

§ 1 General

- (1) The following Terms and Conditions shall apply to all legal transactions between Inpsyde GmbH, Mutzer Heide 3, 51467 Bergisch Gladbach, Germany (hereinafter: “Inpsyde”) and its customers.
- (2) At Inpsyde we work as a distributed organization without a central location.
- (3) These Terms and Conditions shall also apply exclusively if Inpsyde provides its services without reservation in the knowledge of conflicting terms and conditions of the customer. Inpsyde shall not recognize terms and conditions of the customer that deviate as a whole or in part from these Terms and Conditions unless Inpsyde has previously explicitly agreed to said conditions in writing.
- (4) These Terms and Conditions shall also apply to all future transactions between the parties.

§ 2 Performance object

- (1) Inpsyde shall provide services, hereinafter referred to as “Services”, in particular programming, project planning, online marketing and consulting. A more detailed description of the Services to be provided shall be derived from binding offers from Inpsyde. Contracts shall be concluded by the customer’s acceptance of the offer.
- (2) As a rule, Inpsyde shall provide Services exclusively on the basis of a contract according to expenditure at the rates specified in the offers. Any prices stated in offers are non-binding, unless they are explicitly identified as fixed prices.
- (3) Cost estimates by Inpsyde are always subject to change and non-binding, unless they are explicitly identified as binding.
- (4) In principle, Inpsyde is free to choose the work equipment and technologies used and may also use open-source software and software from third-party providers, provided the customer can use these as agreed. The use of open source shall be subject to § 7 No. 5 of these conditions.
- (5) Inpsyde achieves its work results to the effect that they function and are displayed correctly with a current, common web browser at the time of creation, at a standard resolution using common operating systems. If correct display/functionality is required in other browsers/on other operating systems or with certain configurations not in line with the standards, this must be agreed separately.
- (6) Inpsyde may draw on the support of freelancers and subcontractors to provide the Services due, unless this is contrary to the customer’s legitimate interests.

§ 3 Service changes

- (1) If the customer wishes to change or extend the commissioned Services, it shall submit its change request to Inpsyde in writing.
- (2) Inpsyde shall then review what effects the desired change will have, particularly with regard to estimated additional work and expense and estimates in terms of time.
- (3) After reviewing the change request, Inpsyde shall explain to the customer the effects of the change request on the previous agreements. The explanation shall contain either a detailed proposal for the implementation of the change request or details of why the change request is not feasible.
- (4) Inpsyde may refuse to perform a change or extension request from the customer if the changes or extensions are not viable or if it would be unreasonable for Inpsyde to implement them within the scope of its operational performance. If Inpsyde recognizes, based on this review, that the Services to be provided cannot be performed or can only be performed with a delay, Inpsyde shall inform the customer of this. The customer shall then decide whether the change procedure is continued or terminated.
- (5) In the event of a positive finding from the review, the contracting parties shall promptly come to an agreement regarding the content of the proposal for the implementation of the change request and document the result in writing.
- (6) If no agreement is reached or if the change procedure is terminated for another reason, the original scope of performance shall be retained.
- (7) Any deadlines affected by the change procedure shall be postponed in consideration of the duration of the review, the duration of the agreement regarding the change proposal and, if relevant, the duration of the change requests to be carried out, plus a reasonable run-up period if necessary.
- (8) The customer shall be responsible for costs incurred by the change request. In particular, this shall include the review of the change request, the creation of a change proposal and any downtimes. The expenses shall be charged at the rates agreed, or otherwise in line with Inpsyde's usual fee.

§ 4 Cooperation

- (1) The parties undertake to work together in confidence and shall inform each other immediately of any deviations from the agreed procedures or any doubts about the correctness of the other party's approach.

- (2) If the customer recognizes that its own specifications and requirements are incorrect, incomplete, not clear or not feasible, it shall notify Inpsyde of this and any recognizable consequences without delay.
- (3) Immediately after signing the contract, the parties shall each appoint a contact person and a deputy. The contact person and their deputy shall be the exclusive points of contact for the other contracting party for arrangements and agreements of any kind relating to any questions concerning the scope of the cooperation. The parties assure that the contact persons and deputies to be appointed by them are fully authorized to make any decisions concerning the cooperation.
- (4) Any change to the persons nominated shall be reported in writing by the parties without delay. Until receipt of such notification, the previously nominated contact person and/or their deputy shall be regarded as being entitled to make and receive declarations within the scope of their power of representation up to then. In the event of amendments being carried out, the parties shall ensure that there is no disruption to the cooperation and that newly appointed persons have all the necessary information and expertise at their disposal to ensure the smooth further cooperation.
- (5) All legally-relevant declarations shall be submitted in text form to the contact person of the respective contracting party or their deputy.
- (6) At project-relevant meetings, minutes shall be kept by one of the contracting parties and passed on to the other party. In the event of discrepancies, the other party has the right to have their remarks recorded in the minutes. This right shall be exercised no later than three working days after receipt of the minutes. In the event of telephone meetings, audio recordings may be made to replace the minutes.

