

GENERAL TERMS AND CONDITIONS

Version 2025-09-30

These General Terms and Conditions (“**GTC**”) form the basis on which Silitics GmbH (“**Supplier**”) provides Consulting Services, Managed Services, and/or Licensed Software (collectively “**Offerings**”) to its customers (“**Customer**”). By placing an order, purchasing Offerings, or using Offerings, Customer agrees to the GTC. The GTC apply in addition to any individual agreements; in case of conflicts, the provisions of individual agreements prevail. Any general terms and conditions Customer may use shall not apply unless Supplier has expressly accepted them in writing.

1 DEFINITIONS / INTERPRETATION

The following terms shall bear the meanings set out below:

- 1.1 “**Contract**” means an agreement between Supplier and Customer under which Supplier provides Consulting Services, Managed Services, and/or Licensed Software (collectively “**Offerings**”) to Customer.
- 1.2 “**Parties**” refers to the parties of the Contract collectively.
- 1.3 “**Party**” refers to an individual party of the Contract.
- 1.4 “**Supplier**” refers to Silitics GmbH, In der Plattenhecke 29, 63322 Rödermark, Germany, registered under the number HRB 54087 in the register of Amtsgericht Offenbach am Main.
- 1.5 “**Customer**” refers to the Party purchasing and/or using Offerings from Supplier.
- 1.6 “**Representatives**” means without limitation directors, officers, employees, or agents of a Party.
- 1.7 “**Affiliates**” means entities that control, are controlled by, or are under common control with a Party.
- 1.8 “**Effective Date**” means the date the Contract comes into force and effect.
- 1.9 “**EUR**” refers to the lawful currency of the participating states of the European Monetary Union.
- 1.10 “**Payment Terms**” has the meaning set out in the Contract (if any).
- 1.11 “**Invoicing Terms**” has the meaning set out in the Contract (if any).
- 1.12 “**Standard Hourly Rate**” means the rate specified in the Contract or otherwise agreed between Supplier and Customer based on which Supplier renders Consulting Services.
- 1.13 “**Service Request**” means a written or electronic request by Customer to render certain Consulting Services.
- 1.14 “**SoW**” (Statement of Work) means a written description of Consulting Services to be rendered.
- 1.15 “**Consulting Services**” means ad-hoc information technology services performed by Supplier’s personnel or subcontractors based on an accepted Service Request or a mutually agreed SoW.
- 1.16 “**Managed Services**” means the continuous and proactive provisioning, operation, and maintenance of information technology assets, including software services, for or on behalf of Customer.
- 1.17 “**Licensed Software**” means software licensed by Supplier to Customer as set out in the Contract (if any).
- 1.18 “**Service Commencement Date**” means a date specified in the Contract or communicated by Supplier to Customer on which some or all of the Managed Services will be ready for use.
- 1.19 “**License**” means the rights granted to Customer in relation to the Licensed Software (if any).
- 1.20 “**Service Results**” means tangible results or service deliverables which are created by Supplier or Supplier’s subcontractors while rendering Consulting Services for Customer.
- 1.21 “**Time-Based Services**” means Consulting Services where compensation is based solely on the time spent rendering the services, typically billed at an agreed rate. Time-Based Services are not tied to the delivery of any specific Service Results, deliverable, or outcome.
- 1.22 “**Charges**” means the fees and expenses which are to be paid by Customer to Supplier in connection to any Offerings provided, whether in full or in part.
- 1.23 “**Third-Party IP**” means any intellectual property rights owned by a third party.
- 1.24 “**Supplier IP**” means any intellectual property rights that (i) are owned by Supplier or are exclusively licensed by the respective owner to Supplier with the right to sublicense without any restrictions and that (ii) have not been established while rendering Consulting Services under the Contract.
- 1.25 “**Preexisting IP**” means any intellectual property that is Third-Party IP or Supplier IP.

- 1.26 **“Services IP”** means any intellectual property in or arising out of Service Results that is not Preexisting IP.
- 1.27 **“SLA”** (Service Level Agreement) means an agreed level of service as per the Contract (if any).
- 1.28 **“Service Credits”** means any sums specified in an SLA (if any) that shall be credited to Customer’s account in the event that Supplier fails to meet the applicable service levels set out in the SLA.
- 1.29 **“Business Day”** means any day other than a Saturday, Sunday, or public holiday officially observed in the city of Frankfurt am Main, Germany.
- 1.30 **“Confidential Information”** means any and all information that (i) was disclosed in connection with the Contract and during the term of the Contract in oral, written, electronic, or other form by one Party (in that capacity referred to as the **“Disclosing Party”**) or its Representatives to the other Party (in that capacity referred to as the **“Receiving Party”**) or its Representatives and (ii) that was designated to be confidential by the Disclosing Party or may reasonably be assumed to be confidential.
- 1.31 **“Force Majeure”** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances. Examples of Force Majeure include war, strikes, riots, expropriations, cardinal changes to the law, fire, storm, flood and other natural disasters, denial of service attacks, cybercrimes or malware caused by a third party, failure of utilities and any act or condition whatsoever beyond the reasonable control of the Party so affected. Force Majeure shall not include (i) insufficiency of funds or failure to make any payment, (ii) any event which is caused by the negligence or willful action of a Party or such Party’s Representatives, nor (iii) any event which a diligent Party could reasonably have been expected to take into account at the time of the execution of the Contract or avoid or overcome in the carrying out of its obligations thereunder.
- 1.32 Unless explicitly stated otherwise, any reference to **“writing”** or **“written”** shall include email.

