



General Terms and Conditions of iPoint Inc.

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1 Definitions

The terms used in these General Terms and Conditions (“GTC”) or in documents governed by these GTC shall have the meaning assigned to them in the following table.

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, generative or agentic AI, 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.
Business Days	Unless otherwise specified, Business Days refers to the weekdays from Monday to Friday excluding public holidays in Germany.
Business hours	are 9:00 a.m. to 5:00 p.m. local time on Business Days.
Customized Software	means Software and individual programming services, including Documentation, which have been specially developed or designed for the customer or standard Software adapted more than insignificantly to the customer's requirements, including the individual configuration of standard Software.
Defect	refers to defects in workmanship, material and/or design, and non-conformity to applicable Specifications.
Deliverables	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. Deliverables also include all updates, changes or new versions of previous Deliverables, in particular if these are provided in the course of support and maintenance services (e.g. hotfixes, patches, updates, upgrades and new releases/versions).
Documentation	means operating instructions, user documentation, installation instructions, training materials, programming materials and other documents that explain the use of a Service or a Service result.



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Error	refers to all malfunctions or impairments of usability as well as defects and deviations of a service from the requirements.
Intellectual Property or IP	means patents, utility models, trademarks, service marks, designs, design rights, database rights, semiconductor topography rights, copyrights, 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.
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.
Locations	are all existing and future locations of the customer and any subsidiaries as well as any future companies affiliated with the customer in the United States, 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).
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 Code	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 as a condition of certain uses of that Software, including Software licensed pursuant to a license identified as an "open source license" by the Open Source Initiative (https://opensource.org/licenses).
Order	refers to all orders placed by a customer with IPOINT for the purchase of Services, as set forth in an Individual Contract. Objects of an "order" can be project contracts, purchase contracts, or orders for Services.
Service	refers to all activities performed by IPOINT that do not involve the purchase of goods.
Software	is the digital information, in any form, 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, and encompasses, but is not limited to, computer programs and applications, specifications, documentations, computer files, databases, utilities, interfaces, APIs, and libraries, each in any form (including Source Code, object code and other forms).
Source Code	means Software in the human-readable form of a programming language, including the necessary Documentation, which still requires a transmission or



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	processing operation in order to generate Object Code from it.
Specifications	means descriptions or other (technical) specifications, other requirements, forms, functions, services, capabilities and other details relating to the Services, including Service Descriptions.
Sphere	refers to places, rooms, natural persons or legal entities that are used, designated or otherwise utilized by one party in the execution of the Agreement and over which the other party 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.
Trade secret	<p>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.</p> <p>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.</p>
Training Data	means data used for the development, training, validation, testing or improvement of AI Models, including anonymized, pseudonymized and aggregated data.
Users	are the end users of services that the customer offers on the basis of IPOINT's Services. End Users in this sense may also be contractual partners of third parties to whom the customer provides services.
Warranty Claims	refers to claims to which the customer is entitled 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 Agreement or compensation for damages or expenses.

2 Contractual relationship

2.1 General, scope of application

2.1.1 This document contains the general terms and conditions under which iPoint Inc., located at 255 East Liberty Street, Suite 287, Ann Arbor, Michigan 48104, U.S.A. ("IPOINT") provides Services to its customers.

2.1.2 The subject of these GTC are all Services provided by IPOINT to customers. As set forth further in Section 2.2.1, Services may include, but not be limited to:

- License purchase: Provision of license to use standard Software for an unlimited period;
- Software rental: Provision of license to use standard Software for a limited period of time;
- Software as a Service (SaaS) services;



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- Configuration or setup of Software without modifying the Software code;
- Adaptation of Software or data interfaces with modification of 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 parties 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 Individual Contract(s) and these GTCs comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These GTC prevail over any of customer's general terms and conditions regardless of whether or when customer has submitted its sales confirmation or such terms.

2.2 Formation of contracts

2.2.1 The specific Services to be provided by IPOINT are 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 herein as an "Individual Contract").

