Terms and Conditions („AGB"), as of September 2021

SIMUSERV GmbH, Friedrich-Bergius-Ring 15, 97076 Würzburg / Germany

General Terms and Conditions for Contracts with SIMUSERV GmbH

1. Application

1.1 These Terms and Conditions shall apply to the business relations between SIMUSERV GmbH (in the following referred to as SIMUSERV) and its contractual partners (in the following referred to as Customers) in the respective version applicable at the time of contract conclusion. Customers are exclusively entrepreneurs, i.e. natural or legal persons or partnerships with legal capacity who or which, when concluding a legal transaction, act in exercise of their commercial or independent professional activities (§ 14 BGB – German Civil Code).

1.2 These Terms and Conditions shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Customer shall not become an integral part of the contract unless SIMUSERV has explicitly agreed to their application.

1.3 Individual agreements with the Customer shall have priority over these Terms and Conditions. Such agreements shall require a written contract or a written confirmation by SIMUSERV.

1.4 If the Customer is an entrepreneur (§ 14 BGB - German Civil Code), the Terms and Conditions in their respective version valid at the time of contract conclusion shall also apply as a framework agreement for future business relations, even if they have not been explicitly agreed again. The currently applicable version of these Terms and Conditions is available on the SIMUSERV Website at www.simuserv.de.

1.5 Unless otherwise specified in these Terms and Conditions or in an individual agreement, the legal provisions shall apply.

2. Delivery of Software

2.1 Delivery dates and periods of delivery shall be non-binding unless expressly otherwise agreed in writing. A new delivery date must be agreed where any subsequent contractual amendments are applied. The dispatch/collection of the goods shall be authoritative in determining compliance with the delivery date or period of delivery. If delivery dates or periods of delivery are agreed in writing, these shall be subject to correct delivery, in accordance with the contract, by our upstream suppliers.

2.2 The Customer shall be solely responsible for complying with any import and export regulations applicable to deliveries or services. In the event of cross border deliveries or services the

Customer shall bear all customs duties, fees and other charges arising. Unless expressly otherwise agreed, the Customer shall deal with any legal or official processes connected with cross border deliveries and services to him and shall do this on his own responsibility.

2.3   If a period of delivery or delivery date cannot be complied with due to force majeure (war, strike, lockout or other unforeseeable impediments, or due to operational disruptions for which we are not responsible and which have occurred or become known to us after conclusion of the contract), then the period shall be extended appropriately, but at most for the duration of the impediment. This shall also apply if such unforeseeable events affect the operations of our upstream supplier, provided that neither we nor the upstream supplier are responsible for such events.

2.4   In the event of software deliveries (standard software and customized software), the Customer shall not have any entitlement as regards transfer and use of the source code.

2.5   Unless otherwise agreed, the software shall be installed and rolled out by the Customer.

2.6   Partial deliveries and partial services shall be permitted to a reasonable extent. They shall be invoiced separately.

2.7   Where the manufacturer applies price changes or changes in the configuration of the ordered goods, we reserve the right to pass these on to the Customer, or to withdraw from the contract without compensation.

2.8   We shall not be obliged to comply with any requests for changes regarding configuration, intended use, conditions of use or other requirements on the goods or services that are notified to us by the Customer after the contract has been concluded.

3.   Services and Support

3.1   The scope of supplies and services to be provided depends on the individual agreement between the Customer and SIMUSURV or on the written order confirmation by SIMUSERV, if such an order confirmation should be issued.

3.2   SIMUSERV shall perform the agreed services in accordance with the approved codes and the state of the art of practice and the relevant safety regulations. SIMUSERV shall inform the Customer without delay of any differences and problems that cannot be easily eliminated. If any action by the Customer should be required and not be taken, SIMUSERV will notify the Customer without delay.

3.3   If there are any deadlines for the supplies or services to be provided by SIMUSERV, such deadlines shall be agreed in writing. If the supply by SIMUSERV requires some kind of contribution by the Customer, the agreed deadlines shall be extended by the period during which the Customer fails to meet these obligations.

3.4   If a period of delivery or delivery date cannot be complied with due to force majeure (war, strike, lockout or other unforeseeable impediments, or due to operational disruptions for which we are not responsible and which have occurred or become known to us after conclusion of the contract), then the period shall be extended appropriately, but at most for the duration of the impediment.

3.5   Unless otherwise agreed, we shall charge remuneration based on time and material, at the prices generally valid at the time the contract is concluded. We shall be entitled to issue

monthly invoices. If services are remunerated on the basis of time and material, we shall document the type and duration of the work and shall enclose this proof of work with the invoice.

3.6   If the performance that is provided is, at the Customer's request, provided on the basis of partial performances that are called off by the Customer and that are charged according to time and material on an individual basis after each call off, then the overall performance must have been called off within 12 months of the purchase order date. After this date, we shall no longer be obliged to provide performance. If we accept later call-off of (partial) performances, these shall be charged based on the respective current price list.