2 CONTRACT FORMATION

- 2.1 If not already concluded in some other way, the Contract is concluded no later than when Supplier accepts Customer’s order, Service Request, or other request for Offerings. Such acceptance is at the sole discretion of Supplier and may occur in writing, electronically, or implicitly by providing the Offerings.
- 2.2 The GTC shall form part of every Contract and are deemed accepted by Customer upon placing an order, submitting a Service Request, or using any Offerings provided by Supplier.
- 2.3 Unless explicitly designated by Supplier in writing as a binding offer, any quotation, cost estimate, or time estimate given by Supplier, whether orally, in writing, or otherwise, shall not constitute an offer, shall not be binding, and may be withdrawn by Supplier at any time and without any reason whatsoever.
- 2.4 Unless explicitly stated otherwise in writing, any binding offer shall be valid for at most 30 days.

3 SERVICE REQUESTS

- 3.1 A Service Request shall constitute a binding offer by Customer to purchase certain Consulting Services.
- 3.2 Customer agrees that any written communication, regardless of form, by Customer or its Representatives explicitly requesting Supplier or its Representatives to render specific Consulting Services may be construed as a Service Request. However, any discussion of potential services to be rendered, or the mere proposal, consideration, or contemplation of such services, shall not constitute a Service Request.
- 3.3 While a Service Request may be issued in informal form, the Parties may mutually agree from time to time to use a specific written form. The use of any such specific form shall be optional, and other Service Requests in any other form meeting the requirements set out above shall remain valid and binding.

4 CHARGES / PAYMENT / TAXES

- 4.1 Customer agrees to pay the Charges in connection (i) to Consulting Services rendered in full or in part and (ii) to any Offerings provided, as well as (iii) any additional Charges as per the Contract and the GTC.
- 4.2 Customer will reimburse Supplier for any and all additional expenses, including without limitation materials, equipment, travel expenses, hotel costs, subsistence or other similar expenses, provided that they have been approved in writing by Customer or any of its Representatives.
- 4.3 Supplier shall be entitled to invoice Customer as per the Invoicing Terms. If no Invoicing Terms have been specified in the Contract, Supplier shall be entitled to invoice Customer monthly in arrears.
- 4.4 Any invoices shall be in EUR.

- 4.5 Customer will pay undisputed Charges by electronic transfer or by any other payment mechanism as may be reasonably required by Supplier from time to time.
- 4.6 Customer will pay undisputed Charges as per the Payment Terms. If no Payment Terms have been specified, payment is due within 15 days following the invoice date.
- 4.7 Customer will notify Supplier of any disputed Charges within 30 days following the invoice date. If no such notice is provided within this period, the invoice is deemed accepted.
- 4.8 The Charges and any rates or fees are exclusive of value added tax (VAT) or any similar tax, levy, impost, duty, charge, or fee. Customer shall pay any such applicable sums in addition to the Charges or other payments at the rate and in the manner prescribed by law from time to time.
- 4.9 The Charges shall be paid by Customer free and clear of any deduction or withholding for or on account of tax, import tariff, or transaction fees. Customer shall, when making the payment to which such withholding or deduction applies, pay Supplier such additional amount to ensure that Supplier receives the same total amount that Supplier would have received if no such deduction or withholding had applied.

5 INTELLECTUAL PROPERTY

- 5.1 Supplier shall retain all right, title, and interest in and arising out of Supplier IP and nothing in the GTC or the Contract shall be construed as granting, conferring, or assigning any rights to Customer except those that are expressly granted in the GTC or the Contract.
- 5.2 Unless explicitly agreed otherwise in the Contract, Services IP shall remain the sole property of Supplier and Customer shall be granted a non-exclusive, worldwide, perpetual, irrevocable, and fully paid-up right and license to use, reproduce, distribute, disclose, publish, sublicense, modify, and create derivative works based on Services IP, without any restrictions whatsoever.
- 5.3 If Customer provides any suggestions, feedback, or improvements (collectively “**Feedback**”) regarding the Offerings, such Feedback shall be the property of Supplier, and it shall have the unrestricted right to use such Feedback for any purpose whatsoever and without any compensation to Customer.
- 5.4 Customer acknowledges that Supplier IP and any materials incorporating Supplier IP are valuable proprietary assets of Supplier. With respect to any such materials, Customer warrants and undertakes that it will:
 - 5.4.1 use, distribute, or sublicense the materials solely as expressly permitted by the Contract;
 - 5.4.2 not modify, reverse engineer, decompile, or otherwise attempt to derive the underlying structure or source code of the materials, except as expressly permitted by the Contract;
 - 5.4.3 implement and maintain all reasonable technical and organizational measures to prevent unauthorized access to, use of, or misappropriation of the materials;
 - 5.4.4 promptly notify Supplier of any actual or suspected unauthorized access to or use of the materials and reasonably cooperate with the Supplier in investigating and remedying such incidents.
- 5.5 The Offerings may contain or be provided with third-party components, which are subject to their own respective license terms and conditions. Such terms and conditions shall prevail with respect to those components and Customer shall be solely responsible for complying with them.

