General terms and conditions of iPoint-systems gmbh

1 Definitions

The terms used in these GTC or in documents governed by these GTC shall in case of doubt have the meaning assigned to them in the following table, irrespective of the grammatical form in which they are used.

Acceptance	means an inspection by the customer to determine whether IPOINT's services meet the contractual requirements and are free from defects, regardless of whether the service is subject to a statutory or contractual acceptance requirement.
AI / AI Function	means functions within the software or services of iPoint that are based on methods of artificial intelligence, in particular on machine learning, neural networks or comparable probabilistic or statistical methods, and which automatically generate analyses, classifications, recommendations, indications or forecasts.
AI Result	means any result generated by an AI Function, including recommendations, indications, classifications, assessments, analyses and forecasts, irrespective of its form of presentation.
Working days	refers to the weekdays from Monday to Friday excluding public holidays. Unless otherwise specified, the public holidays shall be those which apply at IPOINT's registered office.
Order	refers to all orders placed by a customer with IPOINT for the purchase of contractual services. Objects of an "order" can be project contracts, purchase contracts, orders for services or other services.
Service	refers to all activities performed by IPOINT that do not involve the purchase of goods or work services, regardless of the contractual typology.
Documentation	means operating instructions, user documentation, installation instructions, training materials, programming materials and other documents that serve to explain the use of a contractual service or a service result.
Error	refers to all malfunctions or impairments of usability as well as defects and deviations of a service from the requirements.
Trade secret	refers to all non-public information from the sphere of IPOINT or the customer, as well as affiliated companies, corporations, institutions, and users of the contractor's services, which has commercial value due to its secrecy and is subject to reasonable steps to keep it confidential. Information to which the customer receives or is to receive its own right of use in accordance with the contractual or statutory provisions is not a trade secret.

Training Data	means data used for the development, training, validation, testing or improvement of AI Models, including anonymized, pseudonymized and aggregated data.
Business hours	are 9:00 a.m. to 5:00 p.m. local time on working days.
Warranty claims	refers to claims to which the customer is entitled by law due to defective performance, i.e. in particular due to product or material defects or defects in title. In particular, this may include the statutory claims for subsequent performance, reduction, self-help, termination of the contract or compensation for damages or expenses.
Industrial property rights	means patents, utility models, trademarks, service marks, designs, design rights, database rights, semiconductor topography rights, proprietary information rights and all similar proprietary rights, whether registered or unregistered, including all foreign equivalents and all domestic and foreign applications, part applications, continuations, partial continuations, re-issues, re-assessments, renewals or corresponding applications.
Individual software	means software and individual programming services, including documentation, which have been specially developed or designed for the customer or adapted more than insignificantly to the customer's requirements, including the individual configuration of standard software.
IP	refers to industrial property rights, copyrights and property.
Performance result	refers to all products, works, items or objects of a physical or non-physical nature that IPOINT has to create, procure or otherwise provide for the customer as part of the execution of a contract, regardless of the contractual typology of the contract. Performance results also include all updates, changes or new versions of previous performance results, in particular if these are provided in the course of support and maintenance services (e.g. hotfixes, patches, updates, upgrades and new releases/versions).
Defect	has the statutory meaning set down in the German Civil Code (BGB).
Users	are the end users of services that the customer offers on the basis of IPOINT's contractual services. End users in this sense may also be contractual partners of third parties to whom the customer provides services.
Object code	means software in machine-readable or otherwise executable form (e.g. in byte code) including the documentation required for use, regardless of whether the software has been compiled, linked or otherwise translated.
Open source software (OSS)	is software that is subject to the provisions of a license that stipulates the disclosure and/or provision of the source code and/or the granting of rights to the source code by the entrepreneur as a condition of certain uses.

IT resources	are hardware, software and network components that are contractually supported, provided or otherwise operated by IPOINT with the cooperation of IPOINT for use by the customer.
Source code	means software in the human-readable form of a programming language, including the necessary documentation, which still requires a transmission or processing operation in order to generate object code from it.
Software	is the digital information used to control a computer, in particular computer programs and the data and files used to create, transform, use or execute them, including inline documentation. The term software covers both standard software and customized software.
Specifications	means descriptions or other specifications of the technical and other requirements, forms, functions, services, capabilities and other details relating to the contractual services.
Sphere of the customer	refers to places, rooms, natural persons or legal entities that are used, designated or otherwise utilized by the customer in the execution of the contract and over which IPOINT has no power of disposal. In particular, the customer's sphere includes business premises, locations with IT resources, contractual partners, customers, subcontractors, employees and bodies of the customer.
Locations	are all existing and future locations of the customer and the subsidiary as well as any future companies affiliated with the customer in in the European Union, including the data processing systems of the customer and its affiliated companies at other locations (e.g. in data centers with server housing for the customer or its affiliated companies).

2 Contractual relationship

2.1 General, scope of application

2.1.1 This document contains the general terms and conditions ("GTC") under which iPoint-systems GmbH, Ludwig-Erhard-Str. 58, 72760 Reutlingen ("IPOINT") provides services to its customers.

2.1.2 The subject of these GTC is all services provided by IPOINT to customers. Services may be in particular

- License purchase: Provision of standard software for an unlimited period;
- Software rental: Provision of standard software to the customer for a limited period of time;
- Platform services as Software as a Service (SaaS);
- Configuration or setup of software without interfering with the software code;
- Adaptation of software or data interfaces with intervention in the software code (customizing);
- Software maintenance;
- Consulting, services;

- Support/Hotline;
- Troubleshooting.

2.1.3 IPOINT offers its services to the customer only on the basis of these GTC. These GTC shall also apply if the contractual partners enter into future agreements regarding IPOINT's services without IPOINT referring to these GTC again. This applies in particular to services that IPOINT will only create in the future.

2.1.4 The inclusion of these GTC replaces IPOINT's previous General Terms and Conditions.

2.1.5 IPOINT's offer is aimed exclusively at business customers (B2B).

2.2 Formation of contracts

2.2.1 The specific services are usually described and specified in individual contracts to be concluded separately. Individual contracts are concluded in text form, usually through the submission of an offer by IPOINT and its acceptance by the customer or the conclusion of a so-called "Statement of Work" or "SOW" (each referred to as an "individual contract").

2.2.2 If products or services are presented on IPOINT's Internet pages and the conclusion of contracts is promised, in case of doubt this is only an invitation to the customer to submit corresponding offers. IPOINT reserves the right to accept the customer's offer, in particular with regard to checking its own ability to deliver and the customer's creditworthiness. If IPOINT's declaration constitutes a modifying acceptance insofar as IPOINT incorporates these GTC for the first time, IPOINT waives receipt of the declaration of acceptance in case of doubt.

2.2.3 IPOINT does not recognize any provisions in the customer's GTC that deviate in whole or in part from these GTC unless IPOINT has expressly agreed to them. This also applies if IPOINT provides the services without reservation in the knowledge of conflicting GTC of the customer. On the part of IPOINT, only senior management or employees authorized by senior management are authorized to give consent.

2.2.4 IPOINT is bound to offers for 30 calendar days, provided they are designated as binding and no other binding period is specified. Otherwise, offers from IPOINT are non-binding.

2.3 Priority

2.3.1 The content of the contract is determined by the documents listed below in descending order of priority:

- Individual contract (e.g. offer or SOW) and then its annexes
- Service descriptions in accordance with section 2.3.2..,
- these GTC and then its annexes,
- Operating instructions / user documentation.

2.3.2 Descriptions of IPOINT's services ("service descriptions") are derived from the features of a product or service presented by IPOINT before or upon conclusion of the contract or other information on a product or offer, in particular from product descriptions and IPOINT price lists. In particular, the service descriptions may also define the scope and modalities of service provision as well as the technical basis for the use and operation of the products. Verbal information does not constitute a

service description if it is not confirmed by IPOINT in text form.

2.3.3 Service descriptions do not apply insofar as they deviate from the express provisions in these GTC, unless this is done expressly and with reference to these GTC.

2.3.4 The general obligations in electronic business transactions in accordance with Section 312 i) Para. 1 Sentence 1 No. 1 to 3 and Sentence 2 BGB do not apply.

