

PipeLaunch GmbH General Terms and Conditions (GTCs) for Subscription (Lease) & Maintenance of Software-as-a-Service (SaaS)

This Agreement was last updated on June 20, 2024. It is effective between Customer and PipeLaunch GmbH as of the date of Customer's accepting this Agreement (the "Effective Date").

§ 1 Applicability of the GTCs

- (1) The following General Terms and Conditions shall apply to the entire present and future business relationship between PipeLaunch GmbH (hereinafter referred to as the "Licensor") and another enterprise, a legal entity under public law or a special fund under public law (hereinafter referred to as the "Licensee") regarding the provision and maintenance of standard software, unless otherwise regulated in each case. The GTCs of the Licensor shall apply exclusively.
- (2) Any provisions conflicting with these GTCs and/or the software agreement concluded between the parties, in particular the Licensee's GTCs, shall not apply. Such regulations are hereby expressly rejected.

§ 2 Subject Matter of the Agreement

- (1) The Licensor provides the Licensee with access to the software via the Internet as an SaaS service and stores the Licensee's data on servers in a data centre.
- (2) The software is provided via the Internet, whereby the transfer point for the SaaS services is the router port of the data centre used by the Licensor to the Internet. The provision and maintenance of suitable software and hardware equipment at the Licensee's premises up to the transfer point is the Licensee's responsibility.

§ 3 Granting the Rights of Use

- (1) The Licensor grants the Licensee rights to use the software as an SaaS service to the extent specified in the separately concluded software agreement. The rights of use are non-exclusive and non-transferable. The Licensee is not entitled to grant sub-licenses.
- (2) In the case of concurrent-user licences, the Licensee acquires the right to allow the contractually specified maximum number of users simultaneous access to the software.
- (3) "Software" means the standard software listed in the software agreement, including any new versions, releases, patches, updates, upgrades and corrections to be made during the term of the agreement. The Licensor is entitled to provide the documentation exclusively in electronic form.
- (4) If the Licensee receives a further copy of software that replaces previously provided software, the right of use granted to the Licensee in the software agreement always refers to the last software copy received. The right of use granted for the previously received copy of the software shall expire upon implementation of the last software copy received.

- (5) The Licensee may not decompile, disassemble, modify, rent, lease, lend, provide training to anyone other than its own employees, or otherwise use or employ the software in any manner beyond the rights granted in the software agreement, except as permitted by applicable law. "Modification" means the translation, adaptation, arrangement and other modifications of the software as well as the reproduction of the results thereof in accordance with Section 69c no. 2 of the German Copyright Act (UrhG).
- (6) If the Licensor creates extensions or modifications to the software for the Licensee, or makes available existing extensions or modifications, the provisions of this paragraph shall apply accordingly. This also applies to the results of services rendered by the Licensor.
- (7) If extensions or modifications are created by using third-party software, the rights of use granted by the third-party provider shall be decisive for the Licensee.

§ 4 Implementation, Training and Services

- (1) Depending on the contractual agreement, the Licensee shall receive support from the Licensor in the implementation of the software and training of the employees or other individual services. The support services are subject to a fee unless otherwise stated in writing.
- (2) The Licensor is entitled to invoice the Licensee monthly for the costs of implementing the software and training the employees, whereby the scope of the activities and the costs result from the software agreement.
- (3) Incidental travel expenses are billed at the actual costs incurred.
- (4) If the service is changed or cancelled less than 15 days before the confirmed date, 30% of the cost of the service as stated in the agreement will be payable - if less than 8 days, 80% of the cost - unless the Licensee proves lesser or no damage or the Licensor proves higher damage.
- (5) The Licensor shall provide the services during an operational period from 8.00 a.m. CET to 6.00 p.m. CET on Mondays to Fridays, excluding public holidays at its registered office and 24.12. and 31.12. of a calendar year. The Licensor is not obliged to provide services outside the core hours.
- (6) Services provided after 6.00 p.m. and before 8.00 a.m. are generally charged with a 100% surcharge.

