

# General Terms and Conditions (CTG) for Value Added Services

## 1. Subject of the contract

- (1) The user of these General Terms and Conditions (GTC) is Proalpha GmbH, registered in the Commercial Register of Kaiserslautern Local Court under HRB 31613, and its affiliated companies within the meaning of §§ 15 et seq. AktG (Aktiengesetz) (Proalpha').
- (2) The subject matter of these GTC is the provision of services that are provided in addition to the Proalpha Support and Maintenance Services (hereinafter referred to as 'Value Added Services'). The specific content of the services is set out in the applicable service description, which can be accessed in the Proalpha Trust Centre. Proalpha is authorized to change the service description, provided that the essential character of the Value-Added Services remains unchanged
- (3) The contract for the Value-Added Services is generally concluded through an online order in the Proalpha service portal. By completing the order, the customer agrees to these GTC. A separate declaration of acceptance by Proalpha is not required. Alternatively, the contract can also be concluded by countersigning an offer from Proalpha or another declaration of acceptance by the customer.
- (4) The contract conclusively regulates the content of the contract, to the exclusion of other contractual provisions, such as written or verbal side agreements or general terms and conditions or terms and conditions of purchase of the customer. Proalpha expressly objects to such contractual conditions of the customer.

## 2. Scope of service

- (1) Proalpha shall provide the Value-Added Services in accordance with the generally recognized rules of technology at the time of performance. The Value-Added Services can be booked individually or in combination. An overview of the Value-Added Services currently available can be found in the respective service description.
- (2) Proalpha is authorized to use third parties for the provision of services.
- (3) As part of the Value-Added Services, Proalpha only owes services in accordance with the service description. A concrete success is not owed.
- (4) Proalpha does not guarantee a specific availability of the Value-Added Services and does not guarantee the success of the services provided.
- (5) The place of performance for the provision of

support and maintenance services is the registered office of Proalpha.

- (6) If necessary, the customer undertakes to fulfil the obligations to cooperate incumbent upon him (in particular remote access).

## 3. Remuneration

- (1) The remuneration for the Value-Added Services is calculated separately and on a monthly basis. The amount of the remuneration is determined by the order in the service portal. Depending on the service, billing is either:
  - a. As a lump sum on the basis of a fixed contract term, or
  - b. Time-based, e.g. by the hour for individual services.
- (2) The remuneration is due irrespective of whether the Value Added Services are actually utilized by the customer.
- (3) The customer is obliged to settle services invoiced by Proalpha within 14 days of receipt of the invoice.
- (4) If the labor cost index published by the Federal Statistical Office in the area of 'provision of information technology services J62' for Germany has increased since the conclusion of the contract, Proalpha may increase its remuneration based on the index change. Proalpha may implement a price increase at the earliest one year after conclusion of the contract. This must be announced three months before it takes effect. If the index rises again, this rule applies accordingly once per contract year. If the index is replaced by another index, the current index shall apply to any future price increases.
- (5) Material costs, travelling expenses and waiting times for which the customer is responsible shall be remunerated separately.

## 4. Term and Termination

- (1) A minimum contract term of 12 months applies to the Value-Added Services, beginning on the first calendar day of the month following the dispatch of the order by the customer.
- (2) The termination period is three months to the end of the minimum contract term or an extension period. If the contract is not terminated in due time, it shall be automatically extended by a further 12 months in each case.
- (3) In the event that the customer has an existing

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support and maintenance contract with Proalpha, the term of the Value-Added Services shall end at the latest upon termination of the underlying support and maintenance contract.

- (4) The right to extraordinary cancellation for good cause remains unaffected.

### 5. Liability

- (1) Proalpha shall be liable without limitation for
  - a. injury to life, limb or health of a person,
  - b. intent and gross negligence,
  - c. assumption of a quality guarantee or
  - d. liability under the Product Liability Act.
- (2) Proalpha shall be liable for simple negligent breaches of duty if an essential contractual obligation is breached, the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the customer may regularly rely. In these cases, Proalpha's liability is limited to the foreseeable, typically occurring damage at the time the offer is made.
- (3) The amount of liability for typical and foreseeable damage shall be limited to 100 % of the remuneration paid by the customer under this contract in the last 12 months prior to the damage event.
- (4) Liability for indirect damage (loss of profit, damage to reputation, loss of business) is excluded in the event of simple negligence.
- (5) Compensation for the restoration of destroyed or lost data shall be limited to the expenditure that would have been necessary to restore the data if the customer had properly backed up the data. In no case, however, shall the compensation for damages exceed the limitations of liability pursuant to this Section 7.
- (6) Any further liability of Proalpha is excluded.
- (7) The liability agreed here also applies in favor of the legal representatives, organs, subcontractors and vicarious agents of Proalpha, insofar as they are independently liable to the customer.