2.2.2 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 response to a customer offer constitutes a modifying counteroffer insofar as IPOINT incorporates these GTC for the first time, IPOINT waives its right to require a formal acceptance of its counteroffer by customer.

2.2.3 In addition to Sec. 2.1.4, IPOINT does not recognize any provisions in the customer's purchase order or other document 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 in the knowledge of conflicting purchase order or other document 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 between the parties 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 (collectively, the "Agreement").



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- 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 Agreement between the parties 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. IPOINT 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.

3 Technical principles and general terms for 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 any applicable industry standards.
- 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 have these in place before using the Services. This shall not apply if IPOINT has confirmed the technical feasibility of the specific systems or the System Requirements of the customer.
- 3.3** IPOINT may communicate the System Requirements or system recommendations in individual cases, include them in the Service Description or make them available to customer on IPOINT's 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 IPOINT.
- 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 GTCs. It shall be the customer's responsibility to confirm whether the System Requirements or system recommendations have changed immediately before agreeing to (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 an Individual Contract or in the Service Descriptions, it shall be the sole responsibility of the customer to confirm and ensure compatibility if it deviates from IPOINT's recommendation as set forth above.
- 3.6** IPOINT shall be required to provide only the expressly and specifically agreed components of a product or the Services. 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. In case customer requires certain certifications or qualifications, the parties shall enter into an express agreement. If the customer wishes IPOINT to be certified by third parties that IPOINT does not already maintain, IPOINT will carry this out for a separate fee charged to the customer.
- 3.8** If IPOINT documents its own Services or Deliverables, this is done at its own discretion and



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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 required by IPOINT, even if these are known to IPOINT.

- 3.9 IPOINT is not obliged to review orders, supplies, specifications or cooperation from the customer for completeness, absence of ambiguity, compliance with other specifications or feasibility without express written agreement. If IPOINT nevertheless points out doubts, errors or omissions, this shall not be deemed to be a 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 fund special claims by the customer require an express written agreement. The customer is responsible for ensuring any remaining risks arising from the contractual relationship with IPOINT at its own expense.

4 Customer duties of cooperation

- 4.1 The customer shall support IPOINT to a reasonable extent in the provision of Services, 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 due course 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, authority and rights to make any necessary adjustments or changes to the customer's systems. All special restrictions of the customer for the activities of IPOINT or its employees on site (e.g. security guidelines, authorization concepts, restrictions for on-site activities, confidentiality agreements) must be submitted by the customer to IPOINT in due course, but no later than two (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 or other requirements apply to the customer's activities. It shall be the responsibility of the customer to advise of such special legal requirements for IPOINT's Services and Deliverables and, if necessary, to agree to appropriate specifications with IPOINT Individual



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Contracts; this applies in particular to confirming the permissibility of the intended use of IPOINT's Services and Deliverables 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 reference, 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 confirm the permissibility of the intended use of IPOINT's Services and Deliverables and their suitability for the intended use, in particular from an economic point of view. IPOINT will only carry out such confirmation services as an additional service if this has been expressly agreed upon for specific uses.
- 4.8** The customer must ensure from its vicarious employees, officers, representatives, and other agents to comply with the customer's obligations under this Agreement 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 intentional wrongdoing or gross negligence on its part. If the customer delays 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 any SaaS Services at its end are satisfied. These include, among others:
- i. Provision of a sufficiently fast internet connection along with all access devices and software, 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.
- 4.10.2** The customer is obliged to keep its access credentials (e.g., passwords) safe from unauthorized access by third parties. The customer must change its access credentials immediately if it becomes aware that third parties have or might have gotten access to its access credentials. The customer is also obliged to inform IPOINT immediately if there are indications that their access credentials for the SaaS Services or other IPOINT Software or Services has been, may be or is being accessed, obtained, or misused by third parties.
- 4.10.3** The customer shall promptly report any disruptions to the availability of the SaaS Services to IPOINT in writing. As far as possible, the customer shall provide details of the alleged disruption so that IPOINT can investigate the cause and extent of the disruption.
- 4.10.4** The customer is responsible for the suitability, accuracy, and legal compliance regarding 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.



