A. General section

§ 1 Scope of application; subject matter of the contract

(1) The following General Terms and Conditions (GTC) apply to all business relationships between itprocess GmbH, Frühlingstr. 10, 76131 Karlsruhe (hereinafter referred to as "ITP") and its clients. ITP's offer is directed exclusively at entrepreneurs within the meaning of § 14 BGB (German Civil Code).

(2) A more detailed description of the services to be provided can be found in the respective framework and individual contracts, the associated annexes, and other service descriptions, provided that these are explicitly referred to in these documents (hereinafter referred to as "Services"). Framework agreements are concluded in writing; individual orders may also be placed in text form. In the event of contradictions between these GTC and the framework/individual contracts, the latter shall take precedence over the GTC. ITP is responsible for planning the performance of the tasks.

(3) Offers made by ITP are subject to change and non-binding unless expressly designated as binding offers. ITP may accept orders placed by the Client within four (4) weeks. The content of an order confirmation issued by ITP shall be authoritative for the contractual relationship, unless the Client objects to its content without undue delay.

(4) Dates and performance deadlines shall not be deemed firmly agreed unless expressly and in writing confirmed as such by ITP. To the extent the Client sets deadlines or grace periods for performance, subsequent performance, or the elimination of a circumstance, such periods must be reasonable and shall generally not be less than ten (10) business days.

(5) All notices of termination, deadlines, and reminders issued by the client must be in writing to be effective. Contractual guarantees and commitments require the express written confirmation of ITP. If the fruitless expiry of a deadline or grace period is to result in the termination of the contractual relationship or a reduction in remuneration, the client must expressly threaten this when setting the deadline.

(6) In the case of the provision of third-party software, the terms of use, warranty, and liability provisions of the respective manufacturer shall prevail, provided that ITP refers to these provisions.

(7) These GTC apply exclusively; other GTC that conflict with or deviate from these GTC shall not become part of the contractual agreement unless ITP has expressly agreed to their validity in writing. This shall also apply if ITP has not expressly objected or has performed services without reservation.

(8) These general terms and conditions (Part A) are supplemented by the special terms and conditions for consulting/project execution (Part B) and standard software (Part C). In the event of a conflict, the more specific terms and conditions shall prevail over the general terms and conditions.

(9) The personnel deployed by ITP do not enter into an employment relationship with the client and are not subject to the client's right of direction. This applies in particular if persons employed by ITP perform the services on the client's premises. ITP reserves the right to replace an employee at any time with another employee possessing the required qualifications. ITP shall be entitled to decide, at its sole discretion, how many and which employees – including freelancers and subcontractors – are deployed, or which services are subcontracted to third parties.

(10) The client's contact person shall always be the project manager or the management on the part of ITP. The Client shall in turn designate a responsible contact person and a deputy, who shall coordinate the Client's cooperation and take or procure the necessary decisions without undue delay.

§ 2 Remuneration, payment

(1) Unless otherwise agreed (e.g., a fixed price/flat-rate remuneration or a monthly rental fee), remuneration shall be invoiced on a time-and-material basis (in accordance with the agreed hourly rates or price list) under a service contract. Remuneration shall be net prices plus applicable value-added tax.

(2) Normal working hours are Monday to Friday, from 8:00 a.m. to 6:00 p.m., including breaks. A surcharge may be applied for working hours performed outside of normal working hours at the instruction of the Client. The surcharge shall amount to 50% of the agreed hourly rates for work performed outside of normal working hours on a working day and for work performed on a Saturday, and 100% for work performed on a Sunday or a public holiday (at ITP's registered office).

(3) ITP may invoice for services on a monthly basis. This also applies before completion of the overall project. In the case of invoicing based on actual expenditure, invoicing shall be based on the statement of services. If the client does not object to the statement in writing within 14 days, the client bears the burden of proof for its inaccuracy.

(4) Unless otherwise specified in the contract, payments are due 14 calendar days after invoicing and without deduction. Upon expiry of the payment period, the client shall be in default. Interest shall be charged on the amount payable during the period of default. The default interest rate shall be nine percentage points above the respective base rate for the year. ITP reserves the right to claim further damages for default.

(5) The client may only offset or exercise a right of retention with undisputed or legally established claims.

(6) ITP retains ownership and the rights to be granted to the services until full payment has been made. Justified withholdings based on asserted rights may be retained in proportion to the defect.

(7) Expenses, travel time, and travel costs (hereinafter "ancillary expenses") shall be payable in addition to the remuneration specified in paragraph 1. In the absence of a contractual provision, ancillary costs shall be reimbursed as follows, in particular if travel is undertaken at the express request of the client:

a. Car journeys shall be charged at 0.70 EUR per kilometer

b. Train journeys according to receipt, 1st class

c. Other means of transport and expenses (taxi, etc.) according to receipt

d. Air travel: up to a total of 4 hours flight time (sum of all individual segments per direction): Premium Economy, from 4 hours Business Class according to receipt

e. Hotel (upper mid-range) according to receipt

f. Travel times are charged at 50% of the hourly rate

g. Daily allowances/expenses at the applicable statutory flat rate.

(8) The minimum billable unit for on-site activities shall be four (4) hours, and for remote assignments 0.5 hours, each rounded to half hour.

