

## GENERAL SERVICES AGREEMENT

PLEASE READ THIS GENERAL SERVICES AGREEMENT CAREFULLY BEFORE TAKING ADVANTAGE OF APIIDA SOLUTION ENGINEERING SERVICES. BY ASSENTING TO THE TERMS OF THIS AGREEMENT, YOU (A) ACCEPT THIS GENERAL SERVICES AGREEMENT AND AGREE THAT END USER IS BOUND BY THESE TERMS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF END USER AND BIND END USER TO THESE TERMS.

### Definitions

For these general provisions as well as any causally related contracts, the following definitions of terms apply.

End User	Are external individual or legal entities that obtain services directly from APIIDA or through an APIIDA Reseller.
Third parties	Are external individual or legal entities, other than the End User, who are not affiliated with one or both contracting parties; this includes cooperating with outsourcing service providers, facility management providers or service providers. Affiliated companies of the contracting parties are not third parties.
Industrial property rights	This includes all property rights, in particular copyrights, patents, trademarks, domains, utility models and designs of national or international legal situations.
Affiliated companies	An affiliated company is a company that is controlled by the respective party, that controls the respective party or that is under joint control of another company with the respective party, whereby control means the possibility of significantly influencing the formation of the will of a company through a majority of capital and votes or in another way.
Project shutdown	Complete or at least partial premature termination of the agreed services (project), based on reasons for which the End User or its End User is responsible; excluding force majeure, warranty, or liability claims.
Workday	Weekdays, Monday to Friday; excluding Saturday, Sunday, and national holidays in Germany.
Specific Services Agreement	A document that defines all the work management aspects of a project, typically covering the activities, deliverables and timelines for the project.
Order Form	A transactional document between the End User and APIIDA, covering the order of products or services by the End User from APIIDA.

## 1. General

- 1.1. This General Services Agreement is between APIIDA AG, Goebelstrasse 21, 64293 Darmstadt, Germany ("APIIDA") and the customer (individual or entity) that has procured APIIDA Solution Engineering Services as an End User ("End User").
- 1.2. APIIDA undertakes to provide consulting and/or services (hereinafter "services") to the End User (and/or its End User) in accordance with this General Services Agreement, the respective Specific Services Agreement, or a service description in the Order Form.
- 1.3. The purchase is executed directly from APIIDA or through an authorized APIIDA Reseller under a purchase order or another order document ("Order Form") between End User and APIIDA, or between End User and the Reseller (where a corresponding order from an APIIDA authorized Reseller (or a Distributor, who is distributing to the Reseller) has been accepted by APIIDA).

End user agrees to pay the amounts set forth in the relevant Specific Services Agreement (or Order Form) between End User and APIIDA or between End User and the Reseller.

Fees for services provided by APIIDA shall be invoiced as agreed between End User and APIIDA or between the End User and the Reseller. Notwithstanding the foregoing, End User understands and agrees that fees for APIIDA services shall be paid according to the payment terms defined in the Specific Services Agreement (or Order Form). End user acknowledges that the Reseller and APIIDA are independent of each other, and that the Reseller does not have any authority to bind APIIDA in any way, make any modifications to this General Services Agreement or to make any warranties or representations on APIIDA's behalf and that APIIDA has no liability whatsoever for any acts or omissions of any Reseller.
- 1.4. This General Services Agreement governs the general conditions under which the End User may order services from APIIDA. A description of the services is provided in the respective Specific Services Agreement, or a service description in the Order Form.
- 1.5. These general provisions are contractually an integral part of all orders/contracts which are in connection with these general provisions. A Specific Services Agreement (or Order Form) must contain at least the following information:
  - a. Description of the services to be provided/performed
  - b. Remuneration and terms of payment
  - c. Term of the contract
- 1.6. This General Services Agreement does not constitute an obligation to place an order.
- 1.7. The contracting parties are each not entitled to assign claims arising from this contract in whole or in part to third parties without the written consent of the other contracting party.
- 1.8. There shall be no transfer of employees of APIIDA to the End User in connection with the execution of the agreed orders.

## 2. Contract structure

- 2.1. For all services, the following contractual and legal regulations apply exclusively in the named order.
  - a. Order Form
  - b. Specific Services Agreement
  - c. General Services Agreement (this document)

- 2.2. In the event of contradictions or divergences in content between the provisions of this General Services Agreement and provisions of the Order Form or the Specific Services Agreement, the provisions shall apply as per the order in section 2.1.