3 Technical principles and general regulations on services

3.1 IPOINT shall be free to implement and design its services as long as the service descriptions do not contain any concrete specifications. This also applies in particular to compliance with standards (e.g. DIN, ISO, BSI).

3.2 It is the responsibility of the customer to determine the technical and other requirements for the use of IPOINT's services, in particular the requirements for IT resources ("system requirements"), and to create these before using the services. This shall not apply if IPOINT has checked the technical feasibility of the specific systems or the system requirements of the customer as its own service.

3.3 IPOINT may communicate the system requirements or system recommendations in individual cases, include them in the service description or make them available on its own digital information offerings. Published system requirements are non-binding minimums for using the iPoint's services. iPoint is not liable for performance issues or defects caused by the customer's failure to meet these minimum requirements.

3.4 The system requirements shall be updated by IPOINT from time to time in line with technical progress and do not guarantee the quality of IPOINT's services for the entire term of the contract. It shall be the customer's responsibility to check whether the system requirements or system recommendations have changed immediately before agreeing (further) services. This also applies if IPOINT is aware of the customer's intended use of IPOINT's services.

3.5 If IPOINT communicates the system requirements necessary for a product in the individual contract or in the service descriptions, it shall be the sole responsibility of the customer to check and ensure compatibility if it deviates from the recommendation.

3.6 IPOINT shall be under a duty to provide only the expressly and specifically agreed components. Additional software, hardware, access, telecommunications or data services, other services or items that are required to connect or install IPOINT's services with the customer's systems or to use IPOINT's services must be procured and provided by the customer at its own expense.

3.7 IPOINT maintains certain certifications and qualifications in relation to its own services in its own interest. An obligation to the customer to do so requires an express agreement. If the customer wishes the subjects of contract to be certified by third parties that IPOINT does not already maintain, IPOINT will carry this out for a separate fee.

3.8 If IPOINT documents its own services or the performance result, this is done at its own discretion and according to IPOINT's templates, unless the parties expressly agree on specific content, formats and structures for the documentation. In particular, compatibility or compliance with the customer's internal documentation or general standards is not owed, even if these are known to IPOINT.

3.9 IPOINT is not obliged to check orders, supplies, specifications or cooperation from the customer for completeness, absence of ambiguity, compliance with other specifications or feasibility without express agreement. If IPOINT nevertheless points out doubts, errors or omissions, this shall not be deemed to be a contractual service and shall be without guarantee.

3.10 Insofar as IPOINT maintains insurance policies, this is done at IPOINT's own discretion. The conclusion or maintenance of certain insurances or insurances which are intended to found special claims by the customer require an express agreement. The customer is responsible for insuring any remaining risks arising from the contractual relationship with IPOINT at its own expense.

3.11 If the customer complains that a service is not in accordance with the contract and IPOINT then provides a subsequent service, or if IPOINT promises a subsequent service upon acceptance, this does not constitute an acknowledgement of a corresponding obligation, nor is this intended to determine the contract-typological classification of the service. IPOINT is also entitled to make subsequent performance without obligation if the customer complains that the service is not in accordance with the contract or is otherwise dissatisfied. Whether a service provided by IPOINT is to be remunerated by the customer is also determined in these cases solely by the other contractual agreements between the parties.

4 Customer duties of cooperation

4.1 The customer shall support IPOINT to a reasonable extent in the provision of services without being requested to do so, in particular by answering IPOINT's inquiries immediately and providing the cooperation services specified in the individual contract or in the service descriptions. The customer shall inform IPOINT in good time of any foreseeable delay in cooperation or other difficulties in the provision of the service from its sphere.

4.2 The customer shall take appropriate data security and precautionary measures to prevent the loss of data and programs at its own discretion and without being requested to do so. The customer shall also back up all data and information on its own systems before they are transmitted to IPOINT.

4.3 If IPOINT is required to provide services on site at the customer's or a third party's premises, the customer shall ensure that IPOINT has access to the necessary rooms and IT resources on the planned date and that a suitable contact person is available for the duration of the on-site activity who can answer technical questions about the existing systems and has the necessary knowledge and rights to make any necessary adjustments or changes to the customer's systems. All special regulations of the customer for the activities of IPOINT or its employees on site (e.g. security guidelines, authorization concepts, regulations for on-site activities, confidentiality agreements) must be submitted by the customer to IPOINT in good time, but no later than 2 weeks before the appointment. IPOINT employees are not authorized to represent IPOINT on site with regard to such declarations.

4.4 The customer shall provide such (technical) information, test data, materials and documents (hereinafter collectively referred to as "customer material") required for the provision of services in the format required by IPOINT and shall always make a backup copy.

4.5 IPOINT shall not be obliged to comply with any special legal requirements for the services resulting from the fact that the services are not to be provided or used at IPOINT's registered office or that special regulations apply to the customer's activities. It shall be the responsibility of the customer

to check such special legal requirements for IPOINT's services and performance results and, if necessary, to agree specifications with IPOINT in individual contracts; this applies in particular to checking the permissibility of the intended use of IPOINT's services and performance results for the respective jurisdictions in which the customer wishes to use the services.

4.6 Before reporting faults, making use of support services or making claims for defects, the customer shall check to a reasonable extent the information provided by IPOINT or other providers regarding the relevant service, in particular information on troubleshooting.

4.7 It is the responsibility of the customer to check the permissibility of the intended use of IPOINT's services and performance results and their suitability for the intended use, in particular from an economic point of view. IPOINT will only carry out the check as an additional service if this has been expressly agreed for specific uses.

4.8 The customer must secure undertakings from its vicarious agents to comply with the obligations of this section vis-à-vis IPOINT.

4.9 IPOINT shall not be responsible for restrictions to services that are based on a breach of duty or obligation by the customer, except in the case that IPOINT has caused the restriction through deliberate fault or gross negligence on its part. If the customer delays with regard to its duty of cooperation or does not cooperate properly, the deadlines and dates depending on this shall be automatically postponed by the period of delay and any necessary restart times; IPOINT shall in this case also not be obliged to provide a partial service. IPOINT may also demand reasonable compensation, including any holding costs. Other rights of IPOINT arising from delay or breach of duty by the customer, in particular claims for damages, remain unaffected.

4.10 **Additional cooperation services for SaaS services**

4.10.1 The customer is obliged to ensure that all necessary system requirements for the provision of the SaaS services at its end are satisfied. These include, among others:

i. Provision of a sufficiently fast Internet connection along with all access devices, in particular the installation of all security-relevant updates;

ii. Installation of the latest version of the client software required for access on sufficiently large computers.

4.11 The customer is obliged to keep its access data safe from unauthorized access by third parties. The customer must change its access data immediately if it becomes aware that third parties have access to its access data. The customer is also obliged to inform IPOINT immediately if there are indications that their access data to the software has been or is being misused by third parties.

4.12 The customer shall report any disruptions to the availability of the system to IPOINT. As far as possible, the customer shall provide details of the fault so that IPOINT can investigate the cause and extent of the fault.

4.12.1 The Customer is responsible for the suitability, accuracy, completeness and lawfulness of the data it inputs into AI Functions or has processed by them. In particular, the Customer ensures that input data is free of third-party rights that would prevent processing and that its use does not violate any data protection, copyright, competition or other statutory provisions.

4.12.2 Prior to any use of AI Results, the Customer shall conduct an appropriate plausibility check and sample-based review, in particular before such results are used as the basis for legally or economically relevant decisions. The Customer shall determine, implement and review at appropriate intervals suitable technical and organizational measures to prevent damage caused by erroneous or undesired AI Results.

4.12.3 The Customer is solely responsible for compliance with all legal, regulatory and contractual requirements applicable to its activities. The use of AI Functions does not relieve the Customer of its own duties of review, care and documentation.

4.12.4 The Customer shall not use AI Functions for purposes that are prohibited under Regulation (EU) 2024/1689 (the "AI Act") or other applicable provisions, or that are classified as high-risk thereunder, unless iPoint has expressly confirmed in text form the suitability of the AI Function for such purposes.

4.12.5 The Customer shall inform iPoint without undue delay in text form if it has any indication that an AI Function systematically delivers erroneous, discriminatory or otherwise undesired results.