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- 4.10.5** 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.
- 4.10.6** 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.
- 4.10.7** The customer shall not use AI Functions for purposes that are prohibited under Regulation (EU) 2024/1689 (the "AI Act") or other relevant provisions under applicable law, 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.
- 4.10.8** The customer shall inform IPOINT without undue delay in text form if it has any knowledge 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 writing prior to the delivery or Service in question, stating detailed and commercially reasonable 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, but time is not of the essence, 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 servicing the customer does not fulfil its obligations to cooperate or does not do so in due course;
 - 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 fails to meet a delivery date or a delivery period expressly agreed as binding (except as set forth in Sections 5.4. and 5.5), the customer must set IPOINT a reasonable grace period of at least four (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.



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

- 6.1** If the customer wishes to change an agreed Service after an Individual Contract for the Service has been entered into, it shall inform IPOINT of this as early as possible and in detail in writing as a change request. The customer shall use any forms or digital communication 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 or software 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 unnecessary expenditure if it continues its efforts to provide these Services, IPOINT may suspend work on the affected Services. IPOINT shall inform the customer accordingly. If the customer then expressly requests the continuation of the work, it shall bear the associated additional expenses and risks.
- 6.4** IPOINT shall estimate 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 (as defined below) 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, including but not limited to, 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).
- 7.2** IPOINT shall be entitled to use freelancers or subcontractors, unless there is a commercially reasonable 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 Agreement (including with regard to compliance with customer's obligations to cooperate), the customer alone shall be responsible for the management and control of the cooperation. The actions of and materials provided by the third party shall be attributed to the customer.



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8 Support and service level

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

9 Rights to Deliverables (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 Deliverables 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 and title of the Deliverable until full payment of the remuneration owed by the customer.

IPOINT shall not return or surrender any data carriers, objects or items handed over, even after the end of the Agreement 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 Deliverables for the purposes explicitly described in writing under any relevant agreement, this shall in case of doubt mean the simple, non-transferable right to use the Deliverables in the delivered form for the customer's own internal purposes.

9.4 Exclusive rights or rights to process Deliverables require an explicit agreement.

9.5 The customer shall not remove, delete, alter or obscure any copyright or other Intellectual Property or proprietary rights notices provided on or with the Deliverables, including any copy thereof.

10 Rights to Deliverables/data and IP of the customer

10.1 If the customer provides IPOINT with digital or physical objects, IPOINT may use such digital or physical objects without restriction 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 copyright ownership to data generated through the permitted use of its applications (e.g., reports, evaluations) ("result data"). If such result data is deemed copyright-protected, IPOINT grants the customer all necessary rights for unrestricted use



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- 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 Jointly Developed IP

- 11.1 If the cooperation between the parties results in the joint development of IP, the following provisions shall apply, unless otherwise agreed between the parties.
- 11.2 All jointly-developed IP derived from, developed using, or otherwise related to IPOINT's Services or IPOINT's Software ("Joint IP") and not specific to customer's business shall be owned exclusively by IPOINT. Customer agrees to assign and hereby does assign to IPOINT all such Joint IP. For any other jointly-developed IP the parties will negotiate in good faith regarding the ownership and use thereof.
- 11.3 The customer is entitled to request IPOINT to license the Joint 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 Joint IP. If the Joint IP is not generally licensed by IPOINT, the customer shall receive a simple right to use the Joint 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 Joint IP. IPOINT receives the exclusive rights to Joint IP and is entitled, but not obliged, to take action against third parties who



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use the Joint IP without authorization. IPOINT, in its sole discretion, also shall be entitled to make Joint IP generally available for use under a free license.

