

## General Terms and Conditions of DOCUFY GmbH for All Supplies and Services

### I General Framework Conditions

#### 1 Preamble

DOCUFY supports the customer in the processing of electronic documents, in particular in the integration of technical solutions for the creation, editing and printing of documents.

#### 2 Principles for the Contractual Relationship

##### 2.1 Contract Relationship

The DOCUFY terms consist of these General Terms and Conditions, the Special Conditions for Specific Services and individual agreements (together: DOCUFY Terms). DOCUFY provides services exclusively on the basis of these terms. The customer's general terms of business are hereby expressly contradicted. The DOCUFY terms apply also to all future services that DOCUFY provides to the customer.

##### 2.2 Power of Representation

Only the managing directors of DOCUFY or third persons empowered by the managing directors in writing shall be authorised to amend the General Terms and Conditions and to give guarantees or to assume a procurement risk.

##### 2.3 Subcontractors, Third Parties

DOCUFY shall be entitled to engage subcontractors or freelance employees. DOCUFY shall oblige such third parties to the strictest confidence and to observe compliance with the data security provisions of this contract before engagement and shall, on request, notify the customer of the employment of third parties.

### 3 Data Protection and Data Security

The contract partners shall observe the statutory provisions on data protection, in particular the provisions of the German Federal Data Protection Act, and also oblige and instruct their employees accordingly.

If DOCUFY receives or processes personal data from the customer within the framework of this contractual relationship, the customer shall ensure the admissibility of this processing in accordance with the data protection provisions, or otherwise shall inform DOCUFY of any restrictions. Unless otherwise expressly notified, DOCUFY shall assume that the use of the data within the framework of this contractual relationship is covered by company agreements or by individual agreements with the persons concerned. The admissibility of the use of the results of DOCUFY's work in accordance with the data protection provisions must be carried out by the customer at its own initiative and costs.

The customer shall notify DOCUFY in concrete cases where specific demands are made on the processing of electronic documents under tax legislation, trading or other regulations, for example with respect to the storage duration, documentation or editability.

### 4 Confidentiality

The customer shall undertake to treat all confidential information to which it may get access within the framework of the cooperation in the strictest confidence and in particular to protect such information from access by unauthorised persons. Confidential information means all information marked as confidential or whose character as company

or business secret is evident for the customer. The confidential handling of such information requires in particular to only duplicate, use and make accessible to the extent necessary, to document its use and to observe the data security provisions. The confidentiality obligation shall have a temporally unlimited duration irrespective of the continuation of the contractual relationship.

DOCUFY shall also undertake to take suitable measures to prevent access by third parties to such information marked by the customer as confidential.

The confidentiality obligation does not extend to such information that was already known by the respective other contract partner or which becomes known without being a causal consequence of the infringement of a corresponding confidentiality obligation.

The customer shall make suitable contractual agreements with any employees and agents to ensure this confidentiality in the sense of this agreement and the statutory regulations.

### II Service Provisions

#### 5 Place of Performance, Partial Performance

Place of performance for all services shall be the regular place of business of DOCUFY. All deliveries shall be made at the risk and expense of the customer from the offices or place of business of DOCUFY.

DOCUFY shall be entitled to make partial performances and invoice these separately, insofar as these are reasonable for the customer. Independently usable program components or safety-relevant and problem-remedying updates for programs already delivered shall be considered as reasonable partial performances.

#### 6 Subject of Performance

Unless otherwise expressly agreed, only the executable code (object code) shall be the subject of performance in the case of software.

The obligation to produce and hand over documentation (system, development or user documents) for programs shall require express agreement. The documentation can then also be provided in electronic form.

Third-party software and container to be procured or arranged by DOCUFY shall be subject to the conditions of use of the third party.

Software components contributed by DOCUFY are documented and can be assessed as required.

#### 7 Value-Added Tax

All prices are to be understood exclusive of value-added tax at the applicable rate on the date of the provision of the service / delivery. This applies also to all quotations accepted or submitted by DOCUFY unless the prices are expressly indicated as gross prices.

### 8 Particular Obligations and Cooperation of the Customer

#### 8.1 Provisions by the Customer

The customer shall procure all documents, information, programs or data deriving from the sphere of the customer or third parties required by DOCUFY in accordance with the agreement or purpose of the contract without a specific request and in good time, but not later than on being requested to do so by DOCUFY in the electronic or other format

requested by DOCUFY and free from third-party rights that could restrict their intended use by DOCUFY.

The programs to be provided by the customer shall include in particular all programming or other software tools and development environments, and the necessary operating systems and applications programs presupposed for the provision or use of the DOCUFY services.

## 8.2 The customer shall

- Supply only such documents or files to DOCUFY whose quality is assured,
- Observe the operating and other instructions and the tips from DOCUFY,
- Employ only qualified operating and supervisory personnel,
- Carry out regular service and maintenance in accordance with the instructions and record the results in writing, and
- Check the software and the results obtained with the software and investigate any irregularities.