5 Place of performance, place of result, risk of result, partial performance, time of performance

5.1 The registered office of IPOINT is agreed as the regular general place of fulfilment, performance and result.

5.2 IPOINT is entitled to make partial deliveries and render partial services, unless they have been rejected by the customer in text form prior to the delivery or service in question, stating justified, objective reasons.

5.3 Delivery dates or delivery deadlines from IPOINT are exclusively non-binding indications that serve to coordinate and plan the course of the project, and they are not binding performance times, unless delivery dates or delivery deadlines have been expressly agreed as binding between IPOINT and the customer.

5.4 A delivery date expressly agreed as binding or a delivery period expressly agreed as binding shall be automatically postponed by a reasonable period in the following cases:

i. The customer or a third party responsible to the customer does not fulfil its obligations to cooperate or does not do so in good time;

ii. Other obstacles (e.g. force majeure, power failure, etc.) arise for which IPOINT is not responsible.

5.5 In the event of force majeure, the parties must inform each other immediately and reach an appropriate agreement on the further consequences for the contractual relationship.

5.6 If IPOINT culpably fails to meet a delivery date or a delivery period expressly agreed as binding, the customer must set IPOINT a reasonable grace period of at least 4 weeks to provide the agreed service. If IPOINT allows this grace period to expire without success, the customer is entitled to rescind the contract.

6 Changes to performance obligations during the term (change request)

6.1 If the customer wishes to change an agreed service after conclusion of the contract, it shall inform IPOINT of this as early as possible and in detail as a change request. The customer shall use any forms or digital input channels provided by IPOINT for this purpose.

6.2 In case of doubt, any deviation from the specifications in the individual contract and in the service descriptions shall be deemed a change. Changes are also deviations from accepted service versions. If the parties cannot agree on the classification as a change, IPOINT may treat the change request as a change subject to later clarification.

6.3 If IPOINT's outstanding services are affected by a change request and IPOINT is threatened with disadvantages or useless expenditure if it continues its efforts to provide these services, IPOINT may suspend work on the affected services. IPOINT will inform the customer of this. If the customer then expressly requests the continuation of the work, it shall bear the associated additional expenses and risks.

6.4 IPOINT estimates the impact of the change request on costs and deadlines and with regard to necessary subsequent changes and shall inform the customer of the result. If the assessment by IPOINT requires more than insignificant effort, it shall require a separate agreement. If the effects appear insignificant, IPOINT may also implement the change request immediately. Otherwise, the contracting parties shall conclude an amended or additional project agreement on the basis of the communicated result. If the efforts to reach a project agreement regarding the change request fail, IPOINT will resume work on the original services.

6.5 If IPOINT provides more than insignificant additional services at the request of the customer, these will be remunerated on a time and material basis according to IPOINT's general rates.

7 Subcontractors

7.1 IPOINT shall be entitled to include third-party services in the provision of its own services. In particular, IPOINT shall be entitled to include IT resources provided by third parties in its own services, in particular hardware, software (e.g. standard routines, modules, libraries, embedded software, control software, software components), devices (also by way of provision for use) or data (third-party components). IPOINT will inform the customer about third-party components in good time.

7.2 IPOINT shall be entitled to use freelancers or subcontractors, unless there is an important reason for IPOINT not to use them for the specific services provided to the customer. If the customer requests the exclusion or replacement of freelancers or subcontractors, the associated additional costs and delays shall be borne by the customer, unless IPOINT has breached sentence (1) of this paragraph.

7.3 If the customer involves third parties in the execution of the contract (including with regard to compliance with the obligations to cooperate), the customer alone shall be responsible for the management and control of the cooperation. The actions and performance results of the third party shall be attributed to the customer.

8 Support and service level

Support for troubleshooting can be found in the **IPOINT's Service Level Agreement.**

9 Rights to performance results (general)

9.1 IPOINT retains all ownership and intellectual property rights to the performance results created or provided under this agreement, including but not limited to software, documentation, models, interfaces and specifications

9.2 If the performance results are physical, movable objects (e.g. data carriers), ownership of these objects shall only be transferred to the customer if IPOINT has expressly agreed to this. If such an agreement exists, IPOINT retains ownership of the performance object until full payment of the remuneration owed by the customer (retention of title).

IPOINT shall not return or surrender any data carriers, objects or items handed over, even after the end of the contract term. This does not affect the contractual obligations agreed between the parties to delete or destroy them.

9.3 If the parties agree that the customer shall be entitled to use the performance results for the contractual purposes, this shall in case of doubt mean the simple, non-transferable right to use the performance results in the delivered form for the company's own internal purposes.

9.4 Exclusive rights or rights to process performance results require an explicit agreement.

9.5 The customer shall retain copyright (e.g. copyright notices) or other references to IPOINT in or for services unchanged.

10 Rights to performance results/data and IP of the customer

10.1 If the customer provides iPoint with digital or physical objects, iPoint may use them or 4.4 for the purpose of executing the contract, unless the customer explicitly imposes restrictions in writing..

10.2 Unless otherwise agreed, iPoint is not required to return customer-provided materials or data carriers but shall delete or destroy them when they are no longer required for contract execution and iPoint has no legal obligation to retain them. Upon contract termination, deletion or destruction shall occur within three (3) months, unless the customer requests immediate deletion in writing. .

10.3 If IPOINT integrates, processes, or utilizes customer data within its applications (e.g., SaaS solutions) the models, interfaces, and data descriptions developed by IPOINT based on such data shall be iPoint's exclusive intellectual property, unless otherwise agreed

10.4 iPoint does not claim copyrights to result data (e.g., reports, evaluations) generated through the permitted use of its applications with customer data. If such result data is deemed copyright-protected, iPoint grants the customer all necessary rights for unrestricted use

10.5 iPoint may use customer data and result data in an anonymized and aggregated form to improve its

services, provided that this does not allow conclusions about the customer or specific data records and does not conflict with confidentiality obligations.

10.6 iPoint is entitled to use data provided by the Customer for processing as well as result data for the general, non-customer-specific development and improvement of its own services, including the development, training, validation, testing and improvement of AI Models, and to derive results therefrom that are the sole IP of iPoint. This is subject to the condition that the results do not allow any conclusions to be drawn about the Customer or the data sets used and do not violate the confidentiality provisions.

10.7 All AI Models used or further developed by iPoint in the course of the contract performance, including all model architectures, parameters, weights, embeddings, configurations and other model components, as well as all insights derived from training, are the exclusive IP of iPoint. This applies irrespective of whether Customer data has been used in such training. The Customer acquires no rights in AI Models, in their Training Data or in the underlying algorithms, and has no claim to inspection or access.

10.8 The Customer grants iPoint a non-exclusive, worldwide right, unlimited in time and content, to use the data processed in the course of the contract performance in anonymized and/or aggregated form as Training Data for AI Models, including beyond the term of the contract. Such use shall take place exclusively in a form that does not allow any conclusions to be drawn about the Customer, individual natural persons or specific data sets.

10.9 IPOINT shall be entitled to name the customer as a reference in publications and may advertise its own services in print or digital form with an abstract description of the services and using the marks referring to the customer's company in an appropriate form, unless the customer objects to this in order to protect legitimate interests (e.g. confidentiality obligation, data protection).

11 Shared IP

11.1 If the cooperation between the parties results in shared IP, the following provisions shall apply, unless otherwise agreed between the parties.

11.2 The parties will make specific agreements with regard to shared IP.

11.3 The customer is entitled to request IPOINT to license the shared IP in accordance with general terms and conditions, whereby the customer shall be granted a discount on the general license prices that corresponds to the customer's share in the creation of the shared IP. If the shared IP is not generally licensed by IPOINT, the customer shall receive a simple right to use the shared IP for internal company purposes against payment of a license to be determined by IPOINT.

11.4 IPOINT shall be entitled to freely and unrestrictedly exploit, incorporate into or integrate into its own products and services, further process or modify or otherwise use shared IP. IPOINT receives the exclusive rights to shared IP and is entitled, but not obliged, to take action against third parties who use the shared IP without authorization. IPOINT shall be entitled to make shared IP generally available for use under a free license.