6 CONSULTING SERVICES

If Supplier provides Consulting Services, the following shall apply:

- 6.1 Unless explicitly agreed otherwise in writing, Supplier will have exclusive control over the manner and means of rendering Consulting Services, including without limitation the choice of place and time.
- 6.2 Unless explicitly agreed otherwise in the Contract, Consulting Services shall be Time-Based Services with Supplier's obligation limited to performing the services in accordance with Customer's Service Request(s) or any applicable SoW, but without any guarantee of a particular outcome or final Service Results.
- 6.3 Unless explicitly agreed otherwise in writing, the following shall apply:
 - 6.3.1 any amount of time for services to be rendered specified in a Service Request, SoW, or offer shall serve solely as a non-binding estimate for planning purposes;
 - 6.3.2 Charges shall be based exclusively on the actual time spent rendering the services;
 - 6.3.3 the actual time spend shall be billed at the Standard Hourly Rate;
 - 6.3.4 Supplier shall not be obliged to complete the services within the estimated time, nor entitled to bill the estimated time if the services take less time than estimated.

- 6.4 At Customer's request, Supplier will make available accurate records of the work performed and Consulting Services rendered that are sufficient to substantiate any invoiced Charges provided that such request is received by Supplier within 30 days following the date of the invoice.
- 6.5 To the extent that any Consulting Services rendered take longer than would otherwise have been the case as a consequence of Customer's failure to comply with any prerequisites or other requirements agreed upon in writing, Supplier shall be entitled to charge for such additional time the rate specified in the Contract, Service Request, or SoW, but at least the Standard Hourly Rate.
- 6.6 Customer shall review any Service Results provided by Supplier and notify Supplier in writing of any material issues or deviations from agreed specifications within 30 days of delivery. If no such notice is provided, the Service Results shall be deemed accepted. Deemed acceptance shall not prejudice Customer's rights under any warranties explicitly granted in the GTC, the Contract, or under applicable law.

7 PREEXISTING IP

If Supplier provides Consulting Services, the following shall apply:

- 7.1 Customer agrees that Supplier may incorporate Preexisting IP in Service Results.
- 7.2 Customer understands that the incorporation of Preexisting IP in Service Results may reduce the cost and time required to achieve certain results and deliverables and thus expressly requests Supplier to make use of such Preexisting IP. Unless explicitly stated otherwise and subject to Cause 7.3, any estimates or timelines provided by Supplier may assume that Preexisting IP will be incorporated in Service Results.
- 7.3 Supplier warrants that it will only incorporate Preexisting IP in Service Results in so far as such incorporation is intended to serve Customer's needs and objectives as understood or reasonably should be understood by Supplier based on Customer's Service Request(s) and any applicable SoW.
- 7.4 Supplier warrants that it will indicate to Customer any use or incorporation of Preexisting IP in Service Results. Notwithstanding any other provisions, any notice required under the foregoing may be given as part of Service Results such as (without limitation) comments in computer code, license files, or any files specifying or describing Preexisting IP for use or inclusion in Service Results.
- 7.5 The Parties expressly agree that Third-Party IP is provided by third parties outside the scope of the Contract. Customer's use of Third-Party IP incorporated in Service Results, and thus any use of Service Results, shall be conditional upon compliance with the license terms and conditions of the relevant Third-Party IP owners or licensors and Customer shall be solely responsible for complying with such terms and conditions.
- 7.6 Unless explicitly stated otherwise in the Contract, nothing contained in the GTC and the Contract shall be construed as obliging Supplier to incorporate any Supplier IP in Service Results.
- 7.7 If Supplier elects to incorporate any Supplier IP in Service Results, and unless otherwise stated in writing to Customer, Supplier hereby grants to Customer a limited, worldwide, perpetual, non-exclusive, paid-up right and license to use, copy, reproduce, distribute, disclose, publish, sublicense, modify, and create derivative works of such Supplier IP incorporated in Service Results, but only to the extent as is reasonably required for usage of Service Results to receive the contractual benefit of the Contract. These rights are granted without any claim for additional compensation beyond the Charges.
- 7.8 Clause 7.7 shall not apply to any Supplier IP that is publicly available at the time of use or incorporation in Service Results under any license that would grant Customer, free of charge, the same or more rights as specified in Clause 7.7, including but not limited to typical permissive open-source licenses. In that case, Customer is granted similar rights but in accordance and subject to the terms and conditions of any such license (at Customer's opinion if there are multiple) under which Supplier made the respective Supplier IP publicly available. The Parties expressly agree that such Supplier IP is provided by Supplier outside the scope of the Contract. Customer acknowledges that such Supplier IP is made available free of charge to the public and Customer and thus comes without any warranties, express or implied, and without any liability except for intentional act and gross negligence or in cases of mandatory product liability.