### 6. Confidentiality

- (1) Both parties mutually undertake to keep secret all information from the area of the other party which is not generally public knowledge and which becomes known to them on the basis of the offer (hereinafter referred to as 'confidential information') and to use it only for the execution

of the contractual relationship. However, the obligation of confidential treatment shall not apply to such information for which the receiving party proves that: (a) was known to it prior to the time of disclosure by the disclosing party without an obligation of confidentiality; or (b) is made available to it after the time of disclosure by the disclosing party by an authorized third party for the purpose of free use and without breach of contractual or statutory confidentiality obligations; or (c) is known or subsequently becomes known to the public at the time of disclosure by the disclosing party without breach of any contractual or legal duty of confidentiality; or (d) has been independently developed by the receiving party prior to disclosure by the disclosing party.

- (2) By way of exception, the receiving party shall be authorized to disclose the confidential information made available to it by the disclosing party to the following persons to the extent necessary or to make it available to the following persons to the extent necessary (a) to employees of the receiving party's own company or of companies affiliated with the receiving party within the meaning of Section 15 of the German Stock Corporation Act or Section 271 (2) of the German Commercial Code and (b) to lawyers, tax consultants and auditors engaged by the receiving party. Furthermore, Proalpha is authorized to pass on or make accessible confidential information of the customer to the necessary extent also to employees of companies which Proalpha uses as subcontractors in accordance with the provisions of this contract.
- (3) Insofar as the receiving party is entitled to pass on or make accessible confidential information of the disclosing party to third parties, this right is subject to the condition precedent that the receiving party has previously informed the third party of the confidential nature of the information in question and has obligated the third party in writing to treat it confidentially in a manner that is appropriate to the present confidentiality regulations, unless such a written confidentiality obligation of the third party already exists on the basis of another legal or contractual basis (e.g. by law or on the basis of an employment contract).
- (4) Unless a longer confidentiality obligation applies by contract or by law, confidential information of the disclosing party shall be kept secret by the receiving party for a period of 3 years after termination of this contract.

## 7. Data privacy

If Proalpha processes personal data for the customer that is subject to the General Data Protection Regulation (GDPR), the parties shall conclude an order processing agreement in accordance with Art. 28 GDPR based on a template provided by Proalpha. The order processing contract can be accessed by the customer in the Trust Centre and is an annex to the contract.

## 8. Force majeure

- (1) Proalpha is not responsible for delays in performance due to force majeure or equivalent situations. In such cases, Proalpha is entitled to postpone the provision of the service affected by the force majeure for the duration of the hindrance plus an appropriate start-up time.
- (2) Force majeure is an external, unforeseeable event that cannot be averted or averted in time even if reasonable care and technically and economically reasonable means are applied, including the associated official or sovereign measures. Force majeure may include the following events in particular: war, insurrection, unrest, embargo, explosion, fire, flooding, storms, terrorist attacks, sabotage, nuclear and reactor accidents, pandemics or large-scale failure of power or communication networks/internet.

## 9. Assignment

The customer is not authorized to assign contractual claims arising from this contract, in whole or in part, to third parties without the prior written consent of Proalpha. Excluded from this are any monetary claims of the customer.

## 10. Written form

Amendments or additions to the GTC are only effective if they are agreed in writing. This also applies to any change to the written form requirement.

## 11. Choice of law, jurisdiction

- (1) This contract is subject to the law of the Federal Republic of Germany to the exclusion of the rules on further reference to another legal system and to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The exclusive place of jurisdiction for all disputes arising from and in connection with the contract shall be Kaiserslautern.

## 12. Severability clause

- (1) Should a provision of this contract or its annexes be or become ineffective or contain a loophole, the validity of the remaining provisions shall remain unaffected by this in case of doubt. In place of the invalid provision, a valid provision shall be deemed to have been agreed, which comes as close as possible to the economic intentions of the parties. The same applies to the filling of a loophole.
- (2) In the event of a legally inadmissible deadline, an effective deadline shall be deemed to have been agreed.