12 Special terms for the provision of Software and Software services

12.1 General

12.1.1 If IPOINT's Services include the provision of Software (e.g., providing on-premises Software, including apps) or Software Services (e.g., providing software as a service (SaaS) Services), 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 or the Documentation provided to all other customers is only owed if and insofar as this has been expressly agreed. Documentation in English is sufficient.

12.2 Features of Software

12.2.1 General

12.2.1.1 The agreed quality and features of the Software provided to customer, including Software Services, are provided in the Specifications, including the Service Descriptions. IPOINT shall not be responsible for any other properties or features of the Software not included in the Specifications. 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 and Software Services.

12.2.1.3 The customer shall not acquire any rights to the Source Code of Software and has no right to use, 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 and/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, or otherwise generate data or outputs, it is the customer's responsibility to check the suitability of the same for its own purposes, particularly with regard to the error tolerances for the identified, derived, or generated statements, forecasts, data, uses, or outputs.

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. Customer shall not input into the Software or Software Services, or transmit or input to IPOINT or IPOINT's Software Services any data or content in violation of the rights of any third party



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(including copyright) or in violation of any law or regulation.

- 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 obligated to determine the corresponding risks and to evaluate the measures taken with regard to those 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 human oversight or review. The final decision on whether to use or not to use an AI Result, as well as on all results 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, current, or fit for any particular purpose. In particular, IPOINT does not guarantee compliance with statutory, customer- or industry-specific requirements, local rules, best practices, 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 regarding 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 license and usage terms of those third parties shall apply additionally and with priority.

12.2.3 SaaS Services

- 12.2.3.1** In the case of SaaS Services, IPOINT's Services consists of providing access to the platform via which the customer can use the functionalities of the Software to the agreed upon extent. The



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customer shall not receive any other rights in or to the Software, other than to use the Software in accordance with this Agreement and any applicable Individual Contract. IPOINT's SaaS Services consists of providing access to the Software for use of its functionalities via means of remote communication, even if the installation of certain Software components necessary for the use of the SaaS Services occurs on the customer's hardware.

12.2.3.2 The provision of the SaaS Services takes place on IT Resources that IPOINT operates itself or leases. IPOINT provides 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 Services may also include a certain storage quota for operational data, as well as a specified number of Users (named Users or concurrent Users) or other limitation on use, the scopes of which are determined by the Individual Contract. If the storage quota, number of Users or other limitation on use is exceeded, the customer shall be obliged to pay for the additional storage space, users, or use in accordance with the current version of IPOINT's general price list.

12.2.3.4 Any client Software and access credentials required for customer to access and using the SaaS Services shall be provided to the customer in good time. All such client Software shall remain the sole and exclusive property of IPOINT and may only be used by customer in accordance with this Agreement and any applicable Individual Contract.

12.2.4 Further development of Software products / New Program Versions

12.2.4.1 IPOINT is entitled to modify, extend or adapt its 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 the responsibility of 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.

12.2.4.4 New Program Versions will 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 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.



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- 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 Agreement 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 in writing.
- 12.2.4.8 If Documentation is a 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 licensing of Software for use by the customer on its own hardware (e.g., on-premises Software, including apps), the following provisions shall apply in addition to the general provisions for Deliverables.
- 12.2.5.2 In the case of Software licensed to customer for an unlimited period or a specific period of time, without an express written agreement to the contrary, a simple right of use is granted in the runtime version for the agreed duration solely for the customer's internal purposes. This also applies to Customized Software. An Individual Contract may also specify further conditions or restrictions of use, such as the number of Users (named user or concurrent User), the number of installations or the performance of the installation systems. Without further agreement, installation on one computer system (one CPU) only and use via one workstation only 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. SaaS Services, etc.), the customer shall not receive any rights of use to the software itself or a copy of the Software. Only the intended use of the Software via the accesses granted by IPOINT to the extent specified in the Agreement is permitted.
- 12.2.5.4 The provision of Source Code, program libraries or software tools for standard Software or Customized Software always requires an express written agreement, to which only IPOINT's management is entitled to consent.
- 12.2.5.5 The customer is not permitted to modify, edit or create derivative works of the Software or Documentation, 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 transfer, disclose, provide access to, or pass on the Software or Documentation, in whole or in part, to a third party or to allow a third party to use or utilize the Software. In particular, the customer is not permitted to sublicense, distribute, publish, disclose, assign, sell, rent, lease or lend the Software or the Documentation. "Third parties" in this sense includes entities that are affiliated with the customer, including, but not limited to, any entity that, directly or indirectly, wholly or partially, controls, is controlled by, or is under common control with customer.
- 12.2.5.7 The customer shall be liable for the use of the Software by third parties in violation of this Agreement or an Individual Contract. This applies in particular to the use of separately remunerated Services.