§ 5 Access Data

- (1) The Licensor shall provide the Licensee with the access data once the software agreement has been concluded.
- (2) The Licensee shall keep the access data secret and provide access exclusively to those employees who are authorised to use it. The Licensee must report any misuse or loss of access data. The Licensor is entitled to immediately block the access data and will provide the Licensee with corresponding new access data.
- (3) For each individual case in which the Licensee discloses its access data to third parties or otherwise enables third parties to use the software, the Licensor shall be entitled to claim liquidated damages from the Licensee in the amount of the fee for one year for one user. The damages shall be set higher or lower if the Licensor proves higher damages or the Licensee proves that lower damages or no damages at all have been incurred. In the

event that further damages are claimed, including against the third party, the liquidated damages shall be credited.

- (4) In the event of unauthorised use or transfer of use to third parties, the Licensee shall, upon request, provide the Licensor with all necessary details about the third party that are known to the Licensee to enable the Licensor to make any claims for compensation, in particular name, address and date and scope of the use

§ 6 Operating Time, Availability

- (1) The software shall be available seven days a week for 18 hours per day (6.00 a.m. - midnight CET or CEST) ("operating time"). The availability of the software during the operating time is 95% on an annual average.
- (2) The Licensor shall carry out any necessary maintenance work as smoothly as possible regarding the Licensee's use. During the maintenance period, the software may be available with restrictions or interruptions, the Licensee, however, shall not have a claim for use of the software. If maintenance work is required during the operating time, the Licensor will inform the Licensee of this in good time.
- (3) The client-side connection to the Internet shall be the responsibility of the Licensee.

§ 7 Software Maintenance

- (1) Within the scope of software maintenance, the Licensor shall support the Licensee in the ongoing operation of the respective current version of the software and shall provide updates and/or upgrades to future versions. Support during ongoing operation includes the analysis of programme errors and the provision of troubleshooting information.
- (2) Software maintenance, in addition to the granting of rights to use the software, is optional and may be terminated separately by the Licensee with three months' notice to the end of the respective contractual period.
- (3) Upon termination of software maintenance, the Licensee shall no longer be entitled to ongoing support for the software and to future upgrades of the software. If the Licensee continues the software maintenance terminated by it by concluding a new software maintenance agreement or concludes a software maintenance agreement for the first time for a version used by it that is not current, it shall pay the accrued fees for the terminated period or the period between the publication of the version used by the Licensee and the publication of the current version of the software.

§ 8 Service Changes

- (1) The Licensor shall have the right to change the service at any time, provided that the change is reasonable for the Licensee. A change is deemed to be reasonable if it is necessary for an important cause (e.g. for programming reasons) and the software continues to be essentially functional. The Licensor is obliged to notify the Licensee of the change in text form at least six weeks before it comes into force.
- (2) Irrespective of changes pursuant to paragraph 1 of this clause, the Licensor is entitled to change or supplement the services at any time, even without good cause. In this case, the Licensor is obliged to notify the Licensee of the change or supplement in text form no later than six weeks before it takes effect. The Licensee is entitled to object to the changes or supplements in text form within 14 days of receipt of the notification. If the

Licensee does not object or does not object in due time or in the required form, the changes and supplements shall become a part of the agreement, otherwise they shall not. The Licensor is obliged to inform the Licensee of the consequences of their conduct in the notice of change.

§ 9 Fees

- (1) The Licensee shall pay the Licensor the fees agreed in the software agreement for the provision and maintenance of the software.
- (2) The costs for downloading the software shall be borne by the Licensee.
- (3) All prices are subject to the applicable value added tax, except that value added tax does not apply. Should the Licensee, for whatever reason, be exempt from paying VAT or be subject to a corresponding statutory exemption, it shall provide the Licensor with all documents required for the final examination of this circumstance without being requested to do so prior to the respective invoicing. If the Licensor does not receive the relevant documents in due time or if the documents are incomplete, the Licensor shall be entitled to charge VAT, which must be paid by the Licensee.
- (4) The Licensee may only offset any amounts against undisputed or finally adjudicated claims. The Licensee may exercise any rights of retention only based on undisputed or finally adjudicated claims. The Licensee is not entitled to assign its claims to third parties, except in accordance with the regulation in Section 354a of the German Commercial Code (HGB).
- (5) Unless otherwise agreed, the fee for the provision and maintenance of the software shall be due annually in advance and the payment obligation shall commence at the beginning of the agreement.
- (6) Payments are due within 14 days from invoicing. From the due date, the Licensor may demand the statutory default interest from the Licensee.
- (7) The Licensor is entitled to adjust the fees for the provision and maintenance of the software annually to the consumer price index of the Federal Republic of Germany, whereby the Licensor must notify the Licensee of the adjustment in advance in text form. The Licensor is entitled to combine the price increases of the last 5 years in one adjustment, provided they have not yet been applied.

