

General Terms and Conditions for Additional Services

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I Object

- I.1 The following terms and conditions apply to the additional services provided by LIS Logistische Informationssysteme GmbH in Greven ("LIS GmbH") and their use by the contractual partner ("Customer").
- I.2 Terms and conditions of the Customer or third parties shall not apply, even if LIS GmbH does not separately object to their validity in individual cases. Even if LIS GmbH refers to a letter that contains or refers to the terms and conditions of the user or a third party, this does not constitute agreement with the validity of those terms and conditions.

II Offer and conclusion of contract

- II.1 Any written offers issued by LIS GmbH are subject to change and non-binding, unless they are expressly labelled as binding or contain a specific acceptance period. Contracts for additional services can also be concluded by telephone or in text form.
- II.2 The legal relationship between LIS GmbH and the Customer shall be governed solely by the contract concluded in writing, including these General Terms and Conditions for Additional Services. This fully reflects all agreements between the contracting parties on the subject matter of the contract. Verbal promises made by LIS GmbH prior to the conclusion of this contract shall not be legally binding and verbal agreements between the contracting parties shall be replaced by the written contract, unless it is expressly stated in each case that they shall continue to be binding.
- II.3 Additions and amendments to the agreements made, including these General Terms and Conditions for Additional Services, must be made in text form to be effective.
- II.4 Details provided by LIS GmbH on the subject matter of the service shall only be approximate unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or characterisations of the service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements are permissible, provided that they do not impair the usability for the contractually intended purpose.

III Services charged separately

- III.1 LIS GmbH undertakes to provide additional services as defined in Section III.2 below within the scope of its business capabilities. This applies in particular to individual customisation work to the circumstances or specific requirements of the Customer.
- III.2 Additional benefits include:
 - a) System and error analysis; training and general consulting services including the associated project management consulting (**services**)
 - b) System generation; parameterisation; installation and configuration; programming services; database migration; creation of interfaces, printing and statistics or similar, including the associated project management services (**work services, cf. the supplementary provisions in Section VII**)
- III.3 Additional services shall be invoiced in accordance with the applicable hourly rates of LIS GmbH.
- III.4 LIS GmbH shall be free to choose the persons it employs to provide the services. It shall ensure that the persons it deploys are sufficiently qualified to provide the services. The persons employed by LIS GmbH to provide the service shall not be subject to the Customer's authority to issue instructions. This shall apply in particular if persons employed by LIS GmbH provide the services on the Customer's premises.

IV Obligation of the Customer to cooperate

- IV.1 Immediately after conclusion of the contract, the Customer shall designate an employee with primary responsibility (Project leader), who shall be regarded by name as the responsible contact person and whose information on organisational issues shall be deemed binding and who shall provide LIS GmbH with all information and documents that are necessary and useful for the performance of the contractually agreed services.
- IV.2 The Customer must provide LIS GmbH with the documents and information required to carry out the work, in particular regarding existing systems, programs and program components that are to interact with the software.
- IV.3 If cooperation services are owed and the necessary concretisation has not already been contractually agreed, LIS GmbH shall request these services from the Customer in text form with a reasonable lead time, stating the relevant framework conditions. LIS GmbH shall notify the Customer immediately in text form of any cooperation services that it considers to be inadequate.
- IV.4 Unless otherwise agreed in individual cases, all cooperation services shall be provided to LIS GmbH free of charge.
- IV.5 The services to be provided by the Customer constitute genuine obligations and not merely mere duties. If and to the extent that the Customer does not provide the services owed by it, does not provide them in time or does not provide them as agreed and this has an impact on the provision of services by LIS GmbH, LIS GmbH shall be released from providing the services concerned. The corresponding performance deadlines of LIS GmbH shall be postponed by a reasonable period of time. Any proven additional expenses incurred by LIS GmbH shall be remunerated separately on the basis of the agreed conditions, without prejudice to any further rights of LIS GmbH.

V Execution

- V.1 Unless otherwise agreed, the work shall be executed by LIS GmbH as a rule during normal business hours (Monday to Friday 8:00 a.m. to 5:00 p.m.) and, if necessary, by arrangement at the Customer's premises. In the latter case, travelling times for the outward and return journey are part of the working time.
- V.2 If our services are provided as part of an online event, the Customer is not authorised to record the event.
- V.3 LIS GmbH shall be entitled to use subcontractors in the fulfilment of the contract.