(9) Cancellation of Services already commissioned shall not be permitted. If the Parties have agreed on the deployment of an employee at the Client's premises, such deployment shall be carried out. In the event of cancellation by the Client less than seven (7) days prior to the scheduled date, ITP may claim 50% of the agreed remuneration. In the event of cancellation three (3) days prior to the scheduled date, ITP may claim 75% of the remuneration, and in the event of cancellation less than one (1) day prior to the scheduled date, ITP may claim the full remuneration. Ancillary expenses already booked shall be borne by the Client.

(10) The parties are aware that projects require special long-term employee planning on the part of the contractor and that, if necessary, employees/freelancers may have to be hired for this purpose or other orders may have to be declined. A call-off of man-days exclusively at the end of the agreed term shall be excluded. Unless otherwise agreed, the Parties assume that the call-off of the agreed man-days shall be distributed evenly over the agreed term (subject to fluctuations of +/- 10% of the calculated monthly value). If less than 50% of the planned call-off is made during the project term, the client shall be obliged to pay an amount equal to 50% of the planned call-off. The client shall remain entitled to prove that the damage is lower; ITP shall remain entitled to prove that the damage is higher. The assertion of further damages shall remain unaffected, with the lump-sum payment being credited against such claims.

(11) ITP may demand full advance payment if the performance of services is to take place abroad or if the client has its registered office abroad.

§ 3 Cooperation, Duties to Cooperate

(1) The client shall provide ITP with comprehensive and best possible support in the provision of services, in particular by specifying the requirements in detail and in writing, responding to questions without delay, and conducting interim reviews of the work results and tests. The client shall bear any disadvantages and additional costs resulting from a breach of this obligation. Agreed service deadlines are subject to the clarification of all technical questions, the availability of necessary approvals and documents, and the fulfillment of the client's obligations up to that point

(2) In addition, the client's cooperation include, in particular, the provision, free of charge and in a timely manner, of all resources, information, disclosures, approvals, and documents necessary for the successful performance of the service, as well as an appropriate infrastructure, including workstations, IT, communication, and other facilities, to the extent required. Relevant information and documents shall be provided by the client in a timely manner and without prior request.

(3) The services to be provided by the contractor represent a genuine obligation and not merely a duty. If the provision of services by ITP is delayed because the client fails to fulfill one of its obligations to cooperate or provide information as agreed or on time, or otherwise due to actions or omissions on the part of the client or third parties engaged by the client, ITP shall be entitled – without prejudice to further rights – to demand a corresponding and reasonable adjustment of the contractual arrangements (e.g., changes to the schedule or remuneration). If ITP incurs additional effort due to improper or untimely performance of the cooperation duties, ITP may invoice the client separately for such additional effort using the hourly rates agreed in the respective contract.

(4) The client shall appoint a qualified contact person, i.e., a person with sufficient skills and experience as well as decision-making authority within the client's organization, who is available to ITP for necessary information and who shall take or promptly procure decisions. Otherwise, significant additional effort may arise, which shall be borne by the client.

(5) All cooperation on the part of the client shall be provided free of charge.

(6) In the case of standard software, the client is obliged to

       a. inform ITP immediately if the software's operating environment changes;

       b. to protect the copyright of the operating instructions and other documents. In addition, the confidentiality obligation also applies. Third parties must be prevented from accessing such documents.

       c. refrain from any action that could encourage or facilitate unauthorized use. The Client shall promptly notify ITP upon becoming aware of any unauthorized access to the software, or the threat thereof

       d. Secure the contract software licensed by ITP against access by unauthorized third parties using appropriate state-of-the-art measures (virus protection, firewall, etc.), in particular by storing all data carriers containing the software in a protected location.

(7) The client shall ensure compliance with the legal provisions (in particular licensing regulations) for all products used/procured by the client. The client shall indemnify ITP against any claims by third parties for breach of these obligations in accordance with the contract and shall defend such claims at its own expense.

(8) The client is responsible for ensuring that its data is adequately secured in accordance with the current state of the art. In the absence of an express written notice, ITP employees shall always assume that all data they may come into contact with is secured. The Client shall also ensure adequate contingency arrangements for data and components.

(9) In the event of defects, the client shall report these to ITP immediately in a comprehensible and detailed form, providing all information useful for the detection and analysis of the defects.

(10) In order to ensure ITP's access to the client's SAP, ITP recommends setting up a site-to-site connection between ITP and the client's SAP. If the client wishes ITP to access the customer's SAP system via the client's own VPN or Citrix, ITP will charge the client an initial setup fee of €2,500 to cover the additional administration and IT costs.

§ 4 Warranty

(1) Unless the contracting parties agree on a specific quality of services or partial services, liability for defects shall be limited to the service or partial service being suitable for the contractually stipulated, otherwise normal use and customary for services of this type. No claims for material defects shall exist for insignificant deviations of ITP's services from the contractual quality.

(2) When (created) materials are provided, the client shall inspect the contractual software and, where applicable, the supplied documentation immediately upon delivery and shall give detailed written notice of any defects discovered. If such immediate notification is not given, the service shall be deemed to have been approved, except in cases of unrecognizable defects. If such a defect becomes apparent later, notification must be given

immediately after the defect is discovered, otherwise the service shall be deemed to have been approved with regard to this defect. If ITP has fraudulently concealed the defect, it cannot invoke a failure or delay in notification of defects by the client.