§ 10 Measurement

- (1) The Licensor is entitled to measure the use of the software at least once a year, whereby the measurement can be carried out both on site and as a remote measurement. The analysis includes a comparison of the actual use with the contractual use.
- (2) The Licensee shall reasonably support and cooperate in the performance of the measurement and provide all information necessary to perform the measurement. The Licensor is entitled to use third parties to carry out the measurement and shall oblige them to maintain confidentiality.
- (3) If the Licensor determines that the Licensee uses the software beyond the scope permitted in the software agreement, this constitutes excessive use, which is considered a subsequent purchase and can be billed by the Licensor according to the regulations on "subsequent purchase".
- (4) The right to claim further damages remains unaffected.

§ 11 Excessive Use and Subsequent Purchase

- (1) The Licensee is obliged to inform the Licensor of all circumstances that are relevant to calculate the licence fee, in particular the extent and scope of the use. Any excessive use is deemed a subsequent purchase.
- (2) The Licensor is entitled to invoice a subsequent purchase based on the price list valid from time to time and to demand payment of all fees in full, including those for software maintenance.

§ 12 Licensee's Duty of Cooperation

- (1) When using the software, the Licensee shall comply with the regulations and prerequisites of the software, in particular the requirements and prerequisites for proper operation of the software.
- (2) The Licensee shall verify the possible fulfilment of the functionality of the software expected by the Licensee based on the Licensor's documentation, notices and information, unless and to the extent that the parties agree otherwise.
- (3) The Licensee shall be responsible for the backup of their data, the security of the hardware and software they use and the storage of any passwords.
- (4) The Licensee shall review all compliance-related or statutory regulations to be observed for the Licensee and its systems, e.g. the principles for the proper management and storage of books, records and documents in electronic form as well as for data access (GoBD) or data protection regulations, and decide whether and to what extent the software is suitable for this purpose. As regards the compliance with other contractual or statutory regulations, the software may be only a certain component.

§ 13 IP Rights

- (1) The Licensor is the owner of all rights in connection with the software and the documentation, in particular all IP rights, without any restrictions and on an exclusive basis, unless and to the extent that software is used which is not subject to any restriction of use by the Licensor and/or the Licensee.
- (2) "IP rights" refers to all industrial property rights, in particular patents, rights to inventions, copyright, trademarks, designs and utility models as well as all related rights of exploitation and use.
- (3) The Licensee shall not alter, remove, cover or otherwise interfere with any markings, logos, trademarks or other references to IP rights or other rights of the Licensor.

§ 14 Term of the Agreement, Termination

- (1) The agreement for the provision of the software is concluded for a period stated on the order form above and is automatically renewed for a further 12 months, unless terminated 3 months before its renewal.
- (2) The right to terminate the agreement for cause shall not be affected and exists, in particular, in the event of
 - a) a violation of IP rights,
 - b) a continued violation of the provision in § 2 (4) (prohibition of modification etc.) by the Licensee for more than 15 days after a corresponding warning,
 - c) insolvency of the Licensee or

- d) a material change in the Licensee's ownership structure or voting right control.
- (3) Notice of termination must be given in text form.
- (4) The provisions of paragraphs 1 to 3 shall also apply accordingly to the software maintenance agreement.