§ 5 Customer's duty of cooperation

- (1) The customer shall support Inpsyde in its fulfilment of the contractually owed Services. In particular, the customer's duty of cooperation includes making information available, as well as forwarding data material and content, in particular pictures, texts and access details, if this is necessary for Inpsyde's performance of its Services. In addition, the customer shall give feedback on the performance results presented to it at the request of Inpsyde. The duty of cooperation expressly mentioned above must be fulfilled by the customer no later than within a week following the request by Inpsyde. In order to provide additional cooperation measures, Inpsyde is entitled to set a reasonable deadline for the customer. Other than that, the customer shall in principle respond to letters or requests from Inpsyde within no more than 2 working days.
- (2) The customer shall make the required number of its own employees with the necessary expertise available to fulfil its contractual obligations.

- (3) The customer is aware that by infringing or delaying the duty of cooperation, Inpsyde's Services may not be performed as agreed in cases of doubt. In particular, this may lead to delays in the agreed schedule or to additional expenses.
- (4) Unless otherwise agreed in writing, the customer shall be responsible for creating or procuring content itself. It shall make the content available in a common, immediately usable digital format. If it is necessary to convert the material handed over by the customer to another format, the customer shall be responsible for any costs resulting from this. The customer shall grant Inpsyde the required rights to use these materials in advance and ensures that it is entitled to grant such rights of use.
- (5) If, as part of the contract performance, works is to be carried out at the customer's business premises, the customer shall grant Inpsyde's employees unhindered access during normal working hours and make sufficient rooms and work material available to them.
- (6) All cooperative measures that the customer is required to undertake shall be performed at the customer's own expense.
- (7) Inpsyde is entitled to extraordinary termination of a contract if the customer severely or repeatedly breaches its contractual obligations. This is the case in particular if it does not make agreed payments or does not do so in a timely manner, if it does not provide information, material or cooperative measures, if it is not available over an extended period, or if it hinders the progress of the assignment in any other way.

§ 6 Remuneration

- (1) The remuneration agreed between the parties shall apply. If no remuneration has been agreed, the rates usually quoted by Inpsyde shall apply. Payments are due within 10 days of invoicing. An individual scale with the due dates of installments at certain deadlines or events can be agreed in the offer.
- (2) In case of late payment, Inpsyde is entitled to enforce a right of retention with regard to the Services to be provided for the customer arising from the same contractual relationship.
The payments due shall accrue interest of 9% above the base rate for the duration of the delay.
- (3) Travel costs, expenses and special costs that arise for Inpsyde upon express request by the customer shall be charged at their cost price. This includes, for example, transport costs, travel expenses, dining costs and accommodation receipts, as well as communication, delivery and copying costs.

- (4) All services provided by Inpsyde are quoted exclusive of the statutory value-added tax at the applicable statutory rate.
- (5) Inpsyde is entitled to adapt the valid agency price list to changed market conditions no more than once a quarter, e.g. due to increased purchasing costs, taxes or charges. The customer shall be informed immediately of any price adjustments.