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- 12.2.5.8** Insofar as the customer makes use of a legal right to make a backup copy of Software provided to customer, 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 this Agreement or in Individual 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 Agreement without notice in accordance with section 22.6 if the customer significantly exceeds its rights of use, permits the unauthorized use of the Software, violates the provisions of section 12.2.5.6, or if there is unauthorized use within the meaning of section 12.2.6. IPOINT must set the customer a reasonable grace period to cure the situation, insofar as cure is possible. A prohibition of use or blocking of use 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 Agreement 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 Agreement 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 Services or the subject of the granting of rights of use if expressly agreed in writing.
- 12.2.5.13** The customer's rights always relate only to the current Software version provided to the customer by IPOINT. With the provision of a new Software version, the right to use previous Software versions ends. As long as the customer is entitled not to install a new Software version, it remains entitled only to use the existing Software version.
- 12.2.5.14** The rights of use of the Software are limited to the term of the Agreement and applicable Individual Contract. The right of use ends at the latest at the end of the term of this Agreement, whether by expiration or termination. 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 Agreement shall be prohibited.
- 12.2.6.2** The customer must ensure that its use is legally compliant. In particular, the customer represents and warrants that the use of the data entered by it through the SaaS Services does not and will not violate data protection, unfair competition, criminal, copyright, trademark, patent, labor, right of privacy, or right of publicity laws or regulations, nor that it violates or will violate legal provisions for



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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 expenses and attorney's fees, insofar as third parties assert claims against IPOINT that data entered by the customer using IPOINT's SaaS Services infringes any third-party rights or otherwise violates any law or regulation.

12.2.6.4 The customer shall not be permitted to, and shall not (or attempt to):

- i. reverse engineer, decompile, reverse compile, reverse assemble, disassemble, decompile, or decode the Services or the Software (including the Software Services), otherwise attempt to derive or gain access to the Source Code of the Software (or any part thereof), and/or use the Services or the Software as a basis for the creation of its own software programs or software services;
- ii. carry out technical load and/or penetration tests on IPOINT's systems without consulting IPOINT;
- iii. use IPOINT's Services or Software 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 Descriptions, 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 any 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 Services.

12.2.7.3 Unless expressly excluded or otherwise agreed, the use of free licenses (e.g. Open Source Code) 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



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binding on 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 Agreement accordingly. If the contracting parties cannot agree on an alternative, the Agreement 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 Agreement until the next ordinary termination and the contracting party terminates the Agreement 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 to with the customer or otherwise at IPOINT's general rates and materials at IPOINT's general sales prices ("Time and Material"). The invoice interval for the time-based fee is the quarter of an hour. Daily rates apply to work performed for up to eight (8) hours per Business 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 Agreement or, in the case of continuing obligations, on the 3rd Business 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 considered and charged as working times.
- 13.8 All prices are subject to any applicable taxes, tariffs, duties, and charges of any kind imposed by any governmental authority to be paid by customer.
- 13.9 The customer shall raise objections to IPOINT's invoices within three (3) months of receipt. 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.
- 13.10 IPOINT may refuse to provide Services if it becomes apparent after execution of the Agreement that



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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.