3.7   Where SIMUSERV employees   are required to undertake travel, they shall be reimbursed separately in accordance with SIMUSERV's Travel Expenses Regulation.

3.8   Where charging is on an hourly basis, we shall charge additional overtime, Saturday, Sunday and public holiday premiums in accordance with a special agreement.

4.   Travel expenses and out-of-pocket expenses

4.1   Unless otherwise agreed, the following travel expense rates currently apply to all work carried out by our employees outside our company:

- Travel expenses within Germany: 0.30 € per kilometer.
- Rail or air fares (plus taxi costs, parking fees, expenses, etc.) according to receipt.
- Unless otherwise agreed, we shall charge the kilometers travelled to the place of performance from the SIMUSERV location of the assigned employee. There is no entitlement to the assignment of employees from the nearest location. Employees are selected on the basis of their ability to provide services. Planning is optimized for the customer, depending on availability, the nearest location is taken into account.
- Overnight accommodation charge in Germany (including out of pocket expenses): EUR 100,00 per night.
- Unless otherwise agreed, travel costs and out-of-pocket expenses as well as other expenses for work performed abroad shall be invoiced in the proven amount, plus a travel time share of 50% of the agreed hourly rate for the accrued travel time.

4.2   Other expenses incurred when not working on company premises shall be invoiced to the Customer in an appropriate amount.

5.   Payment terms

5.1   Invoices shall be payable without any deduction within 30 days of the invoice date.

5.2   We shall be entitled to provide our services or deliveries on the basis of contemporaneous performance against cash payment or the provision of collateral if, after the contract has been concluded, circumstances become known that lead us to fear that our claim for payment is jeopardised due to the Customer's inability to pay. Inability to pay shall also be deemed to include cases where the Customer is in default of payment after two dunning notices have been issued without result. If the Customer refuses contemporaneous performance or refuses

to provide collateral, we shall be entitled to withdraw from the contract and to demand damages for non-performance or, in the case of a continuing obligation, to terminate such obligation without notice. This shall not affect section 321 of the German Civil Code [Bürgerliches Gesetzbuch, BGB] or section 112 of the Insolvency Statute [Insolvenzordnung, InsO].

5.3   In the event of default in payment we shall be entitled to charge interest at the rate that the bank charges us for overdraft facilities, but at a minimum of 9 percentage points above the respective valid basic lending rate of the European Central Bank. In the case of software and data, we shall moreover be entitled to refuse to allow the Customer further use of the performance for the duration of the default in payment. We shall also be entitled to the statutory rights in the event of default in payment on the part of the Customer.

5.4   Any objection to an invoice shall be made in writing and submitted to SIMUSERV within one month after receipt of invoice at the latest. Otherwise, the invoices shall be considered approved.

5.5   The Customer may only offset against claims that are undisputed or res judicata. Where it is not disputed that part of the performance is defective, the Customer shall nevertheless be obliged to effect payment for the part that is free of defects.

5.6   All prices shall be exclusive of the respective valid rate of turnover tax.

6.   Dispatch and transfer of risk

6.1   In the case of software or data and unless otherwise agreed, the items comprising the performance shall be transferred to the Customer when they are made available for download on the respective website that we have notified/specified to the Customer. We shall notify the Customer when the items of performance are made available for download. The risk of accidental loss shall pass to the Customer when we provide notification that the items comprising the performance are available.

7.   Rights of use

7.1   Where SIMUSERV standard software is delivered, the respective SIMUSERV End User License Agreement (EULA) shall also apply. Where there is a contradiction between the terms of the GTC and those of the EULA, the provisions of the EULA shall take precedence.

7.2   Where software by third party manufacturers is delivered, use of the software shall be permitted only within the scope of and in compliance with the respective manufacturer's license provisions.

8. Default

8.1   If we are able to foresee that we will not be in a position to provide our contractual performance within the agreed period, we shall notify the Customer of this immediately, inform him of the reasons and where possible state the anticipated date on which we will be able to provide performance.

8.2   If the delivery or service is delayed due to circumstances of force majeure (see chapter 2.3 and 3.4) or through actions or omissions on the part of the Customer, then the delivery date or period of delivery shall be extended by an amount that is appropriate to the circumstances. If expenditure increases due to such disruption, we shall be entitled to demand reimbursement of the additional expense, unless the Customer is not responsible for the disruption and its cause is outside his sphere of responsibility.

9. Reservation of title

9.1   The delivered goods shall remain our property until full payment of all receivables under the business relationship with the Customer.

9.2   If the realizable value of all securities exceeds the total amount of all claims arising from the business relationship not only temporarily, we shall, at the customer's request, release securities in the amount exceeding this total amount at our discretion; in doing so, we shall take into account the justified interests of the customer.

10. Defects

10.1   The Customer must notify defects in writing and in a clear and detailed manner stating all information that is useful for identifying and analysing the defect. In the case of software it is in particular necessary to state the work steps that led to the occurrence of the defect, the way in which the defect manifests itself and the consequences. Where necessary we shall be entitled to forward this information to the manufacturer for the purposes of joint fault analysis and rectification.