## 8.3 Precautionary Measures

The customer shall take all appropriate precautionary measures to prevent the loss of data and programs, in particular by means of creating backup copies of all data and programs at regular intervals. The backup intervals must be determined by the customer at its own discretion in the light of the level of the damage in the event of loss. The customer shall always perform a backup in particular before DOCUFY accesses the customer's hardware or software, for example, for installation work.

## 8.4 Retainer Costs

If the customer is in default with the fulfilment of its obligations or if the customer does not fulfil the above-mentioned obligations correctly, DOCUFY shall be entitled to demand appropriate compensation, including costs for waiting time (retainer costs).

## 8.5 Cooperation Costs

The customer shall perform the cooperation services at its own expense.

## 9 Rights to Information

DOCUFY shall be entitled to use all the information provided by the customer freely as long as such information is not classified by the customer as confidential before its transmittal. In particular DOCUFY shall be entitled to integrate functions or program parts created at the wish or suggestion of the customer into the standard software of DOCUFY or to offer them to third parties.

## 10 Acceptance

### 10.1 General

The following rules for acceptance shall apply directly, insofar as the acceptance is provided for by law (genuine acceptance) or is agreed upon individually between the Parties (non-genuine acceptance). The agreement on an acceptance shall not change the contract-typological characterisation of the services to be provided by DOCUFY. The agreement on an acceptance shall not constitute an assumption in particular of any warranty obligation on the part of DOCUFY. The following rules shall apply analogously to the non-genuine acceptance unless otherwise dictated by its limited scope.

In cases of doubt, the acceptance shall serve exclusively the purpose of enabling the customer to examine the results of the work by DOCUFY, to establish the completion of a (part-)project or to decide whether the customer wishes for further services from DOCUFY. If, as a result of an acceptance test, DOCUFY provides further services free of charge, no

liability shall thereby be assumed for the achievement of a specific successful outcome.

If the Parties agree on test data or test procedures in the specification, then in the case of doubt these shall apply as the sole criteria for the acceptance.

Services handed over shall be accepted if they do not exhibit faults constituting an obstacle to acceptance, or if the customer wishes to accept the service as fulfilment despite such faults. This shall also apply to part-services that DOCUFY presents for acceptance. An overall acceptance shall take place only if no partial acceptances have taken place. Reservations in the partial acceptance with respect to an overall acceptance must be expressly declared by the customer.

### 10.2 Procedure

The customer shall check and test the results of the work handed over immediately. The customer shall ensure that the services provided by DOCUFY are not used productively before conclusion of the tests and acceptance, unless otherwise agreed between the contract partners. If the services or partial services provided by DOCUFY satisfy the agreed requirements, the customer shall declare the acceptance without delay; the declaration of acceptance shall be made in writing.

### 10.3 Insignificant Deviations

The acceptance shall also be declared if the services or partial services deviate only insignificantly from the agreed requirements. Insignificant deviations shall be deviations having no major influence on the function and otherwise permit the productive use of the services.

### 10.4 Concludent Acceptance and Fictitious Acceptance

The acceptance shall also be deemed to have been declared by a conclusive behaviour of the customer, in particular through productive use of the results of the work, by ordering further services building on the results of the work or by the use of the work in transactions with third parties. This shall not apply if the customer has immediately complained of faults, these are an obstacle to the acceptance, and attention has been drawn to this fact by the customer.

Acceptance shall furthermore be deemed to have been declared if productive use is possible and within a period of 3 weeks of the handover of the service or partial service no acceptance-precluding deviations from the agreed condition have occurred or have been indicated by the customer.

## 11 Modifications

The following procedure shall apply for all modifications to the services to be provided by DOCUFY after conclusion of the contract. A modification shall be deemed to be any deviation from the nominal condition of a service to be provided by DOCUFY originally defined by the contract parties.

### 11.1 Request for Modification

The modification procedure shall be initiated by the earliest possible notification of a request for modification from the customer made in the form of a concrete, examinable suggestion or at the initiative of DOCUFY.

### 11.2 Examination

DOCUFY shall check briefly the request for modification with respect to additional time and costs involved. If this initial examination reveals an easily quantified additional work, time and costs, the customer shall be notified of this result; if DOCUFY is of the opinion that a more detailed examination is necessary that shall be paid for on the basis of time, DOCUFY shall notify the customer accordingly, giving a non-binding estimate of the time necessary for the examination.

If DOCUFY wishes for a modification, DOCUFY shall notify the customer accordingly, indicating also the anticipated effects on remuneration and time schedule. The customer shall finally notify DOCUFY within a reasonable period if and which of its interests would be affected by the modification, and whether objections to the modification are to be raised. The contract partners shall reach an agreement on the modification and confirm this in writing.