- 13.11 In the event that the scope of use in accordance with section 12.2.5 is exceeded, IPOINT shall receive remuneration for such excess in accordance with the general price list or, alternatively, reasonable remuneration, as determined in IPOINT's sole discretion.
- 13.12 If the customer is in default of payment, in addition to all other remedies available under these GTCs or at law, 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. 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 six (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, 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 Agreement 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 Agreement 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 decrease, the customer may demand a price reduction corresponding to the decreasing costs. The customer may assert this claim within a period of six (6) weeks.

14 Taxes

- 14.1 All details of remuneration or prices in the Individual Contract are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by customer. Customer shall be responsible for all such charges, costs, and taxes. 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. 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, revenues, gross receipts, rental income or real or personal property or other assets 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 have been incorrectly treated, registered or classified by it for tax or social security purposes.



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15 Warranties; Performance interruptions

- 15.1 IPOINT warrants that, during the term of this Agreement and the applicable Individual Contract, the Services will materially conform to and perform in accordance with the Specifications and will be performed in a competent and workmanlike manner, in accordance with accepted industry standards and practices.
- 15.2 IPOINT warrants that, during the term of this Agreement or the applicable Individual Contract, the use of the Deliverables by the customer for the contractual purposes, in the intended manner, at the place of contractual use does not infringe any third-party Intellectual Property rights. The customer shall inform IPOINT immediately as soon as a third party claims that a Deliverable provided by IPOINT infringes its Intellectual Property 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. An alleged 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 GTCs or other contractual arrangement between the parties,
 - vi. assumptions from the Agreement regarding the customer's IT Resources or data or performance requirements from the customer's Sphere are not satisfied,
 - vii. if general framework conditions or terms of third parties change, such as 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), or
 - viii. in the case of third party infringement claims, (a) would not have occurred but for modifications or changes to the Deliverable in question by customer, (b) would not have occurred but for customer's failure to install all previously issued New Program Version, (c) arise solely out of customer's use of customer data, (d) would not have occurred but for the use of the Deliverable in a manner that is not in accordance with the Documentation, (e) would not have occurred but for the combination of non-IPOINT products or Software with the Deliverable, or (vii) would not have occurred but for any use of the Deliverable in violation of this Agreement.
- 15.4 In the event of a breach of the warranty of non-infringement that is not excluded under section 15.3, IPOINT shall, at IPOINT's option and expense: (i) replace or modify the infringing portion of the Deliverable with a Deliverable of equivalent features and functionality that avoids infringement; (ii) obtain a license for customer's continued use of the infringing portion of the Deliverable under the terms of this Agreement; or (iii) if IPOINT is unable to provide either (i) or (ii) above, terminate this Agreement or the Individual Contract as to the Deliverable.
- 15.5 The customer shall support IPOINT to a reasonable and necessary extent in the error analysis and



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rectification of Defects, in particular by describing Defects as specifically as possible, informing IPOINT comprehensively and providing access to the relevant Software or hardware as necessary for error analysis or rectification of Defects.