8 MANAGED SERVICES

If Supplier provides Managed Services, the following shall apply:

- 8.1 From time to time, Supplier may carry out maintenance activities ("**Maintenance**"), including activities that may result in temporary disruption of the Managed Services. Maintenance shall be either:
 - 8.1.1 **Planned Maintenance**, which is announced to Customer five Business Days in advance; or

- 8.1.2 **Emergency Maintenance**, which may be performed at any time without prior notice to Customer if Supplier reasonably determines that continued operation may pose an immediate risk to Supplier's or Customer's infrastructure, systems, information security, or data.
- 8.2 Supplier shall use reasonable efforts to minimize disruption during Maintenance.
- 8.3 Supplier may carry out regular operational activities at any time and without prior notice, provided that such activities are not reasonably expected to cause material disruptions of the Managed Services.
- 8.4 Supplier may modify the Managed Services at any time, provided that such modifications do not materially reduce the essential functionality expressly agreed in the Contract.
- 8.5 Customer warrants and undertakes that it will:
 - 8.5.1 take all necessary measures to ensure that its use of the Managed Services, and its infrastructure, systems, and processes, do not cause any disruption to the Managed Services;
 - 8.5.2 promptly resolve any issues caused by its usage, infrastructure, or systems;
 - 8.5.3 promptly notify Supplier of any issues or potential issues with Managed Services;
 - 8.5.4 timely adapt its own infrastructure, systems, and processes where required for compatibility with any modifications of the Managed Services under Clause 8.4;
 - 8.5.5 respond within 8 Business Days to any inquiries or issues raised by Supplier, unless earlier response is reasonably required to safeguard the Managed Services;
 - 8.5.6 cooperate with Supplier in the resolution of any issues, including granting Supplier the necessary access (physical or remote) to Customer's systems where reasonably required;
 - 8.5.7 use the Managed Services only in accordance with the specifications and instructions provided by Supplier as well as in accordance with good industry practices;
 - 8.5.8 implement and maintain appropriate technical and organizational measures to protect user credentials and access to the Managed Services against unauthorized use and misappropriation, whether by its own personnel or third parties.
- 8.6 Customer shall be responsible for all activities under its accounts, whether authorized by Customer or not.
- 8.7 Unless expressly agreed otherwise in the Contract, Supplier does not guarantee uninterrupted availability of the Managed Services. If the Contract includes an SLA, Supplier shall not be responsible for any unavailability or issues caused by Customer's infrastructure, systems, or non-compliance with Clause 8.5.
- 8.8 Supplier grants Customer, for the term of the Contract, a non-exclusive, non-transferable, non-sublicensable right to access and use the Managed Services, including the Supplier IP provided as a service, in accordance with the Contract and to the extent necessary to receive the contractual benefit.
- 8.9 Unless expressly agreed otherwise in the Contract, billing starts at the Service Commencement Date.
- 8.10 Supplier may suspend Managed Services in whole or in part in accordance with Section 10.

9 LICENSED SOFTWARE

If Supplier provides Licensed Software under the Contract, the following shall apply:

- 9.1 Supplier has the right to modify the Licensed Software at any time, provided that the modification does not materially reduce the essential functionality agreed in the Contract. Where modifications are required for security, compliance, or interoperability, Customer shall implement and deploy such modifications without undue delay within their own infrastructure and application environment.

10 SUSPENSION

- 10.1 Supplier shall be entitled to suspend the provisioning of Offerings, either in whole or in part, with immediate effect and without liability and regardless of any effective SLAs, if:
 - 10.1.1 Customer fails to pay any undisputed Charges when due and such failure continues for more than 15 days following written notice;
 - 10.1.2 Customer materially breaches any of its obligations under the Contract, including without limitation any prerequisites or cooperation duties necessary for Supplier to provide the Offerings, and fail to cure such breach within a reasonable period after written notice;

- 10.1.3 Supplier reasonably determines that the continued provisioning of Offerings poses a material risk to Supplier's or Customer's infrastructure, systems, or information security, or violates applicable laws or third-party rights.
- 10.2 During any period of suspension, Supplier shall have no obligation to provide Offerings, and Customer shall remain responsible for payment of any Charges incurred up to the effective date of suspension and for any ongoing costs that continue to accrue under fixed-term commitments. Supplier shall resume provisioning of the suspended Offerings as soon as reasonably practicable following resolution of the relevant issue and subject to mutually agreed conditions, if necessary.
- 10.3 Suspension shall not be deemed termination of the Contract.