### 11.3 Counter-check

The customer shall check the proposals made by DOCUFY without delay. If in agreement, the customer shall notify DOCUFY accordingly in writing. Otherwise an agreement must be reached between the management of the two companies.

### 11.4 Consequences for Deadlines

The examination and other time for the examination procedure by DOCUFY and the response time from the customer shall result in a corresponding postponement of the completion date for the services by DOCUFY affected by any modifications, unless the customer insists on the provisional unchanged continuation of the provision of the service and undertakes in writing to bear any additional costs.

### 11.5 Suspension of Services

In the event of a request for a modification, DOCUFY may suspend the performance of the further services. DOCUFY shall notify the customer accordingly in such cases. If the customer contradicts the suspension of the work, DOCUFY shall continue with the performance of the originally agreed services at the separate expense of the customer (hourly rate, unless otherwise agreed in individual cases). Clause 12 shall otherwise apply analogously.

## III Provisions for Disturbances in Service Provision

### 12 Delay

Delays in the performance of the work attributable to the sphere of responsibility of the customer (e.g. delay in compliance with cooperation obligations) or attributable to force majeure (e.g. strike, lock-out, governmental rulings, general disturbances in telecommunications, etc.) shall entitle DOCUFY to postpone the completion of the services affected by the duration of the hindrance plus a reasonable start-up period. The project managers shall agree on the duration of the postponement.

## 13 Special Warranty Provisions

### 13.1 Applicability

DOCUFY shall provide various services on the basis of the General Terms and Conditions. Insofar as such services are subject to the statutory warranty, the following provisions of this clause 13 shall apply. The following provisions regulate only statutory warranty entitlements, but do not constitute grounds for claims.

### 13.2 Notification of Defects

#### 13.2.1 Application of § 377 HGB

§ 377 HGB shall apply to all services subject to warranty, in particular with respect to the approval pursuant to § 377 para 2 and para 3 HGB, both for work delivery and work performance; services subject to rental contract law, a failure of the examination and complaint obligations pursuant to § 377 HGB shall initiate the legal consequences of a failure to make a notification of defects pursuant to § 536c BGB.

#### 13.2.2 Notification of Defects

The notification of defects must be made in writing, describing the observed malfunction and a brief indication of the circumstances of its occurrence and effects, including any error messages output by the

system. If DOCUFY offers the online reporting of malfunctions, this shall also apply to the notification of defects. The customer shall support DOCUFY within reasonable bounds also in the troubleshooting and remedy and shall thereby allow access to the system or examination of documents from which further information on the fault and its occurrence may be gained.

Only the customer's project manager or legal representatives shall be entitled to make notifications of defects.

### 13.3 Exclusion from Warranty

No warranty claims shall be accepted

- If the customer has made modifications to the services from DOCUFY without the prior written approval of DOCUFY,
- If the customer has made modifications to its IT infrastructure that typically affect the fault symptoms complained of in the services from DOCUFY,
- If instructions or advice from DOCUFY are not observed by the customer or if the services provided are handled incorrectly, unless the customer can prove that the faults are not attributable to this or that the warranty work is not or is only insignificantly made more difficult as a result of the modifications.

### 13.4 Additional Services

If DOCUFY provides services in the form of changes, modifications, expansions or maintenance of services (in particular software), then any warranty for this shall apply only to the services added to the original services or the services previously provided (additional services).

Any warranty period for the original or previously provided services does not commence again.

### 13.5 Additional Provision for Rental Law

Insofar as the concrete service is subject to warranty under rental law, the provisions of this clause 13 shall apply with the condition that the exercise of the right to carry out work by the customer pursuant to § 536a paragraph 2 No. 1 and No. 2 BGB shall be limited to cases in which the exercise of the right to carry out work is necessary for the productive use of the services and the expenditure is in a reasonable proportion to the financial consequences of the defect.

### 13.6 Suitability of the Service

The suitability of the services for a particular application shall only be due if this application is specified expressly in concrete terms in the contractual description of the service.

## 14 Liability for Damages

### 14.1 General provisions

Individual agreements on liability, in particular on the definition of maximum amounts for liability, shall take priority over these provisions.

The following provisions on the liability of DOCUFY shall apply to all claims for damages and cases of liability, irrespective of their legal grounds (for example, warranty, default, impossibility, infringement of obligations, tort). The provisions of this clause shall not apply to

- Claims for damages due to injury to life, limb and health
- Claims for fraudulent concealment of a defect or fault in a property for which DOCUFY has assumed a guarantee.
- Claims attributable to intent or gross negligence on the part of DOCUFY, its legal representatives or aides, and
- Claims under the Product Liability Act.

The statutory provisions shall apply to these exceptions.