(3) Claims for defects shall only exist if the reported defects are reproducible or can otherwise be proven by the customer. In the event of claims for defects, the client shall initially only be entitled to subsequent performance within a reasonable period of time. This right to subsequent performance includes, at ITP's discretion, either rectification or delivery of replacement software. The interests of the client shall be taken into account in an appropriate manner when making this choice. If installation and removal work is necessary, the client shall facilitate this, unless it is unreasonable to do so.

(4) In the event of a significant reduction in the suitability for contractual use, there shall be no claims for defects in the software. Likewise, claims for defects shall be excluded if the deviation from the contractually agreed quality is due to improper use or use in a non-agreed operating environment or non-agreed system environment.

(5) In the event of legal defects, subsequent performance shall be effected by granting a legally flawless possibility of use of the delivered service or, at ITP's discretion, by granting a right of use to a modified but equivalent service. The interests of the client shall be taken into account appropriately in this regard.

In the event of material defects, ITP may, at its discretion, first provide the client with a new, defect-free service or remedy the defect by repair. Claims by the client for a reduction in the agreed remuneration or withdrawal or termination without notice are excluded as long as ITP's attempts at repair are ongoing and have not finally failed.

Other claims for material or legal defects are excluded. ITP shall not be liable for expenses incurred for the rectification of material defects by third parties or for contract costs. ITP shall be liable for damages or reimbursement of futile expenses in accordance with A.§ 5 or insofar as the General Terms and Conditions or a separate agreement deviates from this.

(11) The limitation period for claims based on legal and/or material defects is one (1) year from the start of the statutory limitation period. The statutory periods for recourse pursuant to § 478 BGB (German Civil Code) remain unaffected. The same applies if the law prescribes longer periods pursuant to § 438 (1) No. 2 or § 634a (1) No. 2 BGB, in the event of an intentional or grossly negligent breach of duty by ITP, in the event of fraudulent concealment of a defect, as well as in cases of injury to life, limb, or health, and for claims arising from the German Product Liability Act (Produkthaftungsgesetz) or a warranty expressly granted by ITP.

§ 5 Liability of ITP; Statute of Limitations

(1) ITP shall be liable to the client in cases of intent and fraudulent intent, gross negligence, and culpable injury to life, limb, or health.

(2) Notwithstanding the cases to paragraph 1, ITP shall only be liable for slightly negligent breaches of duty in the event of a breach of essential contractual obligations, i.e., obligations whose fulfillment is essential for the proper execution of the contract or whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the other party may regularly rely. ITP's liability for slightly negligent breaches of duty shall be limited to a maximum of the agreed amount from the individual contract or project, but not exceeding €30,000.

(3) The foregoing limitations of liability shall not apply to liability under the German Product Liability Act (Produkthaftungsgesetz) or within the scope of guarantees expressly assumed in writing by ITP.

(4) The limitations of liability shall also apply in favor of ITP's employees, representatives, and corporate bodies.

(5) In the event of necessary restoration of data or components (e.g., hardware, software), ITP shall only be liable for the effort required to restore such data or components assuming proper data backup and contingency planning by the Client.

(6) The processing of a notice of defect by the client by ITP only leads to a suspension of the statute of limitations if the legal requirements for this are met. Such processing shall not result in a recommencement of the limitation period. Any subsequent performance (replacement delivery or rectification) shall only affect the limitation period of the defect that gave rise to such subsequent performance.

(7) Insofar as ITP grants the client rights of use to software free of charge, ITP shall only be liable for damage resulting from fraudulently concealed defects in the software.

(8) Any further liability for damages - regardless of the legal basis - is excluded.

§ 6 Force majeure

(1) Force majeure, i.e., an event originating from outside, unrelated to the business operations, and unavoidable even by exercising the utmost care reasonably to be expected – such as labor disputes, civil unrest, acts of war or terrorism, natural disasters, or epidemics/pandemics – shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its impact, even if they are already in default. The affected party shall do everything possible and reasonable to minimize the consequences of such a serious event (damage minimization).

(2) Automatic termination of the contract is not associated with a case of force majeure. The contracting parties are obliged to notify each other immediately of such an obstacle, the circumstances and the end of the circumstances, and to adjust their obligations to the changed circumstances in good faith. If such an adjustment is not possible or unreasonable for one of the contracting parties, the contract may be terminated/cancelled.

(3) Statutory termination rights shall remain unaffected by these terms and conditions.

§ 7 Data protection; confidentiality

(1) The contracting parties shall ensure that all persons entrusted by them with the processing, fulfillment, or execution of the contract comply with the statutory provisions on data protection and the law on the protection of trade secrets and that the rights of the persons concerned are protected. The client assures that it has created all necessary conditions within its sphere of responsibility to enable ITP to provide the agreed services without violating data protection regulations.