11 SERVICE LEVEL AGREEMENTS

If the Contract includes Offerings subject to an SLA, the following shall apply:

- 11.1 Without prejudice to Section 22 (Liability Limitations), where an SLA provides for the issuance of Service Credits in the event that Supplier fails to meet specified service levels, such Service Credits shall constitute Customer's sole and exclusive remedy, and Supplier's entire liability, with respect to the performance, availability, or continuity of the Offerings governed by the relevant SLA.
- 11.2 Service Credits shall be applied only as a credit against future invoices issued by Supplier and shall not entitle Customer to a cash refund. Further, Service Credits shall not be offset against fees or applied to any Offering other than the one governed by the relevant SLA.
- 11.3 The aggregate amount of Service Credits granted for any billing period shall not exceed 80 % of the Charges payable by Customer for that billing period.
- 11.4 Supplier shall not be responsible or liable for any failure to meet an SLA where such failure is caused, directly or indirectly, by circumstances beyond Supplier's reasonable control, including but not limited to:
 - 11.4.1 Customer's failure to comply with any obligations, prerequisites, requirements, recommendations, or specifications set out in the GTC, the Contract, or otherwise provided by Supplier;
 - 11.4.2 Customer's failure to provide timely, accurate, and sufficient information and assistance as may be reasonably require by Supplier to address the issue;
 - 11.4.3 the failure or unavailability of any third-party services, utilities, infrastructure, or equipment outside Supplier's ownership or control;
 - 11.4.4 Force Majeure.
- 11.5 To be eligible to receive Service Credits or other remedies under an SLA, Customer must:
 - 11.5.1 promptly notify Supplier of any issues or potential issues that may result in non-compliance with the SLA;
 - 11.5.2 submit written notice of the actual failure to meet the applicable service levels without undue delay after the failure occurred;
 - 11.5.3 provide all information, logs, documentation, or other materials reasonably requested by Supplier to substantiate the claim of SLA failure.
- 11.6 Failure to meet the prerequisites specified in Clause 11.5 above shall result in a waiver of Customer's claim to Service Credits and any other remedies related to such failure.

12 WARRENTIES / CUSTOMER OBLIGATIONS

- 12.1 Customer warrants that it will:
 - 12.1.1 ensure that any documents submitted to Supplier are complete and accurate;
 - 12.1.2 verify that any assumptions stated in the Contract, any Service Request(s) submitted to Supplier, and any SoW, are accurate and any estimates contained therein are appropriate;
 - 12.1.3 meet any prerequisites and requirements agreed upon in writing;
 - 12.1.4 obtain and maintain all licenses, permissions, and consents that are not within Supplier's express responsibility, and which may be required to use Service Results and/or Offerings;
 - 12.1.5 use Service Results and/or Offerings in accordance with good industry practices.
- 12.2 Supplier warrants that:

- 12.2.1 any services performed under the Contract will be carried out by appropriately experienced, qualified and trained personnel with appropriate skill, care and diligence in a professional manner and in accordance with good industry practice and all applicable laws;
- 12.2.2 Supplier has the right and unrestricted ability to assign or license any intellectual property assigned or licensed to Customer under the Contract;
- 12.2.3 Supplier will use reasonable endeavors to ensure that Service Results and Offerings are free from defects and meet the applicable specifications and requirements, but Customer acknowledges that Service Results and Offerings may concern complex IT solutions that cannot be guaranteed to operate uninterrupted or error-free and Supplier makes no warranty that they will be free from any defects or will always function without interruption or errors, except to the extent explicitly specified in the Contract as part of an SLA (if any);
- 12.2.4 Supplier will use reasonable endeavors to meet any performance and delivery dates, but any such dates shall not be binding unless explicitly stated otherwise.
- 12.3 Each Party warrants that it has taken and will continue to take all reasonable steps, in accordance with good industry practice, to prevent the introduction, creation, or propagation of any disruptive element (including without limitation any virus, worm, or trojan) onto any equipment operated by the other Party.
- 12.4 Each Party warrants that it will undertake all reasonable efforts to support and promote the achievement of the purposes of the Contract. This includes without limitation:
 - 12.4.1 maintaining of good and professional communication at all times;
 - 12.4.2 cooperating with the other Party to fulfil the other Party's obligations under the Contract;
 - 12.4.3 notifying the other Party of any actual or potential issues or problems in a timely manner;
 - 12.4.4 acting in good faith;
 - 12.4.5 taking any necessary actions to ensure the success and fulfillment of the contractual objectives.