### **3. Contract / order execution**

- 3.1. APIIDA shall perform the services to be rendered by it in accordance with the principles of proper professional practice within the respective agreed time frame and the state of the art by appropriately qualified personnel.
- 3.2. APIIDA shall work on its own responsibility and as required in coordination with the End User. It shall be liable for the completeness and factual correctness of all documents and products created by it, in accordance with the respective service description.
- 3.3. For services that are not the subject of the Specific Services Agreement, APIIDA shall submit a separate offer; this shall apply equivalently to change requests (see section 4.7). The End User shall receive an order confirmation after its acceptance, whereby an order shall be concluded. The End User shall be obliged to notify APIIDA immediately of any obvious errors or incompleteness in the offer/order.
- 3.4. Transfer of risk  
Unless otherwise agreed, the performance (creation and/or delivery) of services shall take place at the place of performance (see section 16.1). The risk of accidental loss and/or deterioration of the services shall pass to the End User upon handover.
- 3.5. In the event that a written contract is not concluded, and APIIDA has already begun preliminary work in the knowledge of the End User, APIIDA shall be entitled to reasonable remuneration for this.
- 3.6. The contracting parties shall not poach any employees or executives (managing directors or senior managers) from each other. The non-solicitation clause shall apply for a period of two years after termination of the contract.
- 3.7. APIIDA undertakes towards the End User to comply with all regulations under labor law and social security law regarding its employees (incl. freelancers).
- 3.8. APIIDA is obliged to provide its services as defined in the respective Specific Services Agreement. Any deviation shall be agreed upon by the contracting parties in writing.

### **4. Rights and obligations of the End User**

- 4.1. The End User shall appoint contact persons for APIIDA for cooperation and for the management and coordination of the services.
- 4.2. Duty to support and cooperate  
The End User shall support APIIDA in the performance of the agreed services to the extent that the activity is reasonable for it and necessary or expedient for the respective performance of the service. The End User shall ensure that APIIDA can perform its services and shall not negatively affect APIIDA in the performance of its services. If a service cannot be provided by APIIDA due to actions on the part of the End User, for which the End User is responsible (disruptive actions), APIIDA shall not be liable for this. The claim for remuneration from APIIDA refers to its services to be provided. If APIIDA is unable to perform these services in whole or in part due to disruptive actions, APIIDA shall be entitled

to the agreed remuneration - at least on a pro rata basis; this shall also apply in the event of a project shutdown.

4.3. APIIDA is dependent on the support of the End User for the proper and timely provision of services. For this purpose, the End User shall provide APIIDA with reasonable cooperation obligations free of charge, including in particular, providing APIIDA with access to premises and/or IT systems, if and to the extent this is necessary or expedient for the execution of its order and also not blocking or hindering APIIDA in any other way in the execution of its activities.

4.4. On a revolving basis, the End User shall perform data backups on the IT systems provided.

4.5. Right of coordination

The End User shall coordinate the employees and vicarious agents deployed by APIIDA within the framework of the respective Specific Services Agreement and in accordance with the provisions of this General Services Agreement regarding their professional and timely performance of their services. A right of direction under labor law is hereby explicitly excluded.

4.6. In the event that the place of performance (place of fulfillment) is agreed to be the End User's office, the End User shall ensure that APIIDA's employees deployed are not integrated into the End User's business either spatially or organizationally. The right of coordination shall not be restricted by this.

4.7. Change Requests

For services which are not the subject of the Specific Services Agreement, or which go beyond the subject of the Specific Services Agreement, APIIDA shall submit an offer to the End User. An order is placed when the End User accepts the offer with a written declaration. Commissioned services are to be paid for separately by the End User.

## 5. Subcontracting

5.1. APIIDA shall generally perform its contractual obligations with its own personnel. In consultation with the End User, third parties may be commissioned for services (subcontractors). The End User shall not unreasonably refuse requests for approval of subcontractors.

5.2. Approval may only be revoked for good cause. This can be assumed, for example, if the subcontractor concerned has committed a sustained or serious breach of contractual obligations. The services provided by subcontractors shall be deemed to be services provided by APIIDA.

5.3. Subcontracts shall be concluded in writing as a matter of principle, and the contractual agreements shall be designed in such a way that the essential requirements of the Specific Services Agreement and this General Services Agreement can be complied with by APIIDA and its subcontractor.

5.4. Freelance employees of APIIDA who are involved in the order as vicarious agents of APIIDA shall not be deemed subcontractors within the meaning of this provision.