(2) The Client is obliged to treat as confidential, even beyond the duration of the business relationship, all work results provided by ITP as well as all other information—particularly of a technical and economic nature, including intentions, experience, knowledge, designs, and documentation, including ITP's pre-existing documentation—that become known to the Client in the course of the business relationship (collectively "Confidential Information"). The Client shall not disclose such information to third parties, shall protect it against unauthorized access, and shall not make it the subject of its own intellectual property applications. In particular, offers and technical content from ITP may not be made accessible to companies in competition with ITP.

(3) The client is only entitled to reproduce this confidential information in whole or in part, in any form whatsoever, or to pass it on to third parties subject to confidentiality obligations with the prior consent of ITP. This does not apply if disclosure is required by law or by order of a court or authority. To the extent permissible and possible, the client shall inform ITP in advance of any obligation to disclose and give ITP the opportunity to take action against the disclosure.

(4) The above obligations shall not apply to confidential information that was already known to the client prior to its disclosure within the scope of the business relationship, that was independently developed by the client or otherwise lawfully obtained, or that is general knowledge or becomes generally known without violating these General Terms and Conditions. The burden of proof for the existence of such an exception lies with the client.

(5) Upon termination of the business relationship, the documents, including all copies, embodied work results, and other confidential information of ITP that are in the possession or under the control of the client shall be returned to ITP in full and without delay.

(6) The above provisions shall apply mutatis mutandis in the event that ITP becomes aware of confidential information from the client.

(7) Items and documents provided prior to the conclusion of the contract (e.g., software, physical and non-physical presentations and proposals) are the intellectual property of ITP. They may not be reproduced or passed on.

§ 9 Rights of Use; Reference Use

(1) The copy of the software to be provided to the client shall generally only contain its executable form (object code), unless otherwise explicitly agreed.

(2) If ITP uses third-party software or provides it to the client within the scope of contractual performance, ITP shall notify the client accordingly. The client undertakes to comply with the license terms of the third-party software and to use it only in accordance with the purpose of the contract. In the case of the provision, maintenance, and servicing of SAP software, any special business, contract, and license terms of ITP as well as the license terms of the SAP Group shall take precedence.

(3) ITP shall only be liable for infringement of third-party rights through the performance of ITP insofar as the service is used in accordance with the contract and, in particular, in the contractually agreed or otherwise intended operating environment without modification. ITP shall ensure that the contractual service does not infringe any third-party rights that would prevent, restrict, or exclude the client's use of the materials delivered by ITP under the respective contract in accordance with the contract. Should third parties nevertheless assert claims for infringement of their rights, the following shall apply

> a. If a third party asserts a claim against the client for infringement of property rights by the materials created by ITP under the respective contract, the client shall notify ITP of this in writing without delay. The client shall, as far as possible, leave the defense against these claims to ITP and grant ITP all necessary authorizations for judicial and extrajudicial measures. The client shall not acknowledge any claims by third parties without the written consent of ITP. The client shall support ITP to a reasonable extent in defending against the claims asserted.

> b. Insofar as the rights of third parties are infringed, ITP may, at its discretion, either provide the client with a possibility to use the materials concerned or modify or replace the materials infringing the property rights without or with only reasonable consequences for the client in such a way that no property rights are infringed.

> c. Provided the above conditions are met, ITP shall indemnify the Client against all justified claims, damage compensation, and other costs arising in causal connection with an alleged or established infringement of intellectual property rights. In the case of unjustified legal action, the Client shall assign to ITP any recourse claims against the third party to which it may be entitled.

(4) If the client modifies the materials delivered by ITP under the respective contract itself or has them modified by third parties, the claims under this provision shall lapse, unless the client proves that the modifications made by it or a third party have not infringed any third-party property rights.

(5) Further claims by the client due to an infringement of third-party property rights are excluded, except in cases of A.§5.1 / 5.3.

(6) The above provisions of paragraphs 3 to 5 shall apply mutatis mutandis in the event that ITP is held liable for the infringement of third-party property rights by client materials or third-party materials provided by the client.

(7) Unless otherwise agreed, use in accordance with the various models only entitles the customer to use the standard software on the productive SAP or IT system on which the contractual agreement is based, as well as the associated internal development and test systems. A separate license must be obtained for each additional self-contained SAP system on which the contractual software is to be installed or executed.

(8) The service description and other documentation provided, as well as presentations, may only be used for internal purposes. Disclosure to third parties without the prior consent of ITP is not permitted. This applies in particular to the disclosure of documents and presentations to competitors of ITP.

(9) The client may make backup copies of the contractual software to the extent necessary, but these must all be marked with the copyright notice in favor of ITP and then stored securely.

(10) ITP is permitted to demonstrate the functions created for the client to third parties as part of the presentation of services. In doing so, ITP shall ensure appropriate anonymization and that the client's trade secrets are protected and, in particular, that the demonstration does not take place at the client's competitors.

§ 10 Term and termination

(1) Framework agreements come into force upon signing and, unless otherwise agreed, have a basic term of one year, which is automatically extended by one year unless the agreement is terminated three months before the

end of the term. Individual orders end with the provision of all services agreed in the individual order or the expiry of a final date specified in the agreement.

(2) In the case of a framework agreement, a price increase may first be announced twelve months after the start of service provision, with further increases permissible no earlier than twelve months after the previous increase has become effective. Any such increase shall take effect three months after its announcement. The increase must be reasonable and in line with market practice and may not exceed 10% of the prices applicable at the time of the announcement, unless otherwise agreed at the start of the contract.