§ 7 Rights of use

- (1) As a rule, the work results contain components that are licensed by third parties. This concerns open source software in particular. These conditions are not applicable to these components. The respective licensing terms of the third party shall apply exclusively. Inpsyde guarantees that the agreed use of the work results is not restricted by the use of third-party components. This does not apply to components that the customer has provided or that fall within its area of responsibility. In this respect, Inpsyde is not obligated to review the components' rights of use and legal compatibility.
- (2) Apart from this, Inpsyde shall grant the customer a non-exclusive right, without any limitations in respect of territory or time, to all the individually created work products, to use these as agreed, provided they fall under their own ancillary copyright and unless explicitly agreed otherwise. If software is the subject of the Services, the customer shall also be entitled to the rights arising from §§ 69 d para. 2 and para. 3 as well as from § 69 e of the German Copyright Act.
- (3) Unless explicitly agreed otherwise, the customer is prohibited from editing, combining, adapting or translating, decompiling, reverse engineering, disassembling or otherwise reducing Inpsyde's work products or parts thereof to a human-readable format. Furthermore, the customer is prohibited from using Inpsyde's work products or parts thereof as the basis for developing similar applications, products or websites.
- (4) If, notwithstanding para. 1, a transfer of exclusive rights of use has been agreed, resources developed and used for the implementation by Inpsyde as well as the underlying data processing programs/functions and other generally customary (software) tools are not covered by the exclusivity.
- (5) A granting of rights to third parties, whether in return for payment or not, is ruled out, unless the customer fully gives up its own rights of use.
- (6) Until fully compensated, use of the created work results is only granted to the customer on a revocable basis. If the customer is in arrears with payment for Services, Inpsyde may prohibit the use of such Services for the duration of the delay.

§ 8 Dates

- (1) Dates for service provision are only binding for Inpsyde if they are confirmed to the customer in writing.
- (2) Compliance with agreed dates or deadlines requires complete and timely fulfillment of the customer's duty of cooperation in accordance with the individual contract, in particular the prompt and timely issuing of information, authorizations and approvals. If these prerequisites are not fulfilled or are not fulfilled in a timely manner, the deadlines shall be extended by the duration of the hindrance. Postponements of dates in the case of service changes (change requests) shall be based on § 3 para. 7.
- (3) Inpsyde shall not be accountable for delays in delivery due to force majeure (e.g. strike, lockout, official ordinances, general malfunction of telecommunications etc.) and circumstances that are the responsibility of the customer (e.g. not providing participation services on time, delays caused by third parties contracted by the customer etc.). In such cases, Inpsyde is entitled to postpone the date for providing the affected Services by the duration of the delay plus a reasonable start-up time. Inpsyde shall immediately notify the customer in writing of delays in delivery due to force majeure.

§ 9 Acceptance

- (1) Inpsyde shall provide the completed work products to the customer for acceptance and shall inform the customer of this. Inpsyde is also entitled to present individual services to the customer for partial acceptance. Upon receipt of the notice that the work products are ready for acceptance, a period of ten working days shall commence, within which the customer is obligated to provide a written declaration of acceptance, provided that the work results or Services meet the contractual requirements.
- (2) The defects detected during acceptance testing shall be documented by the parties in a jointly signed acceptance report and categorized as follows:

Defect class 1 (acceptance-preventing defect):

A technically feasible application is not possible. Examples of errors in class 1 include: frequent system crashes, severe damage to databases and data pools, when opening a module from the menu leads to crashing, unreasonable additional manual effort.

Defect class 2 (non-acceptance-preventing defect):

The core functionality is guaranteed, however, a defect occurs in non-essential partial functions, e.g.: errors in the user documentation, spelling mistakes on the screen mask, errors in the system documentation)

- (3) If the period of acceptance lapses without Inpsyde receiving a declaration of acceptance or a notice of defect, the work results shall be deemed to be accepted defect-free upon expiry of the deadline. The work result shall also be deemed to be accepted defect-free if the customer puts it into operation, releases it or pays the agreed remuneration for it.
- (4) Inpsyde shall resolve any acceptance-preventing defects in class 1 indicated by the customer within a reasonable period. The acceptance testing is to be repeated after this. Defects in class 2 will also be resolved within a reasonable period, however, another acceptance test will not take place because of these defects.

§ 10 Warranty

Inpsyde's warranty is subject to the following provisions:

- (1) Inpsyde shall guarantee that the work products produced by Inpsyde under the agreement are free of third-party property rights and, to Inpsyde's knowledge, there are also no other rights that restrict or exclude contractual use. Inpsyde shall indemnify the customer from any possible claims by third parties in this respect. This does not apply to content that was made available by the customer or falls within the customer's area of responsibility.
- (2) If the contractual use is impaired by third-party property rights, the customer shall inform Inpsyde of this immediately after becoming aware of it. In this case, to the extent that this is reasonable for the customer and in consultation with the customer, Inpsyde shall have the right, at Inpsyde's discretion, to either modify the contractual Services in such a way that they fall outside the protected domain whilst still conforming to the contractual provisions, or to obtain authorization for their unlimited use at no extra cost to the customer in accordance with the contract.
- (3) In the event of general changes in technology (e.g. browser, server technology, plug-ins, operating systems, W3C standards, online access, WordPress versions, third-party interfaces etc.), Inpsyde makes no guarantee that the work products created will retain their contractually agreed suitability under the changed circumstances. There shall be no claim for retroactive adjustment.
- (4) Insofar as this is possible and reasonable for the customer with regard to the effects of the defect, Inpsyde may provide the customer with an interim solution to circumvent the defect (workaround) until the defect is definitively repaired.
- (5) The warranty claim shall be void if the customer changes or has the work products changed by third parties without the consent of Inpsyde, unless the customer proves that the deficiencies still at issue are not caused by the changes or lack of care/update actions by it or the third party.