10.2   We must be given the opportunity to ascertain the notified defect. Goods for which a complaint has been made must be returned to us immediately on request; we shall assume the transport costs if the complaint is justified. Any claims for liability for defects shall expire if the Customer does not fulfil this obligation or makes modifications to goods for which a complaint has already been submitted but does so without our consent. If, when ascertaining the defect, it emerges that the defect that occurred was not attributable to our deliveries or services, we shall be entitled to charge the Customer for any expenses incurred.

10.3   In the case of a justified defect that was notified on time, we shall at our discretion either improve the goods that are the subject of the complaint or deliver a replacement that is free of defects. If we do not fulfil this obligation or do not fulfil it in accordance with the terms of the contract, the Customer may set us a written final deadline within which we must fulfil our obligations. After this deadline has expired unsuccessfully, the Customer may demand

reductions in the price, withdraw from the contract or carry out the necessary subsequent improvement himself, or arrange for a third party to carry out said improvement, at our costs.

10.4 If we are unable to rectify the defect or supply a replacement that is free of defects, we shall notify the Customer of a workaround. If this is reasonable for the Customer, this shall be deemed subsequent performance.

10.5 If an acceptance procedure was agreed for the goods, then any complaint concerning defects shall not be admitted where the Customer should have been able to detect such defects during a careful inspection procedure.

10.6 Unless otherwise regulated above, warranty processing shall be subject to the respective manufacturer terms and conditions.

10.7 If a third party asserts claims against the Customer that are based on patents, copyrights or other industrial property rights on account of the software that we delivered, we shall at our own cost represent the Customer in any legal dispute pursued against the Customer and shall indemnify the Customer in respect of any such claims. This shall, however, apply only if the Customer immediately notifies us of corresponding complaints by third parties and of the details of any legal disputes and allows us to make all decisions concerning further use of the disputed software, legal defense and negotiation of a settlement and only if we are informed of such claims before the limitation period for claims relating to defects of title have expired.

11. Liability

11.1 Unless otherwise specified below, all other more far reaching claims of the Customer against us shall be excluded. This shall in particular apply to claims for damages on account of breach of contractual obligations or on account of liability in tort. Consequently, we shall not be liable for damages that have not arisen on the delivered goods themselves. In particular, we shall not be liable for lost profit or other pecuniary loss on the part of the Customer. Our liability shall furthermore be limited to the extent that the damage is covered by our third-party liability insurance.

11.2 The above limitations on liability shall not apply in the case of intent, gross negligence on the part of our legal representatives or executive employees or in the case of culpable infringement of material contractual obligations. In the event of culpable infringement of material contractual obligations, then except in cases of intent or gross negligence on the part of our legal representatives or executive employees, we shall be liable only for damage that is typical under the contract and that is reasonably foreseeable.

11.3 The above limitations on liability shall not apply in the case of intent, gross negligence on the part of our legal representatives or executive employees or in the case of culpable infringement of material contractual obligations. In the event of culpable infringement of material contractual obligations, then except in cases of intent or gross negligence on the part of our legal representatives or executive employees, we shall be liable only for damage that is typical under the contract and that is reasonably foreseeable.

11.4 We shall not be responsible for disruptions in performance and delays in delivery due to events of force majeure. Events of force majeure shall be deemed to include, in particular, pandemics, forces of nature, fire, strike, lawful internal company industrial action, war, riots, sabotage attacks by third parties or the lapse of approvals, insofar as the occurrence is not our fault and all measures have been taken to mitigate the damage. We will inform the customer about the occurrence of force majeure events.

12. Confidentiality

12.1 Both parties to the Contract undertake to use all documents and information that are obtained within the framework of the contractual relationship only for the agreed joint purposes and to apply the same care that they would apply with corresponding documents and information of their own in maintaining secrecy vis-à-vis third parties, if the other party to the Contract designates such documents and information as confidential or has an obvious interest in keeping such documents and information secret. These obligations shall commence when first knowledge is obtained/when the information is first received and unless otherwise agreed in writing in an individual case, they shall at the latest end 36 months after the business relationship has finished.

12.2 The above obligations shall not apply to documents or items of information that were generally known or that were already known to the contracting partner when they were received or that were provided to it afterwards by a third party that was not under any secrecy obligation or that were developed by the recipient contracting partner without utilising documents or items of information that were subject to a secrecy obligation.

13. Final provisions

13.1 Unless otherwise agreed, the place of performance is Würzburg. The conclusion of contracts and any amendments to contracts shall require written form.

13.2 The place of jurisdiction for all disputes arising under the contractual relationship is Würzburg. We shall also be entitled to bring an action at the Customer's registered office.

13.3 The law of the Federal Republic of Germany shall apply exclusively to the contractual relationship.

13.4 If any individual provisions of these Terms and Conditions should be invalid, this shall not affect the validity of the remaining provision.