(3) Both contracting parties are entitled to terminate the contract without notice for good cause. Good cause shall be deemed to exist in particular if the other contracting party violates essential provisions of these General Terms and Conditions (e.g., payment of due invoices) or is unable to comply with these provisions and, even after a written warning setting a reasonable deadline, fails to comply with the relevant provisions of these General Terms and Conditions.

(4) In the event of ordinary termination or termination for good cause of the respective contract by the client, ITP shall be entitled to remuneration for the services rendered up to the effective date of termination (this also includes any deductions) and incidental costs in accordance with the above terms and conditions. If the contracting parties have agreed on a fixed price, the services and incidental costs provided by the contractor up to the effective date of termination shall be invoiced on a time and material basis based on the hourly rates for consultants and incidental costs agreed in the respective contract or, in the absence of a contractual agreement, in accordance with the above terms and conditions.

§ 11 Final provisions

(1) Contract amendments and supplements must be made in writing (§ 126 BGB). This also applies to changes to the written form requirement. Electronic form or text form (e-mail or fax) do not satisfy the written form requirement.

(2) The law of the Federal Republic of Germany shall apply to contractual claims and all claims, rights, and obligations arising from or in connection with these General Terms and Conditions. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

(3) The place of jurisdiction for merchants, legal entities under public law, or special funds under public law is the registered office of ITP. ITP may also sue the client at the client's registered office.

(4) Should individual provisions of these GTC be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties shall replace such provisions with valid and enforceable provisions that come as close as possible to the meaning and economic purpose as well as the intention of the parties at the time of conclusion of the contract. The same shall apply in the event of unintended contractual gaps.

B. Consulting / Project Execution

§ 1 Principles of service provision; subject matter of the service

(1) The contracting parties shall generally cooperate within the framework of a service contract (and billing on a time-and-material basis). The services may also comprise pure consulting services. If explicitly agreed, the activities shall be performed within the framework of a contract for work and services.

(2) The client determines the task (e.g., in the form of a specification sheet), whereby the solution and the detailed content and technical implementation are developed jointly by the contracting parties in a planning/conceptual phase. This phase ends with a detailed concept/specification, which ITP may require the client to approve before implementation. This service description conclusively reflects the required quality of the software/functionality/consulting service.

(3) The client bears the risk that the task formulated by them or the services specifically commissioned correspond to their actual ideas and requirements.

(4) The subsequent implementation/realization of the services ends with the completion of the software on a test system of the client and the execution of the test measures prior to commissioning in the client's operational business (Go Live). Unless expressly agreed otherwise, installation and commissioning (Go Live) shall be carried out by the client. Upon request, ITP may support the client with commissioning and installation in return for appropriate remuneration, without however assuming responsibility for success/the system.

(5) The details of the scope of services (e.g., schedule) shall be specified by the contracting parties in an individual contract or in the individual contract documents, or, in the absence of a written individual contract, shall be determined from the order correspondence.

§ 2 Change request procedure and changes

(1) If the client wishes to make a change to its original task specification (hereinafter referred to as a "change request"), it may request ITP to examine the technical feasibility of the change request within a reasonable period of time and to inform it of the impact this will have on the content of the contract, the schedule, and the agreed remuneration. If an extensive review of the proposed change is necessary, ITP shall inform the client within a reasonable period of time of the estimated time required and the remuneration.

(2) ITP shall either submit a written offer to the client for the implementation of the change request. This offer shall in particular set out the amendments to the service description and their impact on the performance period, the scheduled dates, and the remuneration. Within the acceptance period specified in the offer (and in the contractually agreed form), the Client shall inform ITP whether the offer is accepted. If the Change Request is not feasible, ITP shall also inform the Client thereof within a reasonable period.

(3) ITP shall only begin implementing the change request after approval or instruction from the client.

(4) If ITP proposes a necessary or appropriate change to the specifications/detailed concept, the client may only object to the change if there is a legitimate interest. The objection must be made immediately.

(5) If the client does not observe the change request procedure for its change request, ITP may invoice the change requested by the client separately as a subsequent order extension according to the time expended in accordance with the agreed hourly rates.

§ 3 Completion of services; acceptance and testing

(1) Services (in particular consulting services or training courses) are not subject to acceptance, unless the need for acceptance of the service is expressly specified. In place of formal acceptance, delivery shall take place. ITP shall notify the client of completion and corresponding delivery/transmission. Unless expressly agreed otherwise, commissioning (Go Live) shall be carried out by the client. Upon request, ITP may support the client during commissioning in return for appropriate remuneration, without however assuming responsibility for success/the system.

(2) To the extent that services or partial services provided by ITP are subject to the law governing contracts for work and services, ITP may require a written declaration of acceptance from the Client and/or the preparation of a joint acceptance protocol. In particular, ITP may make the continuation of its services dependent on partial acceptance or acceptance of a self-contained service.

(3) The acceptance test shall be carried out on the client's test system prior to commissioning (Go-Live). ITP shall notify the client of readiness for acceptance in good time prior to the planned Go-Live date. The contracting parties shall carry out the acceptance test jointly within two weeks of this notification. After successful completion of the acceptance test, the client shall immediately declare acceptance in writing.