13 MUTUAL INDEMNITIES

- 13.1 Customer agrees to indemnify and hold Supplier harmless from and against any and all damages, costs, losses, liabilities, demands, and expenses or other liability arising from
 - 13.1.1 any claim relating to a breach by Customer of the Contract.
- 13.2 Supplier agrees to indemnify and hold Customer harmless from and against any and all damages, costs, losses, liabilities, demands, and expenses or other liability arising from
 - 13.2.1 any claim that services rendered by Supplier infringe upon Third-Party IP;
 - 13.2.2 any Offerings provided by Supplier infringe upon Third-Party IP;
 - 13.2.3 any claim relating to a breach by Supplier of the Contract.
- 13.3 Without prejudice to Section 22 (Liability Limitations), Supplier's total liability under the indemnities set out in Clause 13.2 above shall, in aggregate, not exceed an amount twice the total Charges paid by Customer to Supplier under the Contract during the twelve months preceding the event giving rise to the indemnity claim.
- 13.4 To profit from any of the foregoing indemnities, the indemnified Party must:
 - 13.4.1 provide the indemnifying Party and its advisers reasonable access to the indemnified Party's personnel and all relevant assets, accounts, documents and records that it possesses or controls (with the right to take copies) for the purposes of investigating the matter;
 - 13.4.2 allow the indemnifying party (at its request) to use its chosen advisers and to have exclusive conduct of the proceedings;
 - 13.4.3 make no admission of liability or any other statement in respect of or to settle the matter without obtaining the indemnifying party's prior written consent provided that such consent is not unreasonably withheld or delayed;
 - 13.4.4 promptly take any action and give any information and assistance as the indemnifying party may reasonably request to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter or enforce against a third party the indemnified party's rights in relation to the matter.
- 13.5 If Supplier determines that Offerings provided under the Contract or any part of Service Results are or are likely to be subject to a claim of infringement, Supplier shall have the right, at Supplier's own expense and sole discretion:

- 13.5.1 to modify any part of Service Results or Offerings to cure any potential infringement provided that the modification does not materially reduce the essential functionality agreed in the Contract;
- 13.5.2 to procure the necessary rights for Customer;
- 13.5.3 to require Customer to return or destroy the affected Service Results or Offerings or any affected parts thereof provided that Supplier refunds any Charges paid in connection therewith.

14 CONFIDENTIALITY OBLIGATIONS

The Parties may mutually exchange Confidential Information in relation to the performance of the Contract. Subject to Section 15 (Confidentiality Exemptions) and notwithstanding any termination or expiration of the Contract:

- 14.1 The Receiving Party agrees to hold in strict confidence and to not disclose to any third party either in whole or in part any of the Disclosing Party's Confidential Information, except with the prior written consent of the Disclosing Party. Affiliates and subcontractors of the Receiving Party shall not be considered a third party.
- 14.2 The Receiving Party agrees to not access, run, use, copy, reproduce, adapt, modify or interface the Disclosing Party's Confidential Information or circulate such Confidential Information within its organization, except solely to the extent that is required in relation to the performance of the Contract (on a "need to know" basis) or any other purpose the Disclosing Party may hereafter expressly authorize in writing.
- 14.3 The Receiving Party agrees to limit access to the Disclosing Party's Confidential Information to only those of its Representatives, Affiliates, and subcontractors who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein.
- 14.4 The Receiving Party agrees to protect the Disclosing Party's Confidential Information in like manner to its own Confidential Information, but, in any case, not less than to a reasonable standard of care, and to take all necessary precautions to effect and maintain adequate security measures to safeguard such Confidential Information from unauthorized access, use, copying, reproduction, and misappropriation.
- 14.5 The Receiving Party agrees that it will not modify, reverse engineer, disassemble, decompile, or create other works from any prototypes, software or other tangible objects that embody the Disclosing Party's Confidential Information and that are provided to the Receiving Party under the Contract.
- 14.6 The Receiving Party agrees that it will not disclose, upload, transmit, export or otherwise make available the Disclosing Party's Confidential Information to any training, self-improving, machine-learning software, algorithms, hardware, or other artificial intelligence tools or aids of any kind.
- 14.7 The Receiving Party agrees to bring to the immediate attention of the Disclosing Party any known or suspected breaches of its obligations under this Section by it or any of its Representatives, Affiliates, or subcontractors.
- 14.8 Upon termination or expiration of the Contract, or upon written request by the Disclosing Party, the Receiving Party agrees to promptly return to the Disclosing Party or destroy (with written certification of destruction, upon request) all documents and other tangible materials representing the Disclosing Party's Confidential Information and all copies and summaries thereof and notes related thereto. The foregoing obligation does not apply to routinely made backup copies and to Confidential Information and copies thereof that the Receiving Party is required to store pursuant to applicable laws. These copies and retained Confidential Information will continue to be governed, however, by the Contract.

15 CONFIDENTIALITY EXEMPTIONS

The confidentiality obligations prescribed in Section 14 above shall not apply:

- 15.1 to any portion of the Confidential Information where the Receiving Party can demonstrate with documentary evidence that such portion of the Confidential Information:
 - 15.1.1 is or has become publicly known through no fault of the Receiving Party; or
 - 15.1.2 has been lawfully received by the Receiving Party from a third party without any restriction and without any obligation of confidentiality; or
 - 15.1.3 was already known to the Receiving Party with no obligation of confidentiality at the time it was disclosed by the Disclosing Party; or
 - 15.1.4 was disclosed without restriction by the Disclosing Party to any third party; or
 - 15.1.5 is required to be disclosed by law or by any governmental agency having jurisdiction pursuant to an order to produce or in the course of a legal proceeding pursuant to a lawful request for discovery, provided, however, that if the Receiving Party is so required to disclose any Confidential Information, such party shall promptly notify the Disclosing Party of the order or request for discovery, and

reasonably cooperate with the Disclosing Party, if such party elects and at the Disclosing Party's expense, to seek to limit or avoid such disclosure by any lawful means;

- 15.2 to any development made by the Receiving Party which the Receiving Party can show has been independently developed by it or its Affiliates without use of the Disclosing Party's Confidential Information.