12 Special regulations for the provision of software

12.1 General

12.1.1 If IPOINT's services include the provision (permanent or temporary provision, provision for use, software as a service, application software providing) of software (applications, operating software, machine-implemented software), the special provisions of this section 12 shall apply.

12.1.2 Separate documentation on the operation, installation or customization of software that goes beyond any comments and explanations in the software itself is only owed if and insofar as this has been expressly agreed. Documentation in English is sufficient.

12.2 Features of software products

12.2.1 General

12.2.1.1 The agreed quality of the software products results from the product specifications in the service descriptions. IPOINT shall not be responsible for any other properties of the software products. In particular, representations of the software products in public statements or in IPOINT's advertising are not binding.

12.2.1.2 Only IPOINT's management is authorized to issue guarantees regarding the software products.

12.2.1.3 The customer shall not acquire any rights to the source code of the software and has no right to inspect or access the source code.

12.2.2 Nature of AI services, models and calculations

12.2.2.1 IPOINT software can be based on complex algorithms, models, mathematical formulas or artificial intelligence ("AI") methods. Errors may occur in these foundation features, during implementation, configuration, display and interpretation. Machine learning processes derive results from criteria that are not or not immediately comprehensible. IPOINT therefore does not claim that results represent a certain quality in relation to the processed data.

12.2.2.2 If AI methods are used to recognize patterns, derive statements or forecasts from data, it is the customer's responsibility to check suitability for its own purposes, particularly with regard to the error tolerances for the identified statement and the forecast.

12.2.2.3 It is the responsibility of the customer to check the data transmitted by it and the data to be processed using IPOINT's software for suitability, freedom from errors and freedom from undesirable features.

12.2.2.4 The customer shall carry out an appropriate plausibility and random check with regard to the results of IPOINT's services, in particular before such results are used as a basis for economic decisions. It is the responsibility of the customer to determine and implement suitable technical and organizational measures to prevent damage that may arise from the use of incorrect or undesired results of IPOINT's services and to review the measures at appropriate intervals. IPOINT is not in a position and is not obliged to determine the corresponding risks and to evaluate the measures taken with regard to the risks.

12.2.2.5 AI Results are exclusively of a supportive and advisory nature. They neither constitute legally binding information nor a certification of conformity, and they do not replace the Customer's own technical, legal or factual review. The final decision on whether to use or not to use an AI Result, as well as on all measures derived therefrom, lies exclusively with the Customer.

12.2.2.6 iPoint does not provide any guarantee or warranty that AI Results are complete, correct, up to date or fit for any particular purpose. In particular, iPoint does not guarantee compliance with statutory, official, customer- or industry-specific requirements, thresholds or specifications (e.g. OEM requirements). The rule sets, thresholds and reference data stored within AI Functions may be incomplete, outdated or erroneous.

12.2.2.7 iPoint will identify AI-generated results within the user interface of the software in an appropriate form as AI-generated. The form and scope of such labelling shall be determined by iPoint at its reasonable discretion, taking into account the respective function and the applicable regulatory requirements.

12.2.2.8 AI Functions do not make any binding decisions for or against the Customer and do not block any of the Customer's business processes, unless expressly stipulated otherwise in the service description.

12.2.2.9 Deviations, fluctuations or variations in AI Results that are due to the probabilistic nature of the underlying methods do not constitute a defect. This also applies to changes in AI Results resulting from model adjustments, retraining, fine-tuning or model replacement, provided that the basic functionality defined in the service description is preserved.

12.2.2.10 iPoint is entitled at any time to adjust, restrict, temporarily suspend or remove AI Functions, to the extent that this is necessary or appropriate to comply with statutory or regulatory requirements, in particular Regulation (EU) 2024/1689 (the AI Act). Such adjustments shall not constitute a defect or a breach of duty.

12.2.2.11 Insofar as iPoint integrates third-party components, models or services for the provision of AI Functions, the respective licence and usage terms of those third parties shall apply additionally and with priority.

12.2.3 SaaS applications

12.2.3.1 In the case of SaaS, IPOINT's service consists of providing access to the platform via which the customer can use the functionalities of the software to the agreed extent. The customer shall not receive any rights of its own to the software; IPOINT's service consists of providing the software for use of the functionalities via means of remote communication, even if the installation of software components takes place on the customer's resources.

12.2.3.2 The provision takes place on IT resources that IPOINT operates itself or rents. IPOINT is entitled to realize the SaaS functionalities through one or more applications, distributed on one or more IT resources and by means of multi-client capable installation for several customers at the same time (cloud software).

12.2.3.3 SaaS provision includes a certain storage quota for operational data, the scope of which is determined by the individual contract. If the storage quota is exceeded, the customer shall be obliged to pay for the additional storage space used in accordance with the current version of

IPOINT's general price list.

12.2.3.4 Any client software and access data required for accessing and using the software shall be provided to the customer in good time.

12.2.4 Further development of software products / new program versions

12.2.4.1 IPOINT is entitled to modify, extend or adapt the software at any time, in particular by means of fixes, updates, upgrades or new versions ("New Program Versions").

12.2.4.2 If mandatory legal framework conditions (e.g. laws, legal ordinances, regulatory requirements) that affect the intended use of the software products change, IPOINT shall implement the changes in the software products in good time, at the latest when they come into force. If the changes result in more than insignificant implementation costs, IPOINT shall be entitled make the implementation dependent on the customer's agreement to a reasonable increase in the remuneration for the affected IPOINT services.

12.2.4.3 New program versions can also lead to changes in the technical requirements for use that are to be ensured by the customer. New program versions may in particular also affect, restrict or remove functionalities, algorithms and calculation methods. New program versions must only be compatible with the last program version provided, unless the parties have expressly agreed a different program version as the basis for further update services (fork).

12.2.4.4 New program versions must be announced by IPOINT in an appropriate form. If the customer believes that its legitimate interests are unreasonably impaired by a new program version, it shall inform IPOINT immediately in text form in order to give IPOINT the opportunity to reduce or eliminate these effects. New program versions that are required by law or to maintain the security or integrity of IPOINT's information technology systems are always reasonable.

12.2.4.5 If IPOINT has customized a software product as a contractual service, IPOINT will either ensure that the usability of the customization is not restricted by the new program version or offer the customer a corresponding adaptation of the new program version or the adapted programs as a change.

12.2.4.6 In case of doubt, the customer may reasonably be expected to bring its IT resources up to the state of the art if this is necessary in order to use a new program version. If the customer cannot reasonably be expected to install a new program version, IPOINT can provide the services relating to the old program version or terminate the contract if IPOINT cannot reasonably be expected to continue.

12.2.4.7 IPOINT shall grant the customer the same rights to updates, changes or new versions of previous service results as to the previous service result. IPOINT shall only transfer rights to the source code if this has been expressly and separately agreed.

12.2.4.8 If documentation is a contractual service of IPOINT, it will be adapted to the current program status.

12.2.5 Rights of use, restrictions

12.2.5.1 If a service provided by IPOINT includes the transfer or provision of software or its use for or by the customer, the following provisions shall apply in addition to the general provisions for service results.

12.2.5.2 In the case of permanent transfer or transfer of software for a specific period of time without an express agreement to the contrary, a simple right of use is granted in the runtime version for the agreed duration exclusively for the customer's internal purposes. This also applies to individual adaptations of the software with or without intervention in the source programs of the software. Further conditions or restrictions of use can be agreed for the number of users (named user, concurrent user), the number of installations or the performance of the installation systems. Without further agreement, installation on one computer system (one CPU) and use via one workstation is permitted.

12.2.5.3 If the object of IPOINT's services is the provision of software or functionalities of software for use by the customer via remote communication (e.g. Software as a Service, Platform as a Service, etc.), the customer shall not receive any rights of use to the software itself or a copy of the program. Only the intended use of the software via the accesses granted by IPOINT to the extent specified in the contract is then permitted.

12.2.5.4 The provision of source programs, program libraries or software tools for standard software or individual software always requires an express agreement, to which only IPOINT's management is entitled.

12.2.5.5 The customer is not entitled to modify or edit the software or otherwise interfere with or disrupt the operation of the software in any way that does not correspond to the agreed use.