(4) The services shall be deemed ready for acceptance if they are substantially free of defects and meet all requirements set out in the detailed specification approved by the client (or, if no such approved specification exists, in the statement of work). For this purpose – except for smaller projects – ITP shall usually prepare a test plan together with the client, which lists all essential functions and business processes and serves as the basis for the acceptance test. If the test plan is not already part of the contract documents, ITP will send the test plan to the client at the latest when notifying them of readiness for acceptance. The client must approve the test plan or notify ITP of any additions within two weeks of receiving the test plan. After two weeks, the test plan shall be deemed approved, provided that the client was informed of this deadline and the legal consequences of exceeding it when the test plan was sent. If changes are requested, the contracting parties shall jointly discuss whether these are justified. If no agreement can be reached, the changes shall be included in the test plan with a note of reservation and the acceptance test shall be extended to include these changes, but without legal prejudice.

(5) The client may refuse acceptance due to significant defects and may declare acceptance with reservation in the case of minor defects. If the contracting parties cannot agree during the acceptance test as to whether a defect exists or whether a defect is significant, the contracting parties shall note their respective assessments

as disputed in the acceptance report. The report must nevertheless be countersigned by both contracting parties for documentation purposes, even if the client does not declare acceptance due to differing assessments. Both parties shall receive a copy of the acceptance report.

(6) Defects are considered significant if they prevent or hinder operation. Preventing operation means that it is impossible to use the entire system or an essential function from the test plan. An operationally hindering defect exists if the use of the entire system or an essential function from the test plan is significantly restricted and the defect cannot be temporarily circumvented in a reasonable manner. All other defects shall be deemed insignificant.

(7) Defects or functions that have not yet been implemented, which are insignificant but still require rectification before Go-Live, shall be included in the acceptance report or in a list of open issues ("open points - List"). Go-live by the client may only take place once the OP-List has been processed or ITP has given its express approval for Go-Live.

(8) If the client does not declare acceptance due to the system not yet being ready for acceptance, ITP is entitled to two further acceptance tests within a reasonable period of time. Only if, after these tests, the system is still not ready for acceptance for reasons for which ITP is responsible, shall the acceptance be deemed to have failed.

(9) If the client does not immediately declare acceptance, ITP may set a deadline of one week in writing for the client to submit this declaration. Acceptance shall be deemed to have taken place if the client does not specify the reasons for refusing acceptance in writing within this period. Acceptance shall be deemed to have taken place – irrespective of an acceptance test – if the client uses the services in operational use for a period of four (4) weeks without reporting any defects – insofar as these are apparent – in writing.

§ 4 Agreement on flat-rate remuneration

(1) ITP generally performs its services only against expense-based remuneration ("time and material"). If, in exceptional cases, the contracting parties agree on a flat-rate remuneration, this can only be done in accordance with the following provisions:

　　a. Prior to conclusion of the contract, ITP shall estimate the expenditure on the basis of the client's specifications (including the requirements specification) and, in the course of assuming the risk with regard to the actual expenditure, shall demand a fixed price surcharge on the initial estimate. If, after completion of the subsequent joint planning/design phase, the corresponding cost planning for implementation/realization exceeds the initial estimate by more than 20% due to the detailed knowledge of the requirements and scope of tasks gained by ITP during this phase, ITP may demand renegotiation of the fixed-price remuneration for the implementation/realization phase. Changes to the scope of work shall be treated as change requests and shall be recorded separately in the cost planning.

　　b. If the parties cannot agree on an adjustment in the event of an excess of more than 20%, both parties have the right to terminate the contract. In the event of termination, the client must reimburse the expenses already incurred. Any software licenses that the client has already purchased from ITP for the IT project will be reversed. A reversal of third-party software, e.g., SAP, is only possible after an express individual contractual agreement.

(2) Unless otherwise agreed, the agreed fixed price does not include travel expenses, which are to be reimbursed in accordance with the principles of these contractual terms and conditions.

§ 5 Property rights; third-party rights

Upon full payment of the agreed remuneration, ITP shall grant the Client the non-exclusive right to use the deliverables on a permanent basis within its enterprise for the contractually intended purpose, unless otherwise agreed.

C. Standard software

§ 1 Principles

(1) In addition to the services for the client regulated in B., the parties may also agree on the permanent provision of standard software (software purchase) and, if applicable, its software maintenance and the temporary provision of standard software (software rental). Since the basic provision of services under B. does not

include the provision of standard software, but only services related to standard software, the purchase of standard software, software maintenance, and software rental must be explicitly agreed upon.

(2) Supplementary special conditions apply to the (temporary/unlimited) provision of software and software maintenance. If other conditions (ITP's own or those of licensors) take precedence, ITP will indicate these separately and make them available.

(3) The current valid service description available to the client prior to conclusion of the contract and the approved operating environment shall be conclusively decisive for the quality of the software. The scope of the license is determined by the service description in conjunction with these contractual and license terms and conditions. ITP is not obligated to provide any additional features; in particular, the client cannot derive such an obligation from other representations of the software in public statements or in advertising by ITP and/or – in the case of third-party software – the respective software manufacturer, as well as their employees or distribution partners, unless ITP has expressly confirmed the additional features in writing.