- 15.6 It shall be the responsibility of customer to check services immediately and to notify IPOINT of any Defects in writing.
- 15.7 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 or Service. In the event of defects of title, IPOINT shall provide the customer with an unencumbered 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 used 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.
- 15.8 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.
- 15.9 If IPOINT does not provide subsequent performance within a reasonable period of time, if subsequent performance fails (in case of doubt not before two (2) unsuccessful attempts at subsequent performance), is impossible or is unreasonable for the customer, the customer may (i) rescind the Agreement or reduce the remuneration appropriately, upon prior approval by IPOINT, and (ii) demand compensation for damages or expenses in line with other terms and within the limits of contractual liability.
- 15.10 Claims based on material Defects and defects of title can only be brought within one (1) year of receipt of the Services or product(s). Claims for repayment of the remuneration after rescission or reduction are barred after fifteen months. 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.
- 15.11 The above provisions do not apply to the customer's claims that are excluded from the scope of liability in section 16.1.
- 15.12 **DISCLAIMER OF WARRANTIES: EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 15, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED TO CUSTOMER "AS IS."** IPOINT MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THE SERVICES AND THEIR USE BY CUSTOMER (OR TO ANY OTHER GOODS OR SERVICES PROVIDED BY IPOINT TO CUSTOMER), INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, PERFORMANCE, ACCURACY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, EXCEPT TO THE EXTENT ANY WARRANTIES IMPLIED BY LAW CANNOT BE WAIVED. WITHOUT LIMITING THE FOREGOING, IPOINT DOES NOT WARRANT THAT: THE SERVICES WILL MEET THE NEEDS OF CUSTOMER; THE SERVICES, INCLUDING ANY



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APPLICABLE SOFTWARE, WILL BE OPERATE OR BE AVAILABLE FOR ACCESS AND USE IN AN UNINTERRUPTED OR ERROR-FREE MANNER; OR THAT ALL ERRORS BROUGHT TO THE ATTENTION OF IPOINT WILL BE CORRECTED.

16 Limitation of Liability

16.1 (a) IN NO EVENT SHALL IPOINT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT IPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL IPOINT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED AMOUNTS PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY.

(c) The limitation of liability set forth in Section 16.1(b) shall not apply to (i) liability resulting from IPOINT's gross negligence or willful misconduct and (ii) death or bodily injury resulting from IPOINT's acts or omissions.

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

16.3 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 Agreement was concluded is expressly excluded.

16.4 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.

16.5 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).

16.6 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.

16.7 For Services that require the use of components or services under the licenses of third parties, the liability restrictions of an applicable third party license shall also apply primarily and conclusively in favor of IPOINT for any liability related to the component or service licensed from the third party. Insofar as an applicable third party license does not address liability or does not limit IPOINT's liability to the same extent as this section, , this limitations on liability in this section shall apply.

16.8 IPOINT shall not be liable for damages arising from the customer or any third party within its Sphere



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using AI Results without the independent human oversight, 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.

- 16.9** The provisions of this section 16 shall apply respectively to claims by the customer against IPOINT's affiliates or employees.

17 Services and additional benefits

17.1 Subject of the Agreement and scope of application

- 17.1.1** 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.

17.2 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 due course.
- 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 parties may 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, the terms and conditions of this Agreement shall apply.
- 17.3.2** If IPOINT has materially 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 Agreement within a reasonable period of time at no additional cost to the customer, unless this is commercially unreasonable for the customer.
- 17.3.3** The customer shall inspect the services for conformity with the Agreement after they have been rendered and notify any disruption to services in writing within two (2) weeks of becoming aware of it. If notification is not made or is not made according to the above, the customer shall no longer be entitled to invoke the service disruption against IPOINT. Claims of the customer due to interruption of Service shall become time-barred one (1) year after such occurrence. Claims for repayment of the remuneration after rescission, which can also only be declared within the above limitation period. The provisions of this paragraph shall not apply in the event of deliberate breach or gross negligence.



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on the part of IPOINT, fraudulent concealment, personal injury or breach of a guarantee.

18 Contact persons, instructions, employees

- 18.1 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.
- 18.2 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.
- 18.3 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.

19 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, tariffs, fees and other charges incurred. In addition, the customer is also responsible for monitoring 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 in advance if IPOINT Services are to be used outside the country of the contractually agreed place of performance. IPOINT reserves the right to prohibit the use of, or access to, the Services in or from any country subject to embargoes, prohibitions or other sanctions under applicable law.