12.2.5.6 Without the prior written consent of IPOINT, the customer shall not be entitled to pass on the software in whole or in part to a third party or to allow a third party to use or utilize the software for a third party. In particular, the customer is not permitted to sell or lend the software. “Third parties" in this sense also include companies that are affiliated with the customer, i.e. "group companies" defined as legally independent companies that are related to each other through majority ownership or control (this includes companies that are majority-owned by the same parent company, as well as those that have significant control over one another).

12.2.5.7 The customer shall be liable for the use of third parties if they use the access and usage options made available to the customer, unless the customer is not responsible for this. This applies in particular to the use of separately remunerated services.

12.2.5.8 Insofar as the customer makes use of a legal right to make a backup copy, the backup copy must be marked as such and bear IPOINT's copyright notice.

12.2.5.9 Copyright notices on or in software or documentation may not be deleted, changed or otherwise suppressed.

12.2.5.10 Insofar as the customer possesses original data carriers or backup copies with the software in accordance with the contract, these must be stored securely and adequately protected against access by unauthorized persons.

12.2.5.11 IPOINT may temporarily or permanently prohibit or block the use of the software and/or terminate this contract without notice in accordance with section 23.7 if the customer significantly exceeds its rights of use, violates regulations for protection against unauthorized use or if there is unauthorized use within the meaning of section 12.2.6. IPOINT must set the customer a reasonable grace period to remedy the situation, insofar as this is reasonable. A prohibition of use or blocking does not at the same time constitute a termination of the contract. After prohibition of use, the

customer must confirm the cessation of use to IPOINT in writing. IPOINT's right to compensation for use in breach of contract and/or any further claims shall remain unaffected. The customer shall be entitled to be granted use or access again, provided that it has proven that it has ceased the use in breach of contract or that it has taken effective measures against future continuation or repetition.

12.2.5.12 The customer shall have no claim to the provision of the source code of software and shall not receive any rights of use or other exploitation rights thereto. Libraries, drivers, documentation and user manuals are also only the subject of the service or the subject of the granting of rights of use if expressly agreed. The customer shall only be entitled to correct errors independently if IPOINT has previously been given the opportunity to correct the error itself and has not done so within a reasonable period of time.

12.2.5.13 The customer's rights always relate only to the current program version provided to the customer by IPOINT. With the provision of a new program version, the right to use previous program versions ends. As long as the customer is entitled not to install a new program version, it remains entitled only with regard to the existing program version.

12.2.5.14 The customer may only decompile the interface information of the software within the legally permitted limits and requirements and only if it has previously informed IPOINT in writing of its intention, received iPoint's authorization, and requested the provision of the necessary information within a period of at least 2 weeks. All knowledge and information obtained by the customer in the course of decompiling must be treated as strictly confidential and may only be passed on with the express prior written consent of IPOINT. Prior to any involvement of third parties, the customer shall provide IPOINT with a written declaration from the third party that the third party undertakes directly to IPOINT to maintain strict confidentiality of all information obtained through recompilation and within the legally permitted limits and requirements.

12.2.5.15 The customer's statutory rights to program copies for which exhaustion has occurred remain unaffected by the above provisions.

12.2.5.16 The rights of use are limited to the term of the user contract. The right of use ends at the latest at the end of the term of this contract. The customer must cease and refrain from any further use of the software when the authorization of use ends. Furthermore, the customer must irretrievably delete all copies or installations of IPOINT's software, unless the customer is legally obliged or entitled to retain them for a longer period. The duty to delete then arises immediately after the expiry of the retention period. The customer must confirm the deletion to IPOINT in writing upon request. There is no right of retention with regard to the deletion at the end of the right of use.

12.2.6 Unauthorized uses

12.2.6.1 Any use of the software that is not expressly permitted or necessary to achieve the purpose of the contract shall be prohibited.

12.2.6.2 The customer must ensure that its use is legally compliant. In particular, the customer guarantees that the use of the data entered by it through the SaaS platform does not violate data protection, competition, criminal, copyright, trademark, labelling, patent or labor law or name regulations, nor that it violates legal provisions for the protection of minors or for the protection of rights of third parties.

12.2.6.3 The customer shall indemnify IPOINT against all third-party claims, including reasonable costs of

legal prosecution and defense (not limited to statutory fees), insofar as third parties assert claims against IPOINT that data entered by the customer on IPOINT's platform infringes third-party rights or is otherwise unlawful. This does not apply if the customer is not responsible for the claims.

12.2.6.4 The customer shall not be permitted:

i. to examine the functionality of the services offered by IPOINT by means of reverse engineering, to decompile them (except when permitted under section 12.8.14), to break them down into their components and/or to use them as a basis for the creation of its own software programs;

ii. to carry out technical load and/or penetration tests on IPOINT's systems without consulting IPOINT;

iii. to use IPOINT's services in such a way that the confidentiality or integrity of IPOINT's information technology systems may be compromised.

12.2.6.5 Uses that significantly exceed the typical scope of use are also not permitted. The scope of use is significantly exceeded if the actual use deviates significantly either (i) from the contractually defined criteria for determining the scope of use or - in the absence of express contractual provisions - (ii) from the customer's typical, expectable usage behavior. The following criteria are particularly relevant: Number of connected locations, number of users and storage space. In the event that the agreed scope of use is significantly exceeded, IPOINT shall receive a fee to be determined by IPOINT.

12.2.7 Special features of third-party software

12.2.7.1 The customer is aware that IPOINT also uses third-party components in the provision of services. Third-party components may be subject to the license conditions of third parties, from which IPOINT is not entitled to deviate. The license conditions of the third-party providers are named in the service description, referenced in the user documentation or made the basis for use during installation. In case of doubt, the customer agrees to the validity of the respective licenses upon commencement of use. IPOINT has no influence on the licenses of third parties and, in case of doubt, only arranges them. In particular, the customer is aware that these conditions may be governed by other legal systems. Acceptance of and compliance with these terms and conditions by the customer is a prerequisite for the use of the third-party software.

12.2.7.2 Third-party components are not the responsibility of IPOINT; IPOINT is not responsible for any fault on the part of the provider of the third-party component. For the avoidance of doubt, IPOINT remains responsible for the functionality of its own software products even if third-party components are used for these. The customer is aware that IPOINT cannot check or does not check third-party components for hidden or undocumented functions. The customer shall therefore check whether the use of these components is suitable for the customer's purpose. IPOINT shall keep the customer informed of any third-party components used if this has an impact on IPOINT's contractual services.

12.2.7.3 Unless expressly excluded or otherwise agreed, the use of free licenses (e.g. Open Source, Creative Commons) for the performance of services is also in accordance with the contract. IPOINT may refer to generally available sources for information on the applicable license conditions, in particular if these are binding for the customer.

12.2.7.4 In particular, the terms and conditions of third-party software may provide for a different term of use.

12.2.7.5 If third-party software is to be replaced as a component because the customer no longer guarantees the conditions of use or because the term of the third-party software ends differently from the term of the contract, the contracting parties shall determine an alternative for the third-party software by mutual agreement and adjust the contract accordingly. If the contracting parties cannot agree on an alternative, the contract shall be continued without the third-party component, if necessary with an appropriate adjustment of the remuneration, unless one of the contracting parties cannot reasonably be expected to continue the contract until the next ordinary termination and the contracting party terminates the contract for this reason within a period of 1 month from becoming aware of the reason.

12.2.7.6 If the license terms for the third-party software are subordinate or ineffective, the terms for IPOINT's software shall apply accordingly.

13 Prices, terms of payment and invoicing

13.1 The remuneration owed by the customer is set out in the individual contract or IPOINT's general price lists.

13.2 In case of doubt, IPOINT's services shall be remunerated according to the time actually spent on providing the service at the rates agreed with the customer or otherwise at IPOINT's general rates and materials at IPOINT's general sales prices (Time & Material or T&M). The invoice interval for the time-based fee is the quarter of an hour or part thereof. Daily rates apply to work performed for up to 8 hours per calendar day during IPOINT's ordinary business hours. If IPOINT works outside its general business hours at the customer's request, the rate shall be increased by 50%.