(4) The client shall comply with the instructions of the manufacturer or ITP regarding the use of the software. The client shall be responsible for ensuring that the software is suitable for its intended purposes.

(5) The software shall only be delivered in executable form, including instructions (user documentation or online help) and any installation instructions, exclusively in electronic form. Insofar as the manufacturer's software interfaces with software not supplied by the manufacturer, § 69 d UrhG (German Copyright Act) shall apply. The client has no claim to the transfer of the source code; the client may negotiate with ITP regarding the possibility of depositing the source code. In addition, changes and edits to the contractual software (modification, reworking, decryption, decoding, translation, etc.) require the prior written consent of ITP.

(6) As soon as the actual use of the standard software exceeds the licensed scope, the client must notify ITP in writing and acquire the necessary licenses. The then-current price list of ITP shall apply. Further claims of ITP remain unaffected.

(7) At ITP's request, the Client shall enable ITP to verify proper use of the software, in particular whether the Client is using the program qualitatively and quantitatively within the scope of the licenses acquired. For this purpose, the client shall provide ITP with information, grant access to relevant documents and records, and allow ITP or an auditing firm designated by ITP and acceptable to the client to review the hardware and software environment used. ITP may carry out the review on the client's premises during regular business hours or have it carried out by third parties bound by confidentiality. ITP shall ensure that its on-site activities cause as little disruption as possible to the client's business operations. If the review reveals that the number of licenses purchased has been exceeded by more than 5% (five percent) or that the software is being used in any other way that is not in accordance with the contract, the client shall bear the costs of the review; otherwise, ITP shall bear the costs. All other rights are reserved.

(8) Compatibility of software release versions

a. Release version dependency: The functionality and usability of the standard software offered by ITP may be dependent on certain SAP release versions. Use of the ITP standard software requires that the client's SAP release version matches the release version specified for the respective software version.

b. Availability and updates: It is the client's responsibility to ensure that the SAP release used is compatible with the required release of the ITP software. ITP accepts no liability for restrictions or malfunctions resulting from a discrepancy between the SAP releases and the releases of the ITP standard software.

c. Changes and notifications: Changes to the required SAP release levels will be communicated to the client in good time. It is the client's responsibility to take appropriate measures to update or adapt their SAP environment to ensure compatibility.

(9) Unless otherwise agreed, the software shall be installed and commissioned by the client. All other services provided by ITP at the client's request (in particular, preparation for use, installation and demonstration of successful installation, instruction, training, and consulting) shall be remunerated on a time and material basis.

(10) ITP may take appropriate technical measures to protect against use that is not in accordance with the contract. This must not impair the use of contractual service. The contractual software may be protected against unauthorized use by a coding system. ITP shall provide the client with a license key for the licensed scope of the contractual software. The client is not entitled to decrypt or circumvent the coding system.

(11) A copy of the software may only be made to the extent necessary for the use specified in the contract. Copyright notices contained in the software may not be altered or deleted.

(12) If software is provided to the client for testing purposes prior to the conclusion of a contract, the right to use this software expires after a reasonable or specifically agreed test period. In particular, if no contract is concluded, all items and documents provided must be returned or proof of their deletion must be provided to ITP. In all other respects, the confidentiality obligations under these GTC apply.

(13) ITP is entitled to remuneration for additional services on a time and material basis if

a. the reported error is due to incorrect operation by the client and not to a software error covered by a software rental/maintenance package, or

b. the reported error occurred due to a faulty or insufficient IT infrastructure at the client's premises and ITP incurs additional expenses in providing the contractual maintenance services as a result.

The current ITP price list applies.

(14) Unless otherwise agreed, the right of use under the various models shall extend only to the use of the standard software on the productive SAP or IT system forming the basis of the contractual agreement, as well as on the associated internal development and test systems of the Client. For each additional self-contained SAP system on which the contractual software is to be installed or executed, a separate license must be obtained.

§ 2 Permanent Provision of Standard Software

(1) Upon full payment of the agreed remuneration, ITP grants the client the right to use the agreed software to the extent contractually agreed. If the scope has not been expressly specified in the contract, this shall constitute a simple, non-exclusive, perpetual right of use. The right of use is limited to internal purposes of the client. Any extended use must be contractually agreed prior to commencement.

(2) The transfer of usage rights to third parties is permitted only in the event of a change of corporate form. In such case, the new company must assume all rights and obligations. The Client shall notify ITP of this in writing.

§ 3 Temporary Provision of Standard Software

(1) The client has independently selected the software to be rented based on its own technical and functional requirements.

(2) ITP's obligation to maintain the usability of the rented software relates solely to the condition contractually owed at the commencement of the rental period. This includes compatibility with the SAP release level. ITP warrants the maintenance of the contractually agreed condition of the software during the contractual term and that no third-party rights conflict with its contractual use. ITP shall remedy any material defects or defects of title in the rented item within a reasonable period of time. ITP may fulfill its duty to remedy by providing the Client with appropriate corrections for installation.

(3) Strict liability of ITP under § 536a BGB (German Civil Code) for defects already existing at the time of conclusion of the contract is excluded.