20 Change of party

- 20.1 The customer shall remain the contractual partner of IPOINT - in addition to any other contractual partner - even if customer attempts to transfer or assign the Agreement to a third party on the part of the customer. This shall not apply if the Agreement is transferred to a third party by written agreement between IPOINT and customer, which expressly stipulates that the customer is to withdraw from the contract. Assignment of this Agreement or rights under this Agreement by customer to a third party is not permitted unless approved in writing by IPOINT.
- 20.2 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 terminate. Agreements to the contrary shall be invalid unless they are made on the part of IPOINT with the consent of the executive board.



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- 20.3 If IPOINT requests the assignment of the Agreement 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.

21 Non-solicitation clause

- 21.1 During the term of this Agreement and for a period of 24 months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in the employ of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 22.1, and the hiring of any employee or independent contractor who freely responds thereto shall not be a breach of this Section 22.1.
- 21.2 If either party breaches Section 22.1, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker, or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

22 Term and termination

- 22.1 The Agreement begins with the execution of the Agreement in accordance with section 2.3, but no later than the start of use of the Services provided by IPOINT.
- 22.2 Unless otherwise specified in writing, Individual Contracts for the provision of temporary software (software rental), SaaS or services have an initial term of thirty-six (36) months. The Agreement 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.
- 22.3 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 Agreement shall also apply to these extensions.
- 22.4 The Agreement can only be terminated in its entirety. Partial terminations, e.g. for individual modules, apps or similar, are not permitted.
- 22.5 The Agreement 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



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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.

- 22.6 The right of either party to terminate the Agreement without notice for cause shall be unaffected. Termination for cause 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 termination has been expressly threatened in writing.
- 22.7 A compelling reason for termination for IPOINT under Section 23.6 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 (4) weeks following a written reminder from the customer that expressly refers to this legal consequence. Termination is excluded if the customer has raised good faith objections or defenses against the outstanding remuneration, unless these are manifestly unjustified or appear to be an abuse of rights.
- 22.8 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 Agreement of up to six (6) months after discovery. 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.
- 22.9 Notice of termination must be given in writing.

23 Confidentiality and data protection

- 23.1 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 Agreement. 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.
- 23.2 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 or that is a trade secret under applicable law under applicable laws. In particular, IPOINT's Software and the Documentation are the confidential information of IPOINT.
- 23.3 The above duty of confidentiality shall not apply if and to the extent that the respective information (i) is or becomes available to the public through no fault of the recipient and without breach of this confidentiality obligation, (ii) is already known to the recipient at the time of transmission, or (iii) was or is lawfully made known or accessible to the recipient, on a non-confidential basis, by a third party having no duty of confidentiality to the disclosing party with respect to that information.
- 23.4 Each party shall take reasonable precautions to safeguard the confidential information of the other



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party, and must take at the very least reasonable care, the measures required under applicable laws, and no less care than it does in connection with its own confidential information of like kind. 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. The recipient may disclose confidential information of the other party when required by law or enforceable official orders or court decisions, provided that the other party must be informed in good time before the information is passed on to third parties so that the other party may seek to prevent or limit the disclosure of the information.

- 23.5 The parties shall process personal data in accordance with applicable laws. Personal data must be treated as confidential information within the meaning of the above terms.
- 23.6 Each party shall ensure the lawfulness of the other party's data processing operations associated with the performance of the Agreement 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.
- 23.7 Each party assumes responsibility for compliance with all applicable data protection information obligations, 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.
- 23.8 Insofar as personal data is processed on behalf of the other party and as required under applicable laws, the parties shall conclude a separate order processing agreement in accordance with the general IPOINT template.

24 Changes to the terms

IPOINT reserves the right to amend or supplement these GTC and requirements 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 writing within 6 weeks of notification. 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.

25 General

- 25.1 The contract provides a framework for an exchange of services and consideration. The parties are independent contractors and do not wish to establish a joint venture, partnership or any other corporate merger or relationship.
- 25.2 The customer may only assign claims from the Agreement to third parties with the prior written



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consent of IPOINT.

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

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

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

26 Annexes

The following annexes form an integral part of this GTC.

IPOINT's Service Level Agreement (SLA)