#### 14.2 Limits of Liability for Negligence

DOCUFY shall be liable for minor negligence only in cases of infringement of cardinal obligations, and then limited to the compensation of the typical damages foreseeable for DOCUFY at the time of conclusion of the contract. Cardinal obligations are major contractual obligations whose infringement endangers the purpose of the contract and whose observation the contract partner can regularly and reasonably expect. In all other cases, the liability of DOCUFY for minor or simple negligence is excluded.

#### 14.3 Limitation of the Liability for Liquidated Damages

Insofar as DOCUFY is liable pursuant to clause 14.2, the liability shall be limited to the contractually agreed remuneration for the concrete exchange of services, up to a maximum sum of € 50,000.00 per claim. Should this sum not appear to be appropriate, more extensive damages are imminent or were foreseeable at the time of conclusion of the contract, the customer shall notify DOCUFY accordingly in good time in order to allow the limit to be adjusted accordingly and to give DOCUFY the opportunity of taking out insurance.

#### 14.4 Contributory Negligence due to Lack of Data Backup

The customer cannot claim compensation for damages that would have been avoided had it carried out the data backup to which it is obliged.

#### 14.5 Damages for Delay

If the customer suffers damages due to a delay attributable to DOCUFY, the entitlement to compensation of the damages for delay for each full week of the delay shall be limited to 2% of the remuneration for the services affected by the delay, but to a maximum of 10% of this remuneration; notwithstanding the above, the compensation for damages shall be limited to the typical and foreseeable damage.

#### 14.6 No Liability without Fault

Any no-fault liability of DOCUFY in the field of rental or similar circumstances of use for faults already existing at the time of conclusion of the contract is excluded.

#### 15 Remuneration adjustment

If the consumer price index for Germany determined by the Federal Statistical Office changes compared to the status at the time of the order, in the case of maintenance the status of the order of the maintained service (e.g. license or service) or compared to the status of the last remuneration adjustment, the respective remuneration changes automatically once a year, if possible on January 1 of each year, in the same proportion as the index has changed, without the need for a change declaration. In the event of an increase, DOCUFY shall notify the client in writing of the change and its calculation. Notwithstanding this, the remuneration shall change in accordance with the aforementioned regulations even if the notification of the change is executed later in time. In case of any further index change compared to the last change of the remuneration, this regulation shall apply accordingly. If the aforementioned price index is no longer maintained or published, it shall be replaced by the corresponding index published by the Federal Statistical Office or, if applicable, its successor organization, which comes closest to the economic approach of the set price index. DOCUFY

is entitled to name the corresponding index and to carry out a conversion in a suitable manner. § Section 315 of the German Civil Code (BGB) is applicable for this purpose. If the aforementioned value retention clause becomes ineffective or unenforceable, irrespective of the reason, the contracting parties undertake to agree without delay on a provision in an addendum that legally corresponds to, or at least comes closest to, what they intended economically with this value retention clause.

DOCUFY reserves the right to change prices appropriately and at short notice if cost increases occur after the contract has been concluded. Prices will be increased by the factor by which the purchase prices for goods and services or salaries were also adjusted. This shall apply in particular, but not conclusively, in the event of price changes by suppliers and changes in wage or salary levels. Upon request, the customer shall be provided with evidence of which factors have changed and what effects these have on the total price.

#### 16 Reference use

DOCUFY is entitled to name the customer as a reference and, for this purpose, to use the customer's identifiers (name and logo) in an appropriate manner as a reference to the customer for advertising DOCUFY's services in print or digital form. The identification marks may not be distorted or otherwise changed or supplemented for this purpose. The reference may be made in particular in the DOCUFY company brochure as well as on DOCUFY's Internet and / or social media pages. The customer is entitled to object to the specific use or to the use in general in order to protect legitimate interests (e.g. duty of confidentiality, data protection). In this case, DOCUFY will remove the reference within a reasonable period of time. DOCUFY is not obliged to recall or remove the reference from third parties.

#### 17 Final Provisions

##### 17.1 Assignment

DOCUFY shall be entitled to assign any claims against the customer. Claims against DOCUFY may not be assigned to third parties, either in whole or in part.

##### 17.2 Offsetting and Retention

Offsetting or the claim of rights of retention by the customer against DOCUFY shall only be permitted against claims declared res judicata or claims acknowledged by DOCUFY in writing.

##### 17.3 Applicable Law, Venue

These terms and all agreements between DOCUFY and the customer shall be subject exclusively to German law, to the exclusion of the provisions of the UN Sales Convention.

The exclusive venue for the exercise of claims in court arising out of or in conjunction with the contractual relationship covered by these General Terms and Conditions shall be the head office of DOCUFY. DOCUFY shall also be entitled to take action at the venue of one of its offices or at the head offices of the customer.

End of General Terms and Conditions, status 10/2022