- (6) The guarantee period is 1 year and shall begin upon acceptance of the work results. Longer mandatory statutory periods of limitation, in particular claims arising from the Product Liability Act, shall remain unaffected.
- (7) No warranty is given for any open-source software used.

§ 11 Liability

- (1) Inpsyde shall be liable for the damages incurred for the customer in connection with the service provision, insofar as they are caused by intentional or grossly negligent behavior.
- (2) Inpsyde shall also be liable for the damages incurred for the customer in connection with the service provision, insofar as they are caused by a slightly negligent violation of a material contractual obligation. In this case, Inpsyde's liability shall be limited to the damage typically foreseeable at the time of the conclusion of the contract.
- (3) Apart from this, Inpsyde's liability shall be excluded.
- (4) The aforementioned limitations of liability shall not apply to claims for personal injury and liability under the Product Liability Act.
- (5) Provided Inpsyde produces the work results according to the customer's instructions and/or on the basis of the content provided by the customer, Inpsyde shall assume no liability for the legal conformity of the work results. Under no circumstances shall Inpsyde assume any liability for the content provided by the customer. It is the customer's responsibility to have the Services or work to be performed by Inpsyde legally reviewed before release.
- (6) The customer is obligated to take effective measures to prevent and mitigate damage. Inpsyde shall not be liable for the loss of data and/or programs to the extent that the damage is due to the fact that the customer has failed to carry out data backups to ensure that lost data can be recovered at a reasonable cost.
- (7) The aforementioned provisions shall also apply to Inpsyde's vicarious agents.
- (8) No liability is assumed for any open-source software used.

§ 12 Non-disclosure

- (1) The documents, knowledge and experience passed to the other contracting party may be used exclusively for the purposes of the respective contract and not made accessible

to third parties, unless they are to be made accessible to third parties according to their intended purpose or are already known to the third party. The auxiliaries, such as freelancers, subcontractors etc., who are consulted for the purpose of implementing the contractual relationship, are not considered to be third parties.

- (2) In addition, the parties agree to maintain confidentiality regarding the content of the respective contract and the knowledge gained while executing it.
- (3) The obligation of secrecy shall also apply beyond the termination of the contractual relationship.
- (4) If a party so requests, the documentation it has handed over, such as strategy papers, briefing documents, etc., shall be returned to them after termination of the contractual relationship, provided that the other contracting party cannot claim any legitimate interest in these documents.
- (5) Press releases, disclosures, etc. in which one party refers to the other are only permitted after previous written agreement – which may also be by email.
- (6) Inpsyde may, without the customer's consent, name the customer as a reference on its website or in other media or advertising materials. Furthermore, Inpsyde may, with the customer's consent, publicly display or refer to the Services provided for demonstration purposes.

§ 13 Non-solicitation clause

The customer undertakes not to headhunt any employees of Inpsyde or employ them without Inpsyde's consent during the cooperation between the parties and for a period of one year afterwards. In the event of any culpable infringement, the customer undertakes to pay a contractual penalty, the amount of which is to be determined by Inpsyde and reviewed by the competent court in the event of dispute.

§ 14 Miscellaneous

- (1) The assignment of claims is only permitted with the prior written consent of the other party. This consent must not be refused unreasonably. The provisions of § 354 a of the German Commercial Code (HGB) remain unaffected.
- (2) A right of retention can only be claimed on the basis of counterclaims from the respective contractual relationship.

§ 15 Final provisions

- (1) All changes and amendments to contractual agreements must be documented in writing for verification purposes. This shall also apply to any amendment to the written form clause itself.
- (2) The law of the Federal Republic of Germany shall apply to the exclusion of international private law and the United Nations Convention on Contracts for the International Sale of Goods.
- (3) The exclusive place of jurisdiction for all legal disputes arising from or in connection with this contract shall be Bergisch Gladbach, Germany.