16 DISCLAIMERS REGARDING CONFIDENTIAL INFORMATION

- 16.1 The Parties agree that any Confidential Information is and will remain the sole property of the Disclosing Party or the relevant proprietary owner at all times. Unless expressly agreed otherwise in the GTC or the Contract, nothing contained in the GTC or the Contract shall be construed as granting to or conferring to the Receiving Party any intellectual property rights, by license or otherwise, expressly or implied, in relation to any Confidential Information of the Disclosing Party, the know-how related thereto, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The disclosure of any Confidential Information will not establish any right based on prior use rights in favor of the Receiving Party.
- 16.2 Any Confidential Information exchanged under the Contract is provided on an "AS IS" basis for use by the Receiving Party at its own risk. The Receiving Party understands and agrees that neither the Disclosing Party nor any of its Affiliates (i) has made or is making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information, or (ii) shall have any liability whatsoever to the Receiving Party or any of its Affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom, except for intentional act and gross negligence.
- 16.3 Nothing contained in the GTC or the Contract shall be construed as limiting either Party's right to independently develop or acquire, manufacture, sell, license or maintain products, services, or technology without use of the other Party's Confidential Information, including products, services, or technologies that are similar to or competitive with the other Party's Confidential Information.
- 16.4 The Parties agree that the provision of Confidential Information under the Contract and any discussions held in connection with the Contract shall not prevent either Party from pursuing similar or other discussions with third parties provided that there is no breach of the Contract.

17 INJUNCTIVE RELIEF

- 17.1 The Parties agree that a breach of Section 14 (Confidentiality Obligations) of the GTC by the other Party may cause irreparable harm and damage for which monetary compensation will not be fully adequate, and each Party will thus be entitled to seek injunctive relief, in addition to any other legal remedies, for any such actual or threatened breaches.

18 NON-COMPETE DISCLAIMER

- 18.1 Nothing contained in the GTC or the Contract shall be construed as limiting either Party from developing materials outside the Contract that are similar to or competitive with the materials which might be delivered to the other Party pursuant to the Contract. Nothing contained in the GTC or the Contract shall be construed as precluding or limiting in any way the right of either Party to develop products and provide consulting, development, or other services of any kind or nature whatsoever to any individual or entity as either Party in its sole discretion deems appropriate.

19 SUBCONTRACTING

- 19.1 Supplier shall be entitled to freely subcontract its obligations under the Contract, but this shall not affect Supplier's obligations and any liabilities to Customer. Supplier shall remain responsible for the obligations performed by its subcontractors to the same extent as if such obligations were performed by Supplier.

20 PERSONAL DATA

- 20.1 Unless expressly agreed otherwise, the Parties acknowledge that they are separate and independent data controllers (as defined in the General Data Protection Regulation, GDPR) of any personal data exchanged between them. They will each implement appropriate technical and organizational measures to ensure the security of the personal data they process and to protect against unauthorized or unlawful processing, accidental loss, destruction, or damage. Each Party will promptly notify the other in the event of any personal data breach affecting the personal data exchanged between them.

- 20.2 In case Supplier processes personal data on behalf of Customer in connection with the Contract (including, without limitation, in the case of Managed Services), the Parties shall enter into a separate written Data Processing Agreement in accordance with Article 28 GDPR (if applicable).

21 NON-SOLICITATION

- 21.1 The Parties agree that they will not, during the term of the Contract and for the period of one year after the termination of the Contract, employ or take under contract (a) any employee or former employee of the other Party; or (b) any agent or independent contractor working for the other Party or who previously worked for the other Party; provided that such employee, agent, or independent contractor is or has been at any time concerned with or directly involved in the performance of the Contract.

22 LIABILITY LIMITATIONS

- 22.1 Supplier shall be fully liable for any damages caused to Customer by intentional acts or gross negligence by Supplier or its Representatives. The same applies to any damages to a person's life, body, or health. Supplier shall also be liable to Customer in cases of mandatory product liability.
- 22.2 For damages caused by slight negligence, Supplier shall only be liable to Customer if it breaches essential contractual duties (cardinal duties) and only for typical foreseeable material and financial damages. Liability is excluded for lost profits, savings not realized, indirect or consequential damages, as well as damages arising from the application environment or infrastructure provided by Customer or by third parties.

23 PUBLIC REFERENCES

The following shall apply only if explicitly provided for in the Contract:

- 23.1 Supplier shall be entitled to refer to Customer and the general nature of the business relationship under the Contract for marketing and reference purposes. Such references may include the use of Customer's name, logo, and a high-level description of the business relationship, provided that no Confidential Information is disclosed and that such use is accurate.
- 23.2 Upon request, Supplier will promptly remove any such references from Supplier's marketing materials to the extent technically and commercially feasible.