VI Remuneration and terms of payment

- VI.1 The additional services shall be invoiced together with the project management services incurred in accordance with the applicable price lists and cost rates of LIS GmbH.
- VI.2 The same applies to the costs of travelling to the Customer and additional costs for services that are provided outside normal working hours by agreement with the Customer.
- VI.3 The cancellation of agreed appointments for the provision of additional services is possible free of charge up to 3 working days before the agreed appointment. Subsequently, the Customer will be charged 75% of the costs for the cancellation of an appointment in accordance with the current hourly rates of LIS GmbH, plus the non-cancellable third-party costs, e.g. for hotel, train, flight in the case of an appointment on site at the Customer's premises.
If the Customer fails to comply with his obligation to cooperate on the date and this leads to the cancellation of the appointment or results in the appointment not being able to take place constructively, LIS GmbH reserves the right in this case to also charge 75% of the current hourly rate plus the non-cancellable third-party costs, e.g. for hotel, train or flight, for an appointment on site at the Customer's premises.
The Customer reserves the right to provide evidence of lower remuneration if LIS GmbH saves expenses as a result of the cancellation of the contract or acquires or maliciously fails to acquire remuneration by using its labour elsewhere.
- VI.4 All prices are subject to VAT at the statutory rate applicable at the time of invoicing and are payable immediately without deduction on the due date.
- VI.5 LIS GmbH is authorised to invoice its services on a time and material basis every 14 days. The Customer shall only be entitled to offsetting rights or retention rights to the extent that his claim has been legally established or is undisputed. In the event of defects in the service, the Customer's counter-rights shall remain unaffected.
- VI.6 In the event of default in payment, LIS GmbH may charge interest at a rate of 9 percentage points above the respective base rate. The statutory right of LIS GmbH to withdraw from the contract or to claim damages for non-fulfilment shall remain unaffected.

VII Appointments

The service appointments are provided on the agreed dates.

VIII Special regulations for work services

VIII.1 Acceptance

- a) Insofar as the services provided by LIS GmbH are work services, they shall require acceptance. Upon request by LIS GmbH, which must be made in writing, the Customer shall carry out an acceptance test without delay, at the latest within 7 working days, in accordance with the following provisions and declare acceptance in writing. Working days are the days from Monday to Friday, excluding national public holidays. LIS GmbH shall be entitled to demand acceptance even before the due date agreed for completion of the service.
- b) The Customer shall provide all systems and data required for carrying out the acceptance test.
- c) Acceptance cannot be refused due to insignificant defects. LIS GmbH shall remedy any defects that do not prevent acceptance within the scope of the warranty. If defects are identified during the acceptance test that prevent acceptance, the parties shall continue to carry out the acceptance test as far as reasonable in order to obtain as complete an overview as possible of any other defects that may exist. A written acceptance report must be drawn up and signed by both parties.
- d) The productive use of the service for a total period of at least 2 weeks is deemed to be acceptance. Acceptance shall also be deemed to have taken place if the Customer does not declare acceptance within the period specified in Section VIII.1 a) without plausibly explaining the reasons for the refusal of acceptance in writing.
- e) If acceptance cannot be declared in accordance with the above provision in Section VIII.1 c), the Customer shall set LIS GmbH a reasonable deadline to rectify the defects identified in the protocol that prevent acceptance. Once the defects have been rectified, another acceptance test shall be carried out in accordance with the above paragraphs.
- f) The Customer shall set LIS GmbH a reasonable period of grace to rectify the defect at least twice before asserting any further rights and claims to which it is entitled due to the defect. When setting the last deadline, the Customer shall inform LIS GmbH in writing that it reserves the right to assert the rights and claims to which it is entitled in the event of the fruitless expiry of the deadline. Transmission of the declaration by e-mail is excluded.
- g) If the Customer cancels the contract as a result of failed acceptance, the cancellation shall only apply to the modules that have not yet been accepted. LIS GmbH's claim to remuneration for the modules accepted up to this point in time shall therefore remain unaffected by a cancellation.

VIII.2 Warranty

- a) If work performed by LIS GmbH is defective, the Customer may demand that LIS GmbH rectify these defects within a reasonable period of time. Complaints must be submitted via the ticket system or the telephone hotline with a comprehensible description of the error symptoms.
- b) LIS GmbH shall, at its own discretion, either rectify defects by repair or replace the defective service with a new service. It may provide a work-around solution, insofar and as long as this is reasonable for the Customer.
- c) The Customer shall support LIS GmbH to a reasonable extent in remedying the defect at its request without separate remuneration.
- d) If the subsequent fulfilment has finally failed, the Customer is entitled to choose,
aa) to reduce the agreed remuneration by an appropriate amount; or
bb) to withdraw from the contract in the event of a material defect; or
cc) to remedy the defect by way of self-remedy and to demand reimbursement of the expenses incurred; or
dd) to claim damages in accordance with the provisions in Section XI.
Failure of subsequent fulfilment is measured according to the complexity of the affected services as a whole and does not yet exist in the case of a single unsuccessful attempt at rectification.

- e) Warranty claims are excluded if the Customer has modified the services of LIS GmbH and does not prove that the modification was not the cause of the defect or that the modification makes it more than insignificantly more difficult to rectify the defect.
- f) The limitation period for claims for defects is 12 months, unless LIS GmbH has fraudulently concealed the defect. For partial services, the limitation period begins with the acceptance of the respective partial service.

