of the contract and the services provided under this contract. These include, for example, but are not limited to:

- personal information about employees, management and business partners, in particular remuneration payments, health information, information about private life or information about performance or performance evaluations;
- Contract content of the company with suppliers, customers, employees, service providers
- pre-contractual content and content of declarations of intent
- business strategies and economic measures
- configuration of the IT environment
- Software-Code
- Passwords or other (including biometric) access protection and data security measures

The customer will only make contractual objects accessible to employees and other third parties if this is necessary to exercise the authorizations of use granted to him. He will instruct all persons to whom he grants access to the subject matter of the contract about the rights of 4cost to the subject matter of the contract and the obligation to maintain secrecy and oblige these persons in writing to maintain secrecy and use the information only to the extent specified in Section 1, provided the persons concerned are obligated to maintain secrecy at least to the extent described above for other legal reasons. The above obligations do not apply to business secrets that (i) were already obvious or known to the other party at the time they were transmitted by the other party; (ii) became known after being transmitted by the contracting party through no fault of the other contracting party; (iii) after their transmission by the contractual partner to the other contractual party, they have been made accessible by a third party in a non-illegal manner and without restriction in terms of confidentiality or exploitation; (iv) which have been developed independently by one of the contracting parties without using the business secrets of the contracting party; (v) which must be published in accordance with the law, an official order or a court decision - provided that the party publishing the information informs the contractual partner of this immediately and supports him in

defending himself against such orders or decisions; or (vi) insofar as the contractual partner is permitted to use or pass on the company secrets on the basis of mandatory statutory provisions or on the basis of this contract. The parties comply with the rules of data protection; they ensure that their employees and vicarious agents also comply with these provisions, in particular they oblige them to data secrecy before they start their work. 4cost processes personal data of the customer and of the customer's employees and users only to the extent necessary for the execution of this contract. The customer ensures that its employees and users have been informed about the data processing to the necessary extent and have consented to this processing, or that consent is not required. Unless expressly agreed otherwise in writing, the storage locations of the personal data are exclusively within the European Union. If access by 4cost to personal data in the context of troubleshooting and elimination cannot be ruled out (especially if 4cost is granted access to the customer's operation and/or hardware and software), the customer will provide 4cost with a separate conclude an order processing agreement. In the event of contradictions between this contract and the data processing contract, the latter shall prevail.

13. Evidence Clause

Data stored in electronic registers or otherwise in electronic form at 4cost is considered admissible evidence of data transfers, contracts and payments made between the parties.

14. Export

Without the express permission of 4cost, the buyer is not permitted to export the goods purchased from 4cost to countries outside the EU. In addition, the buyer must observe all relevant export regulations, in particular those under the Foreign Trade Ordinance and, if applicable, regulations under US law. This also applies to the granting of access to use the software as Software as a Service (SaaS). It also applies here that the customer is fundamentally prohibited from granting third parties outside the scope of the user agreement on the software access to the software by way of SaaS or having it granted by third parties or negligently enabling the possibility of such a granting.

Demo and test versions made available as software and documentation material (advertising flyers, operating instructions, training documents, presentations, etc.) are subject to the copyright and property rights of 4cost and may not be reproduced or passed on to third parties without the consent of 4cost. This also applies to demo and test versions as well as documentation material that is made available in electronic form, including documentation material offered for download on the homepage.

Buyer acknowledges that the resale of any products imported from the United States is subject to United States export controls governing the export and re-importation of hardware, software, physical media and direct products of physical media, including services related to using these products, are restricted. The Buyer agrees that he will not export or re-export, directly or indirectly, any product, information or documentation related thereto imported from the United States to any country or end-user without the prior consent of the appropriate

authority to have obtained. Approval from the US Department of Commerce or equivalent is required. The same applies to any uses by the end user that are restricted by US regulations.

End users who are subject to restrictions are:

all end-users that the buyer knows or has a reasonable expectation that the products imported from the United States are used for missile design, development, or production, missile technology, nuclear weapons-related, or chemical and biological weapons.

End use (final consumption) to which restrictions apply:

any use of products imported from the United States in connection with the design, development, or production of missiles or missile technology, in connection with nuclear weapons or weapons technology, or for chemical and biological weapons.

15. Jurisdiction and Choice of Law

The exclusive place of jurisdiction for all disputes arising from and in connection with this contract is the place of business of 4cost, insofar as the customer is a merchant within the meaning of the HGB. If 4cost sues, it is also entitled to choose the place of jurisdiction at the customer's registered office. The right of both parties to seek temporary legal protection before the courts competent under the statutory provisions remains unaffected.

German law applies exclusively, excluding the provisions of international private law and the UN Sales Convention (CISG).

16. Miscellaneous

Should individually provisions of these general terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. Rather, what comes closest to the intended purpose replaces the void provisions.

Subsidiary agreements have not been made. Supplements to the contract are only effective if they are confirmed in writing.

The customer can only assign his rights from a business relationship with 4cost with the written consent of 4cost. The customer can only offset against the purchase price claim with counterclaims that are recognized or legally established.