24 TERMINATION / SURVIVAL OF PROVISIONS

- 24.1 Either Party may terminate the Contract with immediate effect upon written notice if the other Party materially breaches any provision of the GTC or the Contract and fails to remedy such breach within 30 days of written notice of such breach. Termination shall be without prejudice to any rights or remedies that have accrued at the date of termination.
- 24.2 Unless explicitly agreed otherwise in the Contract, each Party may terminate the Contract upon 30 days prior notice to the end of a calendar month without any cause and at its sole discretion provided that the Contract does not have a fixed term. For fixed-term contracts, premature termination without cause shall not be permitted unless explicitly agreed otherwise in the Contract.
- 24.3 In any case, the right to terminate without notice for good cause remains unaffected.
- 24.4 The provisions set forth in Section 4 (Charges / Payment / Taxes), Section 5 (Intellectual Property), Section 7 (Preexisting IP), Section 13 (Mutual Indemnities), Section 14 (Confidentiality Obligations), Section 15 (Confidentiality Exemptions), Section 16 (Disclaimers Regarding Confidential Information), Section 17 (Injunctive Relief), Section 18 (Non-Compete Disclaimer), Section 21 (Non-Solicitation), Section 22 (Liability Limitations), Section 23 (Public References), and Section 26 (General) shall survive the termination or expiration of the Contract, and all rights and obligations established therein shall remain binding upon each Party and each Party's successors and assignees.

25 ENTIRE AGREEMENT / MODIFICATIONS / COUNTERPARTS

- 25.1 The Contract constitutes the entire agreement between the Parties and supersedes all prior agreements and discussions of the Parties relating to the subject matter of the Contract.
- 25.2 Any general terms and conditions of business which Customer may use shall be inapplicable to the relationship between the Parties, even if Supplier did not expressly object to them. By purchasing Offerings, Customer waives the application of any other general terms and conditions which conflict with the GTC or

the Contract. General terms and conditions used by Customer shall be deemed binding upon the contracting Parties only if Supplier expressly accepted them in writing.

- 25.3 Any side agreements to, modifications of, or supplements to the Contract must be made in writing and signed by duly authorized Representatives of both Parties in order to be effective. The foregoing also applies to any deviation from this written form requirement.
- 25.4 The Contract may be signed in one or more counterparts, which together will be deemed to be one original.

26 GENERAL

- 26.1 Failure or delay to enforce any provision of the GTC or the Contract shall not constitute a waiver of any provision of the GTC or the Contract. Waiver of any breach of any provision of the GTC or the Contract shall not constitute a waiver of any other breach of the same or any other provision.
- 26.2 Each party giving or making any notice, request, demand or other communication required or permitted by the GTC or the Contract shall give that notice in writing. Notices by Customer to Supplier shall be sent to legal@silitics.com to be effective.
- 26.3 Nothing contained in the GTC or the Contract is intended to, or shall be construed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as an agent for, or to bind, the other Party in any way.
- 26.4 If individual provisions of the GTC or the Contract are or become invalid or unenforceable, the validity of the remainder of the GTC and the Contract shall not be affected. In such a case, the Parties will agree on a provision that most closely reflects the intent and purpose of the invalid or unenforceable provision and the remainder of the GTC and the Contract shall remain in effect in accordance with its provisions as modified by such adjustment.
- 26.5 Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from Force Majeure, provided that the Party affected by Force Majeure notifies the other Party without undue delay.
- 26.6 Neither Party may assign or transfer the Contract or any of its rights or obligations under the Contract, in whole or in part, without the prior written consent of the other Party. Any attempted assignment or transfer in violation of this clause shall be null and void. Notwithstanding the foregoing, either Party may assign or transfer the Contract, without the other Party's consent, (i) to one of its Affiliates, provided that the assigning Party remains jointly liable for the Affiliate's obligations, or (ii) in connection with a merger, acquisition, sale of all or substantially all of its assets, or similar corporate restructuring.
- 26.7 The GTC and the Contract and all matters relating to the interpretation and effect of the foregoing are made and will be governed exclusively by and construed in accordance with the laws of Germany without giving effect to its conflicts-of-laws provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Parties' relationship. The Parties consent and submit to exclusive personal jurisdiction, procedure and venue for legal disputes arising from or connected with the Contract with the courts in Frankfurt am Main, Germany.
- 26.8 The Parties agree that in the event of any disagreements arising from or in connection with the Contract that they cannot resolve between themselves, they will refer the matter to the mediation board of the German Association for Law and Informatics e.V. (DGRI, dgri.de) in order to resolve the dispute in accordance with the DGRI's Conciliation Rules. Any mediation shall be conducted in English. The statute of limitations for claims related to the subject matter of the dispute shall be suspended from the submission of the mediation request until the end of the mediation procedure. Section 203 of the German Civil Code (BGB) shall apply accordingly. The Parties agree that initiating a mediation procedure shall not be a prerequisite for any legal action, whether in the main proceedings or in interim relief proceedings.
- 26.9 Each Party shall comply with the export laws and regulations to which it is subject.

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