13.3 The due date of the remuneration is specified in the individual contract. In case of doubt, remuneration shall become due on conclusion of contract or, in the case of continuing obligations, on the 3rd working day of the invoice period in advance.

13.4 Continuing obligations are generally invoiced annually in advance.

13.5 Invoices shall be payable within 30 days of the invoice date.

13.6 Fixed prices shall be invoiced irrespective of actual expenditure but subject to any change requests.

13.7 Travel time, travel costs and expenses will be charged by IPOINT at the maximum tax rates or against itemized receipts. Travel times are working times.

13.8 All prices are subject to the applicable statutory value added tax.

13.9 The customer shall raise objections to IPOINT's invoices within three months of receipt at the latest. After expiry of the deadline, objections can only be asserted if the customer can prove that it is not responsible for the delay in its assertion. IPOINT shall inform the customer of the exclusion effect when the invoice is issued.

13.10 IPOINT may refuse to provide services if it becomes apparent after conclusion of the contract that any claim for payment may be at risk due to the customer's inability to pay. A risk is to be assumed in particular if the customer does not pay any remuneration due despite a reminder without reason. Further rights of IPOINT remain unaffected.

13.11 In the event that the scope of use in accordance with section 12.2.5 is significantly exceeded, IPOINT shall receive remuneration for this in accordance with the general price list or, alternatively, reasonable remuneration.

13.12 If the customer is in default of payment, IPOINT shall be entitled to suspend the provision of the services or to block access to the services until payment has been received after a reasonable deadline set for the customer has elapsed without result, in which IPOINT has also threatened to suspend the services. This does not apply to insignificant default amounts of up to 5% of the remuneration for the IPOINT service concerned. The obligation to pay the agreed remuneration remains unaffected by this.

13.13 IPOINT reserves the right to adjust the agreed remuneration of a continuing obligation appropriately with a notice period of 6 weeks before it comes into effect, if and insofar as the calculation bases on which the pricing is based, such as the costs for personnel, materials, operation and software maintenance, state/official taxes, social security contributions, fees and costs of third-party components, have changed and only insofar as the total price changes as a result. In the event of an automatic extension of the contract term, the agreed total price shall increase by 5%. As soon as the annual fee increases by more than 5%, the customer may terminate the contract when the price adjustment takes effect. Notice of termination must be given no later than 2 weeks before the price adjustment takes effect. IPOINT shall draw attention to the special right of termination in the announcement of the price adjustment. If the calculation bases specified in sentence 1 fall, the customer may demand a price reduction corresponding to the falling costs. The customer may assert this claim within a period of 6 weeks.

14 Taxes and social security contributions

14.1 All details of remuneration or prices in the individual contract are exclusive of value added tax, excise tax or similar taxes ("taxes"). IPOINT is entitled to charge such taxes additionally if they are incurred. The customer is obliged to inform IPOINT of any special taxes resulting from a different place of performance requested by the customer or the customer's registered office. Special taxes in this sense are all withholding taxes, domicile taxes or other taxes that are linked to the service to the customer or its payment to IPOINT and depend on the place of delivery to the customer, the customer's registered office or the customer's corporate structure, with the exception of value added tax. All prices are quoted by IPOINT without such taxes. If such taxes are not expressly taken into account by the parties when agreeing the remuneration, the customer undertakes to provide IPOINT with the full amount of the agreed remuneration.

14.2 Each party is responsible for taxes levied on its own income, rental income or property and for the payment of all taxes and social security contributions on the salaries of its employees.

14.3 Each party shall indemnify the other against claims arising from the fact that third parties involved in its sphere of operation have been incorrectly treated, registered or classified by it for tax or social security purposes.

15 Performance interruptions

15.1 IPOINT shall only be liable for product and material defects or for defects in title if this is stipulated by law. In case of doubt, IPOINT offers services on the basis of contract types without statutory

liability for defects, in particular on a service contract basis.

15.2 IPOINT guarantees that the use of the performance results by the customer for the contractual purposes at the place of contractual use does not conflict with any third-party rights. The customer shall inform IPOINT immediately as soon as a third party claims that a service provided by IPOINT infringes its rights. The customer undertakes vis-à-vis IPOINT not to recognize third-party claims nor to disclose or concede facts that could be detrimental to IPOINT without IPOINT's prior consent.

15.3 Warranty claims are excluded insofar as

i. a defect cannot be reproduced and is not otherwise documented,

ii. there is only an insignificant reduction in the quality or certain properties of the services or insignificant deviations from the contractual requirements,

iii. there are operating errors on the part of the customer,

iv. instructions or information from IPOINT are not followed by the customer

v. services are handled improperly by the customer or used contrary to the contract,

vi. assumptions from the contract regarding the customer's IT resources or data or performance requirements from the customer's sphere are not satisfied, or

vii. if general framework conditions or regulations change at third parties, in particular due to updates of operating systems, changes to external services (e.g. changed or new functionalities), platforms (e.g. changed interfaces) or systems (e.g. technical further development),

unless the defect is not attributable to this or the rectification of the defect is not or only insignificantly impeded by this.

15.4 The customer shall support IPOINT to a reasonable and necessary extent in the error analysis and rectification of defects, in particular by describing defects as specifically as possible, informing IPOINT comprehensively and providing access to the objects of performance.

15.5 It shall be the responsibility of customer to check services immediately and to notify complete defect lists. Defects not included in incomplete lists of defects will not impact the acceptance of the services if the customer could reasonably be expected to include them in the list of defects.

15.6 In the event of defects, IPOINT first has a right of supplementary performance. In the event of material defects, IPOINT shall choose whether to remedy the defect by eliminating the defect or by delivering/providing a defect-free item. In the event of defects of title, IPOINT shall provide the customer with a legally flawless opportunity to use the item or service provided or an exchanged or modified item or service of equal value, at IPOINT's discretion. IPOINT may also provide subsequent performance by showing the customer options for avoiding the effects of the defect or reducing them to an acceptable level. Equivalent new or older hardware or software that does not contain a defect shall be accepted by the customer in order to eliminate a defect or reduce its effects if this is reasonable for the customer.

15.7 If the customer requests IPOINT to provide a warranty although there is no defect, the customer must compensate IPOINT for the resulting damage if the customer should have recognized that there was no defect if it had exercised due commercial diligence, but that the cause of the problem

lies within its own field of responsibility.

15.8 If IPOINT does not provide subsequent performance within a reasonable period of time, if subsequent performance fails (in case of doubt not before two unsuccessful attempts at subsequent performance), is impossible or is unreasonable for the customer, the customer may (i) rescind the contract or reduce the remuneration appropriately and (ii) demand compensation for damages or expenses in line with other terms and within the limits of the contractual liability agreement. The legal consequences of rescission and reduction shall be governed by the statutory provisions, insofar as this is in accordance with this contract.

15.9 The limitation period for all claims based on material defects and defects of title is one year. The limitation period for claims for repayment of the remuneration after rescission or reduction is a maximum of fifteen months after the start of the limitation period for claims for rescission or reduction. If IPOINT provides subsequent performance, this shall not constitute an acknowledgement of a corresponding obligation to perform or a negotiation of any claims for defects.

15.10 The above provisions do not apply to the customer's claims that are excluded from the scope of liability in section 16.1 .

16 Liability

16.1 The following provisions on IPOINT's liability apply to all claims for damages, defects or claims for compensation in lieu thereof by the customer arising from or in connection with the performance of services by IPOINT, irrespective of the legal grounds on which they are based (e.g. warranty, default, impossibility, any breach of duty, existence of an obstacle to performance, tort, etc.), but not to claims by the customer

i. for damages resulting from injury to life, body and health,

ii. in the event of fraudulent concealment of a defect by IPOINT or due to the absence of a quality feature for which IPOINT has assumed a guarantee,

iii. which are based on intentional or grossly negligent behavior on the part of IPOINT or its legal representatives,

iv. under the German Product Liability Act and

v. which are covered by sections 69 or 70 of the German Telecommunications Act (TKG).

The above exceptions are subject to the statutory provisions.

16.2 IPOINT's liability for grossly negligent damage caused by its vicarious agents is limited to compensation for typical damage that was foreseeable for IPOINT when the contract was concluded.