(4) Termination by the client pursuant to § 543 (2) Sentence 1 No. 1 BGB (German Civil Code) due to failure to grant contractual use is only permissible if ITP has been given sufficient opportunity to remedy the defect and this has failed. Failure shall only be assumed if the rectification of defects is impossible, has been refused by ITP, or is unreasonably delayed, or if there are justified doubts as to the prospects of success, or if the rectification of defects is unreasonable for the client for other reasons.

(5) ITP may provide the Client with new versions of the rented software with at least the same scope of functions/performance. The client undertakes, after a reasonable period – generally not exceeding three months – to use only the new version, unless such use would be unreasonable.

(6) The rented software may be used only by the client and solely for the contractually agreed purposes. Unless otherwise agreed, the client shall, in return for payment of the rental fee, receive a non-exclusive, non-transferable, non-sublicensable right, limited in time to the duration of the rental agreement, to use the software within the scope granted in this contract and the license certificate. Contractual use includes

installation as well as loading, displaying, and executing the installed software. The type and scope of use are otherwise determined by the contract.

(7) The client is not entitled to transfer the copy of the software provided to them or any backup copy created to third parties. In particular, the client is not permitted to sell, lend, rent, or otherwise sublicense the software, or to publicly reproduce or make the software accessible.

(8) The client is only entitled to reproduce, edit, or decompile the software if this is permitted by law and only if the information necessary for this is not made available by the software manufacturer or ITP at the client's request. Actions by the client that do not require consent pursuant to Section 69 d of the German Copyright Act (UrhG) may be carried out in accordance with the provisions therein.

(9) The rental fee for the rented software shall be determined in accordance with the current ITP price list at the time of conclusion of the contract. The rental fee covers the provision of the rented software and the maintenance of its contractually agreed condition. If the contract is not concluded on the first day of a calendar month, the rent payable for the first month shall be calculated pro rata for the remaining days of that month, beginning with the day following the provision of the software. The rent for each subsequent month shall be due in advance on the third business day of each month. In the first month of the rental period, the rental fee shall fall due upon full provision of the software.

(10) The contract is concluded for an indefinite period. It may be terminated by either party with six (6) weeks' notice to the end of each calendar quarter, but no earlier than the end of the quarter in which the anniversary of the conclusion date of this contract first occurs. The rental agreement may also be terminated by either party without notice for good cause. Good cause entitling ITP to terminate the agreement shall be deemed to exist in particular if the client infringes ITP's rights of use by using the software beyond the scope permitted under this agreement and fails to remedy the infringement within a reasonable period of time after receiving a warning from ITP. Termination must be made in writing.

(11) In the event of termination, the client must cease using the software and remove all installed copies of the program from its computers and, if applicable, immediately return any backup copies made to ITP at its discretion or destroy them.

§ 4 Software maintenance and support

(1) ITP shall provide the agreed maintenance and support services only for the current version of the agreed standard software to be maintained/supported, in return for the separately agreed remuneration. The subject of maintenance/support is assistance only in relation to software errors—maintenance/support does not extend to problems caused by third-party software or by errors or adverse settings in the hardware.

(2) If third-party software is agreed to be subject to maintenance/support, the specifically described limitations shall apply. The services include the periodic provision of the latest versions of the standard software to be maintained (hereinafter referred to as "Updates") as well as a telephone customer hotline. Any additional support services shall only be performed upon separate order and shall be billed according to the time spent, based on the agreed ITP price list.

(3) If the Client has made changes to the software to be maintained/supported, if the software is not in the agreed operating environment, or if changes have been made to it by third parties, such situations are not covered by software maintenance/support.

(4) The client agrees to the establishment of remote access to its IT infrastructure as defined by ITP and shall support its establishment and maintenance with reasonable measures.

(5) ITP shall inform the client as soon as ITP has released an update for the software to be maintained/serviced. ITP shall send updates to the client electronically. A physical data carrier and installation at the client's premises are not owed.

(6) The updates may contain additional functionalities, but the client shall have no claim to the implementation of specific functionalities within the scope of the updates. ITP shall decide independently on the type, scope, and frequency of updates to the ITP software.

(7) If the client (or a third party, if applicable) does not install a provided update within 14 calendar days or does not commission ITP to install it, they must notify ITP immediately in writing. ITP may refuse future maintenance services relating to outdated software versions.

(8) The respective service level is defined in a separate SLA.

(9) Unless the parties have agreed to a separate remuneration arrangement regarding the service level agreements with maintenance and support services on a monthly basis, the Client shall pay ITP an annual flat fee amounting to 20 percent of the purchase price of the software, plus the value-added tax applicable at the time of invoicing.

(10) The flat fee shall be invoiced in advance for each contractual year. It shall be due on the invoice date and must be paid within 14 days of the invoice date.

(11) The contract term shall commence on the agreed date. Unless the parties have agreed on a separate term or notice period, the maintenance and support contract may be terminated at the earliest after 2 years with a 3-month notice period to the end of the contract year. If termination does not take place or does not take place in due time, the contractual relationship shall be automatically extended by one year without the contracting parties having to make a separate declaration to this effect. The contractual relationship may also be terminated during this subsequent term with three months' notice to the end of the term. The right to extraordinary termination for good cause remains unaffected. Notice of termination must be given in writing.

September 2025