§ 15 Warranty

- (1) The Licensor grants rights of use to the software, which conforms to the product description in the documentation regarding the quality, specifications and functions, in particular regarding the system requirements, in order to ensure the performance of the software. The Licensor does not owe any quality beyond that specified in this paragraph. The Licensee expressly agrees to this regulation.
- (2) Warranty claims are conditional upon software installation as provided for in the documentation and compliance with the system requirements.
- (3) The term "documentation" refers exclusively to the entirety of the explanations and descriptions of the software, its functionality and its operation, which are provided with the software.
- (4) The Licensor declares that the use of the software by the Licensee does not conflict with any third party rights.
- (5) In the event of proven defects, the Licensor shall provide warranty by means of subsequent performance in such a way that the Licensor, at its discretion, provides new and defect-free software or rectifies the defect. The defect may also be remedied by pointing out a reasonable way of circumventing the effects of the defect.
- (6) If subsequent performance finally fails after a reasonable period to be set by the Licensee, the Licensee may terminate the software agreement for cause or reduce the purchase price.
- (7) The Licensor is entitled to demand from the Licensee the costs actually incurred for the rectification of defects, provided that the alleged defect cannot be proven, cannot be attributed to the Licensor or is due to incorrect operation contrary to the documentation.
- (8) The strict liability for defects already existing at the time of conclusion of the agreement in accordance with Section 536 (1) is excluded.

§ 16 Liability

- (1) The Licensor shall be liable without limitation in the event of wilful misconduct and for damages arising from injury to life, body or health. In addition, the liability shall not be limited in the context of product liability and the assumption of a guarantee for the quality.
- (2) The Licensor's liability for the lack of warranted characteristics and for gross negligence shall be limited to the amount of the foreseeable damage.
- (3) In the case of a breach of a duty, the very discharge of which is an essential prerequisite for the proper performance of the agreement (cardinal duty), the Licensor shall also be liable for slight negligence, but limited to the amount of damages as may typically be expected to arise in the context of temporary provision of software or software maintenance.
- (4) The foregoing liability regulation shall also apply to the liability of vicarious agents.
- (5) Any liability beyond the regulations in no. 1 to no. 4 shall be excluded.

§ 17 Confidentiality

- (1) The parties are obliged to maintain secrecy about all trade secrets of the respective other party and may not use trade secrets beyond the purposes of this agreement. Neither party may disclose trade secrets of the respective other party.
- (2) The parties agree that all information to which a party gains access during the performance of its specific activities and/or of which a party becomes aware in connection with its specific activities are considered trade secrets within the sense of the German Act on the Protection of Trade Secrets (GeschGehG), in particular all corporate or operational facts, information and documents on operational processes, business relationships and know-how as well as also all work results resulting from this agreement, irrespective of the specific designation and the manner of the secrecy measure.
- (3) The customer acquires no co-ownership of trade secrets within the meaning of the GeschGehG, in particular not of the contractor's work results, regardless of the form or manner in which disclosure is made or knowledge obtained.
- (4) Trade secrets may only be disclosed to persons who need them for the performance of the agreement. The recipient of the trade secret is obliged to impose a duty of confidentiality on such persons that complies with the rules of confidentiality specified here.
- (5) The duties in accordance with this paragraph or the GeschGehG shall also apply beyond the termination of this agreement.

§ 18 Marketing and Public Relations

- (1) The Licensor shall be entitled to use the trademarks or logos of the Licensee in public or for advertising purposes.
- (2) The Licensor shall be entitled to mention and publish the name of the Licensee in customer and/or reference lists.

§ 19 Final Provisions

- (1) No oral ancillary agreements have been made. Amendments and supplements to this agreement must be made in text form. This also applies to a waiver of this text form requirement.
- (2) German law shall apply to the conclusion and performance of all agreements. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) are excluded.
- (3) If individual provisions of this agreement are or become ineffective in whole or in part or if a gap is identified, the validity of the remaining provisions shall not be affected. The parties agree that the ineffective clause is deemed to be replaced by an effective clause which the parties would have concluded if they had been aware of the ineffective clause and which comes as close as possible to the economic purpose of the ineffective clause.
- (4) The place of jurisdiction for all disputes arising from or in connection with this agreement shall be the registered office of the Licensor.