16.3 IPOINT shall only be liable for negligence simpliciter in the event of a breach of material obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract, whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the customer may ordinarily rely (cardinal duty). In the event of a breach of a cardinal duty, liability shall be limited to the foreseeable damage typical of the contract, but to a maximum amount of EUR 50,000.00 per claim. This also applies to lost profits and lost savings. Otherwise, IPOINT's liability for negligence

simpliciter is excluded.

16.4 Strict liability as may arise for IPOINT under any lease or similar usage relationships in relation to any errors that already existed at the time the contract was concluded is expressly excluded.

16.5 IPOINT shall not be liable for defects in connected third-party components, the customer's own software or the interfaces used for the connection, unless they were provided by IPOINT itself.

16.6 IPOINT shall not be responsible for service disruptions due to force majeure (in particular strikes, lockouts, official orders, natural disasters, epidemics or pandemics, failure of communication networks or network infrastructure, disruptions in the services of carriers).

16.7 IPOINT reserves the right to object to contributory negligence, in particular with regard to the customer's obligations to back up data and protect against malware in accordance with the current state of the art.

16.8 In the event of loss of data, IPOINT shall only be liable for the expenditure required to restore the data in the event of proper data backup by the customer.

16.9 For services that are used under the license conditions of third parties, the liability regulations of the respective license also apply primarily and conclusively in favor of IPOINT. Insofar as the license does not regulate liability or does not regulate it effectively, this section shall apply subordinately.

16.10 iPoint shall not be liable for damages arising from the Customer or any third party within its sphere using AI Results without the independent plausibility check and sample-based review required under this agreement, relying on them as the sole basis for legally or economically relevant decisions. This applies in particular to damages resulting from administrative fines, recall actions, supply restrictions, reputational damage or contractual penalties of third parties based on the use of AI Results.

16.11 The provisions of this section 16 shall apply mutatis mutandis to claims by the customer against IPOINT's bodies or employees.

17 Services and additional benefits

17.1 Subject of the contract and scope of application

17.1.1 In case of doubt, IPOINT provides services on the basis of a service contract. This applies in particular to the services of customization, consulting, support, assistance or programming in accordance with customer requirements, configuration and installations as well as the provision of training, compliance services and the migration of customer data following termination to a system specified by the customer. The assumption of risk to achieve a specific result requires express agreement.

17.1.2 The following special regulations also apply to services provided by IPOINT that are subject to service contract law.

17.2 Instructions

17.2.1 The customer shall provide IPOINT with content-related or organizational decisions and

specifications that are significant for the provision of services by IPOINT in good time.

17.2.2 The customer shall only be entitled to technical specifications and instructions that are necessary for the organizational integration of IPOINT's services into the project process. In particular, the customer shall not issue any instructions to IPOINT employees and shall not involve them in work processes or the customer's organizational structure. In case of doubt, all instructions must be communicated via project management.

17.3 Subsequent services and service interruption

17.3.1 The contractual partners can also agree that IPOINT will provide subsequent services if the customer wishes to make changes to the performance results after the service has been provided. If IPOINT provides additional services without a specific agreement or without demanding remuneration, this does not constitute a legal obligation, but is done as a gesture of goodwill.

17.3.2 If IPOINT has culpably breached a contractual obligation in the provision of a service, IPOINT shall be entitled to provide the service in full or in part in accordance with the contract within a reasonable period of time at no additional cost to the customer, unless this is unreasonable for the customer.

17.3.3 The customer shall inspect the services for conformity with the contract after they have been rendered and notify any disruption to services in text form within two weeks of becoming aware of it. This deadline shall be satisfied by timely sending of the notification. If notification is not made or is not made in good time, the customer shall no longer be entitled invoke the service disruption against IPOINT. Section 15.5. applies accordingly. .. Claims of the customer due to interruption to service shall become time-barred one year after the statutory commencement of the limitation period. Claims for repayment of the remuneration after rescission, which can also only be declared within the above limitation period, expire at the latest fifteen months after the start of the limitation period. The provisions of this paragraph shall not apply in the event of deliberate breach or gross negligence on the part of IPOINT, fraudulent concealment, personal injury or breach of a guarantee.

18 Acceptance

18.1 Even if this is not provided for by law, the contracting parties may agree to carry out an acceptance procedure for IPOINT services. A mere contractually agreed acceptance is not taken into account in the contractual classification of the services. The following regulations apply in all cases of acceptance.

18.2 The acceptance serves to check the service for conformity with the contract and whether the customer considers further services by IPOINT to be necessary in order to achieve the desired result of the service.

18.3 The parties may make binding arrangements by contract or prior to acceptance regarding the subject matter and procedure for acceptance, the test data or test systems to be provided and further procedures after acceptance.

18.4 IPOINT shall inform the customer when a service is made available for acceptance. If no express deadline for acceptance has been communicated, a deadline of three (3) weeks shall be deemed to have been set. The customer shall immediately notify any objection to acceptance and shall specify these objections, both with regards to acceptance of the service as such or with regard to the

deadline for acceptance. If the customer objects that the deadline for acceptance is too short, the customer shall at the same time communicate a binding date by which the customer will communicate the result of the acceptance.

18.5 The customer shall inspect the service immediately and without delay for conformity with the contract.

18.6 The parties shall draw up a joint protocol on the result of the acceptance inspection. The acceptance inspection should be carried out as completely as possible. Discontinuation of the acceptance inspection before all possible tests have been carried out is excluded. If the acceptance inspection can be carried out, the service shall be deemed to have been accepted provided no defects are recorded in the acceptance report with regard to the tested parts of the service. If it is not possible to carry out the acceptance inspection in full due to defects, the test should be continued as soon as the defects have been rectified. The acceptance protocol should expressly state whether the customer declares acceptance - if necessary with reservations. If defects or rectification periods are listed in the report, this shall not have the effect against IPOINT that the complaints are recognized by IPOINT as defects in the legal sense or that rectification periods are bindingly promised.

18.7 If it has been agreed that the remuneration is to be paid in full or in part "after acceptance", the due date shall be upon expiry of the period applicable for acceptance if no defects preventing acceptance are notified prior to its expiry.

19 Contact persons, instructions, employees

19.1 The customer must name a competent contact person who is not to be replaced without cause and who is authorized to make and receive binding declarations on behalf of the customer. Where appropriate, contact persons should be appointed for various roles in more extensive projects.

19.2 If the presence of IPOINT employees at the customer's premises or at the premises of third parties from the customer's sphere is required for projects, the customer must ensure that no integration into the work organization or processes of the customer or the third party takes place.

19.3 IPOINT employees are subject solely to the instructions of IPOINT's internal project management. Technical specifications or those relating to work organization are communicated by the customer exclusively to IPOINT's project management.

19.4 IPOINT shall not be required to conduct background checks on its employees beyond checking references from previous employers, verifying ID cards, reviewing resumes, and conducting in-depth interviews. Agreements to the contrary shall be invalid unless they are made on the part of IPOINT with the consent of the executive board.

20 Export restrictions

In the case of cross-border delivery and/or service relationships between the customer and IPOINT, the customer shall bear any customs duties, fees and other charges incurred. In addition, the customer is also responsible for checking and complying with the applicable import, export control, customs and other foreign trade regulations and for obtaining any necessary permits or suitable official confirmations and for informing IPOINT accordingly of the need for corresponding measures. IPOINT does not assume any consulting or information obligations in this respect. The customer

shall inform IPOINT if IPOINT services are to be used outside the country of the contractually agreed place of performance.

21 Change of party

21.1 The customer shall remain the contractual partner of IPOINT - in addition to any other contractual partner - even if the contract is legally transferred to a third party on the part of the customer, for example through a spin-off . This shall not apply if the contract is transferred to a third party by written agreement between the parties, which expressly stipulates that the customer is to withdraw from the contract. In case of doubt, the assignment of a contract or rights from the customer to a third party designated by the customer shall be excluded in any case if the third party acts under a different company name or trademark.