**6. Acceptance**

- 6.1. Acceptance procedure
- 6.2. The End User shall be obliged to inspect and accept the commissioned services in accordance with the specifications in the Specific Services Agreement or Order Form, unless acceptance can be ruled out due to the nature of the service to be accepted (e.g., Time + Material contracts). Acceptance cannot be refused due to insignificant defects.
- 6.3. The End User must provide and document the jointly defined test cases and acceptance criteria in a binding manner 10 days before APIIDA declares readiness for final acceptance.
- 6.4. If defects are present at the time of acceptance, APIIDA shall be obliged to remedy them; it shall bear the reasonable costs required for this itself. APIIDA shall be entitled to two attempts at subsequent performance.
- 6.5. Until the remuneration has been paid in full, APIIDA reserves the right of ownership and exploitation of the work or service in question. This shall apply equivalently to partial services and associated payments on account.
- 6.6. After a second unsuccessful attempt at subsequent performance, the End User shall be entitled to remedy the defect itself and to offset the reasonable expenses required for this against APIIDA's claim for remuneration or to charge the reasonable costs to it.
- 6.7. By accepting the services of APIIDA, the End User does not waive any claims for rectification of defects/warranty claims.

**7. Performance times and delay**

- 7.1. The dates and deadlines defined in the Specific Services Agreement are binding. Changes to service times can only be agreed bilaterally by the contracting parties.
- 7.2. APIIDA is obliged to inform the End User immediately in writing if dates and deadlines cannot be met.
- 7.3. The contracting parties are obliged to jointly find and adopt alternative solutions or mitigations to remedy the time delay. Appropriate documentation must be prepared.
- 7.4. In case of delay (serious negligence) in conclusion (delivery of services) of a service contract caused by the actions of one of the contracting parties, the contracting parties shall be entitled to claim a contractual penalty from the other contracting party in the maximum amount of 5% of the accounts receivable value.

**8. Remuneration and payment modalities**

- 8.1. APIIDA shall issue an invoice for services provided under this agreement. Prices for services are according to applicable agreements between the parties.
- 8.2. Remuneration shall be due without deductions upon invoicing, in accordance with the contractually agreed provisions. If services are provided at the End User's premises, travel costs and expenses shall be invoiced separately against proof of evidence.
- 8.3. In the event of premature termination of the contract, the End User shall be obliged to pay a portion of the remuneration accrued up to the period of termination of the contract.

**9. Operating resources**

- 9.1. Resources which the contracting parties make available to each other for the provision of their services - on the basis of these provisions - shall remain the property of the providing

contracting party. This applies unless otherwise agreed in the respective Specific Services Agreement or Order Form.

- 9.2. The contracting parties shall bear the risk of accidental loss or accidental deterioration of the means, provided that they are in possession of or under the control of the respective contracting party.

## **10. Industrial property rights, rights of use and defects of title**

- 10.1. Notwithstanding any mandatory license provisions, the End User shall receive a right to use the services and/or work results provided by APIIDA. The scope of use and content shall be defined by the contracting parties in the respective Specific Services Agreement or Order Form.
- 10.2. The right of use includes the usability of the rendered services. There is no legitimation for editing and changing the subject matter of the service during the term of a Specific Services Agreement or Order Form and during the term of this General Services Agreement.
- 10.3. The granting of further rights of use (sublicenses) results from the respective Specific Services Agreement or Order Form.
- 10.4. By means of appropriate contracts and measures with its employees, freelancers and vicarious agents, APIIDA shall ensure that it can transfer the granted rights of use and exploitation to the End User.
- 10.5. Unless otherwise agreed between the contracting parties in the Specific Services Agreement or Order Form, the granting of rights of use is included in the payment of the remuneration.
- 10.6. In the event that third parties assert rights to the services of APIIDA (third-party claims), APIIDA shall indemnify the End User against all such legally established claims. The End User is obligated to immediately notify APIIDA as soon as it becomes aware of third-party claims.
- 10.7. In all other respects, the provisions of this General Services Agreement of APIIDA shall apply.

## **11. Liability and force majeure**

- 11.1. APIIDA is liable in case of malice, intent, or gross negligence. This also applies to the loss of data caused by APIIDA. Liability for slight negligence only occurs if essential contractual obligations have been violated.
- 11.2. The liability for slight negligence is limited to the amount of foreseeable damage. In case of breach of an essential contractual obligation, the maximum sum amounts to 2.500,- EUR per case of damage and in total to 10.000,- EUR per year.
- 11.3. Insofar as it is evident that the causal damage event could not have been avoided by APIIDA, even with the utmost care (force majeure), APIIDA shall not be obliged to pay damages to the End User.
- 11.4. The provisions of the Product Liability Act shall remain unaffected.
- 11.5. The aforementioned liability regulations also apply to vicarious agents and legal representatives of APIIDA. Contractual liability claims expire after one year.
- 11.6. Force majeure  
APIIDA shall not be liable in situations that significantly complicate, temporarily hinder, or render impossible the performance of contractual services. This applies in particular to situations which are beyond the will and influence of a contracting party, e.g., natural disasters, government measures, decisions of authorities. Each contracting party shall do everything in its power that is necessary and reasonable to reduce the extent of the

consequences caused by force majeure. The contracting party affected by the force majeure will promptly notify the other of an end to the force majeure. If the force majeure lasts longer than six months, each contracting party shall be entitled to terminate the contract in writing.