IX Rights of use

- XI.1 Upon full payment of the remuneration owed, the Customer shall receive a non-transferable, non-exclusive right, unlimited in time and space, to use the work results developed by LIS GmbH for its own internal purposes. This also includes use by third parties for the Customer, for example other service providers.
- XI.2 The right of use pursuant to para. 1 also includes the right to use work results for companies affiliated with the Customer.

X Property rights of third parties

- X.1 If the contractual use of the work results created by LIS GmbH under this contract infringes third-party property rights, LIS GmbH shall indemnify the Customer against any third-party claims legally established by a court on the basis of existing third-party property rights, unless and insofar as the work results are based on specifications or materials provided by the Customer.
- X.2 The Customer will
 - a) inform LIS GmbH immediately in writing of any claims asserted;
 - b) allow LIS GmbH to decide on the defence against the claims; and
 - c) provide LIS GmbH with all information and support reasonably necessary for the defence against such a claim.
- X.3 LIS GmbH shall be released from its obligation to indemnify if the Customer does not act in agreement with LIS GmbH in the defence against such third-party claims and the mitigation of possible damages.

XI. Liability

- If no other contractual liability agreement exists, the following provisions shall apply:
- XI.1 LIS GmbH shall be fully liable in the event of intent, gross negligence, injury to life, limb or health, fraudulent intent and insofar as an express guarantee promise for the quality of an item or the Product Liability Act applies.
 - XI.2 Furthermore, LIS GmbH shall be liable, limited to the foreseeable damage typical of the contract, for the slightly negligent breach of obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Customer may regularly rely.
 - XI.3 LIS GmbH accepts no liability for any other cases.
 - XI.4 The provisions of Sections 1 to 3 shall also apply to attributable breaches of duty by vicarious agents of LIS GmbH.

XII Confidentiality

- XII.1 The parties shall treat as confidential all business secrets, including the content of the contract and other information of the other party labelled as confidential (hereinafter referred to as "confidential information"). The receiving party shall treat the confidential information with the same care as it treats its own confidential information of the same sensitivity, but at least with the care of a prudent businessman.
- XII.2 Use of the confidential information is limited to use in connection with the contract in which it is disclosed. Confidential information may not be disclosed to third parties without the prior consent of the other party. Consents must be given in writing. No third parties within the meaning of this paragraph are affiliated companies and consultants who are obliged by law to maintain confidentiality.
- XII.3 The parties mutually undertake not to obtain trade secrets of the other party by observing, examining, reverse engineering or testing a product or object of the other party ("prohibition of reverse engineering"). Trade secrets obtained in violation of the prohibition of reverse engineering agreed in accordance with this clause shall also be deemed to be confidential information within the meaning of this agreement.
- XII.4 If required by applicable legal obligations, the recipient is also authorised to disclose and pass on confidential information. To the extent permitted by law, the disclosing party shall inform the other party before disclosing confidential information.
- XII.5 The parties shall require their employees or third parties to whom they disclose confidential information to treat this information confidentially within the framework of the respective service and employment relationships, subject to the proviso that the obligation to maintain confidentiality shall continue to apply beyond the end of the respective service or employment relationship, unless a corresponding general obligation to maintain confidentiality already exists.
- XII.6 The obligation of confidentiality does not apply to information that
 - aa) were already generally known when the contract was concluded or subsequently became generally known without breach of the confidentiality obligations contained herein;
 - bb) which the recipient has developed independently of the contract; or
 - cc) the recipient has received from third parties or outside the contract from the other party without an obligation of confidentiality.
 The burden of proving the existence of the exceptions referred to in this paragraph lies with the party invoking the exception.
- XII.7 Upon termination of the contract, the parties shall surrender or delete confidential information of the other party in their possession at the request of that party. This does not apply to confidential information for which there is a longer statutory retention obligation and data backups as part of standard backup processes.
- XII.8 The obligation to maintain confidentiality shall apply for the term of this Agreement and for a period of 5 years after termination of this Agreement.
- XII.9 LIS GmbH shall be entitled to utilise empirical knowledge, such as ideas, concepts, methods and know-how, which is developed or disclosed in the course of the performance of the contract. This shall not apply insofar as industrial property rights or copyrights of the Licensee are infringed thereby.

XIII. Data protection

As LIS GmbH may also collect, process or use personal data on behalf of the Licensee or come into contact with such data in the course of its activities for the Licensee, the contracting parties shall conclude a separate contract for this purpose, which shall reflect the minimum legal content of Art. 28 GDPR.

XIV Final provisions

- XIV.1 The legal relations of the parties arising out of or in connection with the contract shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- XIV.2 If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive and international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of LIS GmbH in Greven, Germany. In all cases, however, LIS GmbH shall also be entitled to bring an action at the Customer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive responsibilities, remain unaffected.
- XIV.3 Should parts of the General Terms and Conditions for Additional Services or other agreements between the contracting parties be invalid for any reason, the legal validity of the remaining parts shall not be affected. In such a case, LIS GmbH and the Customer are obliged to replace a void condition or agreement with one that comes closest to the economic purpose of the void condition or agreement. There are no verbal collateral agreements.

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