21.2 IPOINT shall remain the contractual partner of the customer even if the ownership structure of IPOINT changes due to one or more changes in shareholders (share deal) or IPOINT sells (significant) parts of its assets to a third party (asset deal). In the case of an asset deal, IPOINT has the right to employ the purchaser as a subcontractor without obtaining the customer's consent. In these cases, the customer cannot derive any rights from the changed ownership or financial circumstances of IPOINT. In particular, the customer has no right to extraordinary termination. Agreements to the contrary shall be invalid unless they are made on the part of IPOINT with the consent of the executive board.

21.3 If IPOINT requests the assignment of the contract to another company that has taken over the essential operating resources for the fulfilment of the contract, for example through an asset deal or a spin-off, or to an affiliated company, the customer shall be obliged to agree to the assignment of the contractual relationship if this does not conflict with any legitimate interests of the customer. The lack of performance of the other company is not a legitimate interest if IPOINT offers appropriate security for this.

22 Non-solicitation clause

22.1 The contracting parties undertake not to actively entice away any employed persons from the other party. This applies:

i. In the case of continuing obligations: During the term of the continuing obligation and for a period of 24 months after termination of such an obligation.

ii. In other cases: For a period of 24 months from the end of the service provision by IPOINT.

22.2 In the event of a culpable breach of the above obligation by one contracting party, the other contracting party shall be entitled to an extraordinary right of termination and an appropriate contractual penalty.

23 Contract start, duration and termination

23.1 In case of doubt, the contract begins with the conclusion of the contract in accordance with section 2.3, but no later than the start of use of the services provided by IPOINT.

23.2 Contracts for the provision of temporary software (software rental), SaaS or services have a minimum term of thirty-six (36) months. The contract is then automatically extended by a further twelve (12) months in each case unless it is terminated by either party before the end of the term with a notice period of three (3) months.

23.3 In the event that extensions to the scope of use of the software are agreed during a current contract, the term and notice period of the current contract shall also apply to these extensions.

23.4 The contract can only be terminated in its entirety. Partial terminations, e.g. for individual modules, apps or similar, are not permitted.

23.5 Ordinary termination is excluded during the fixed term of a contract. Any termination in accordance with section 627 of the German Civil Code (BGB) is also excluded.

23.6 The contract may be terminated by IPOINT without observing a notice period (special right of termination) if

i. an application is made to open insolvency proceedings against the customer's assets;

ii. proceedings have been instituted or a resolution has been passed in respect of the voluntary or other dissolution, liquidation or winding up of the customer (other than for the purposes of a solvent amalgamation or restructuring);

iii. in the event of a change of control at the customer. Change of control in this sense means that (i) either more than 50% of the customer's shares are held by a third party outside the customer's organization (e.g. through merger, takeover, transfer of assets, etc.), (ii) a third party acquires or takes over the voting rights or management of the customer's organization and is thus able to determine the customer's business; or (iii) the majority of the customer's shares or management or voting rights are transferred to another company within the customer's organization.

23.7 The right of either party to terminate the contract without notice for important reason shall be unaffected. Termination for compelling reason generally requires that the reason for termination has been notified in writing in advance, that the elimination of a disruption or the non-provision of a service has been requested within a reasonable period of time and that the extraordinary termination has been expressly threatened in writing.

23.8 A compelling reason for IPOINT exists in particular if the customer is in arrears with the payment of the current remuneration in an amount that corresponds to a quarter of the remuneration for the 12 months prior to the start of arrears and does not make payment within a period of four weeks following a written reminder from the customer that expressly refers to this legal consequence. Termination is excluded if the customer has raised objections or defenses against the outstanding remuneration, unless these are manifestly unjustified or appear to be an abuse of rights.

23.9 An entitled party may declare extraordinary termination or special termination within a period of six (6) weeks after becoming aware that all requirements have been met. This shall not affect any longer notice period for termination to be determined in accordance with statutory provisions. Upon exercise, the terminating party may specify an expiry period for the contract of up to six (6) months. In this respect, the recipient of the notice of termination waives the objection that the notice of termination is late or that the continuation of the contractual relationship beyond the set expiry period is reasonable.

23.10 Notice of termination must be given at least in text form.

24 Confidentiality and data protection

24.1 The parties undertake, for an unlimited period of time, not to disclose any confidential information of the other party that becomes accessible to them in connection with this contract. Insofar as the parties make separate provisions on confidentiality or data protection in an agreement or to a contract, these shall take precedence over the following provisions.

24.2 Confidential information is information that is either marked as proprietary or confidential or otherwise so identified, or information that is reasonably recognizable as confidential by the recipient with regards to the circumstances of its disclosure, including information that qualifies as a trade secret by general legal standards. In particular, the contents of this contract are confidential information.

24.3 The above duty of confidentiality shall not apply if and to the extent that the respective information (i) is publicly known or becomes publicly known through no fault of the recipient and without breach of this confidentiality obligation, (ii) is or becomes state of the art, (iii) is already known to the recipient at the time of transmission, (iv) was or is lawfully made known or accessible to the recipient by a third party, (v) must be disclosed due to statutory provisions or enforceable official orders or court decisions, whereby the other party must be informed in good time before the information is passed on to third parties.

24.4 Each party shall take reasonable precautions to safeguard the confidential information of the other party under applicable legislation. Each party shall only disclose confidential information of the other party to bodies, employees, consultants or subcontractors subject to this duty of confidentiality, to which the recipients shall then be subject accordingly.

24.5 The parties shall process personal data for which the other party is the controller or processor for a third party within the meaning of data protection law only in accordance with the applicable statutory provisions, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). In case of doubt, personal data must be treated as confidential information within the meaning of the above regulations.

24.6 Each party shall ensure the lawfulness of the other party's data processing operations associated with the performance of the contract for the personal data from its own sphere. In particular, the parties shall inform each other as to which processing operations may involve personal data, insofar as this is not obvious.

24.7 Each party assumes responsibility for compliance with all data protection information obligations, in particular under Art. 13 or 14 GDPR, towards data subjects from its own sphere of responsibility, in particular towards employees, for the processing of personal data by the other party for the execution of the contract.

24.8 Insofar as personal data is processed on behalf of the other party (Art. 28 GDPR), the parties shall conclude a separate order processing agreement in accordance with the general IPOINT template.

25 Changes to the regulations

IPOINT reserves the right to amend or supplement these GTC and regulations in the service descriptions. The same applies to the amount of the remuneration for the products and services, whereby the provisions of the price adjustment in accordance with section 13.13 apply with regard to the conditions and scope of the change in remuneration. IPOINT shall inform the customer prior to any change or addition. Amendments and supplements shall be deemed accepted by the customer unless the customer objects in text form within 6 weeks of notification. IPOINT shall inform the customer of the consequences of the customer's silence in the notification of the amendment or addition to these GTC. Should the user object to the changes or additions, either party may terminate this contract. IPOINT may also give notice of termination together with the notification. In the event of amendments or supplements to the GTC that are mandatory under applicable law or by court or official order, the aforementioned periods may also be shorter. This section 25 does not apply to adjustments or changes to IPOINT's services in continuing obligations that do not have a significant impact on the equivalence relationship. In particular, the provisions of these GTC regarding changes to the systems or changes to the services due to updates remain unaffected.

26 General

26.1 The contract provides a framework for an exchange of services and consideration. The parties do not wish to establish a joint company or any other corporate merger.

26.2 Except as permitted under applicable legal provisions , the customer may only assign claims from the contract to third parties with the prior written consent of IPOINT.

26.3 The customer may only assert a right of retention or offset counterclaims that are undisputed, have been confirmed by IPOINT or have been legally established or to which the customer is entitled within the scope of the warranty for defects.

26.4 Declarations in accordance with these GTC, as well as amendments and supplements to these GTC in accordance with section 25 must be made in text form (such as fax, e-mail), unless otherwise agreed.

26.5 German law shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods from 11 April 1980 (UN Sales Convention) and such provisions that may lead to the application of foreign law.

26.6 The exclusive place of jurisdiction for all disputes arising from and in connection with this contract is the registered office of IPOINT at the time of notice of pendency of action. This does not apply if a different exclusive place of jurisdiction is determined by law. In addition, IPOINT remains entitled to take legal action at the customer's general place of jurisdiction.

27 Annexes

The following annexes form an integral part of this GTC.

IPOINT’s Service Level Agreement (SLA)