## **12. Warranty**

- 12.1. APIIDA warrants that its services comply with the requirements manifested in the Specific Services Agreement or Order Form, applicable laws, technical standards, and norms. Furthermore, it warrants that its provided services do not infringe any industrial property rights of third parties.
- 12.2. The End User is obliged to inspect services of APIIDA without culpable hesitation (without delay) and to give notice of discovered defects. Defects that are not obvious (hidden) must be reported to APIIDA immediately after becoming known. Warranty claims of the End User shall become statute-barred within 12 months (1 year) after completion of the service provision (acceptance or transfer of risk).
- 12.3. If the End User intentionally or through gross negligence fails to recognize that a defect does not exist and as a result a defect rectification was unjustifiably requested (pseudo defect), the End User shall be liable to APIIDA. In this case, the costs incurred by APIIDA shall be reimbursed in full.
- 12.4. The End User shall cooperate with APIIDA. In doing so, it will provide APIIDA with information, necessary documents for support or access, which are necessary for the implementation of the warranty measure.

## **13. Contract duration, termination, and extension**

- 13.1. These provisions shall enter into force upon signature of both contracting parties and shall have a term of 12 months. The term shall be automatically extended by a further 12 months, unless notice of termination is given at least three months before the end of the contract term.
- 13.2. At the latest, upon termination of this General Services Agreement, the individual orders concluded under it shall also end, unless a longer term has been expressly agreed.
- 13.3. An ordinary termination can be made with a notice period of three months to the end of the contract term.
- 13.4. The right to terminate this General Services Agreement and the associated individual orders exist,
  - a. If APIIDA has breached material obligations under this agreement and has not remedied such breach within a period of four weeks after receipt of a corresponding complaint from the End User.
  - b. If one of the contracting parties is insolvent, an application has been filed for the opening of insolvency proceedings against its assets, judicial insolvency proceedings have been opened or their opening has been rejected for lack of assets.
  - c. In case of clause 6.4; on the part of the End User.
- 13.5. Any termination must be in writing to be effective.



**14. Confidentiality and data protection**

- 14.1. The contracting parties shall treat essential and not generally known matters of the respective other contracting party as confidential. Hardware, software, architectural models and other documents which the contracting parties make available to each other may only be used for the contractually intended purpose. Any further reproduction or transfer to third parties is not permitted. The declaration of commitment shall be valid for two years beyond the termination of the contract.
- 14.2. The contracting parties are obliged to comply with relevant data protection laws, standards and guidelines. If processing of personal data takes place, the contracting parties shall conclude a commission processing agreement which defines the rights and obligations of the contracting parties in this respect.
- 14.3. Upon termination (conclusion) of a Specific Services Agreement or Order Form, based on this General Services Agreement, the contracting parties shall hand over to each other received information, documents and data on the respective contracting party, which they have received on the basis of the execution of the order.
- 14.4. APIIDA shall be entitled to retain data, information, and documents insofar as these are necessary or expedient for the purpose of proving that the order has been executed in accordance with the contract. Any further rights of retention of the contracting parties are excluded.

**15. Compliance**

- 15.1. The contracting parties shall be obliged to comply with all normative and statutory requirements relevant to them. They shall also ensure that their employees are bound to confidentiality and secrecy regarding company and business secrets.
- 15.2. APIIDA shall ensure that, if requested by the End User, APIIDA will participate in compliance training and briefings of the End User within a reasonable period of time and oblige its personnel to do so accordingly.
- 15.3. Notifications regarding orders agreed on the basis of this General Services Agreement shall be made in English to the official addresses of the contracting parties. The address may be changed by notifying the respective other contracting party; the same shall apply to legal successors of the contracting parties.

**16. Place of Performance, Applicable Law, and Place of Jurisdiction**

- 16.1. The place of performance for all services rendered in accordance with this General Services Agreement shall be the registered office of APIIDA. Any provisions in the Specific Services Agreement that deviate from this shall take precedence.
- 16.2. The present contract shall be governed exclusively by German law, to the exclusion of the CISG (UN Convention on Contracts for the International Sale of Goods). The place of jurisdiction for all disputes arising from or in connection with this contract is Darmstadt, Germany.

**17. Severability clause**

- 17.1. Should individual or several provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a valid one by mutual agreement. This must come as close as possible to the



interests and significance of the invalid provision. Equivalent regulations are to be made by the contracting parties for unregulated contract contents (regulation gaps).

**18. Final provisions**

- 18.1. Verbal collateral agreements to this contract do not exist. All amendments or supplements to this contract must be made in writing to be effective. This shall also apply in the event of a waiver of the written form requirement.
- 18.2. General terms and conditions of the contracting parties shall not apply.