

Cuculus GmbH

General Terms and Conditions

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1. Applicability

-This is a translation. The agreed General Terms and Conditions are those in the original German document.-

Except in respect of the provision, licensed use, and maintenance of Cuculus' software, these present General Terms and Conditions apply exclusively to every Purchase Order by which CUCULUS provides Services for another business person or public-law juristic person or special fund (herein: Customer).

The provisions of the Software Agreement in the meaning of section 2.9 herein Purchase Order apply conclusively to the provision, licensed use, and maintenance of Cuculus' software and/or access to CUCULUS Cloud Services, except the Software License Agreement for ZONOS Sandbox..

No conflicting or other conditions, especially Customer's general terms and conditions, form any part of the Purchase Order, even where CUCULUS has performed a Purchase Order without expressly rejecting such conditions. If, for reasons related to Customer's technical arrangements or otherwise, Customer's conditions of purchase or other standard terms are included by insertion, reference, enclosure, attachment or otherwise in Customer's acceptance of CUCULUS's offer (for example, in Customer's purchase order), Customer cannot rely on those conditions or terms and they are not incorporated in and do not form any part of the Purchase Order, and failure to expressly exclude them does not imply their acceptance.

2. Definitions

2.1. Contract Works

"Contract Works" means all the results of the Services provided by Cuculus in the course of the respective Purchase Order.

2.2. Customer Data

"Customer Data" means any content, materials, data and information that Customer enters into in a by Cuculus provided system Customer-specific data that is derived from Customer's use of the by Cuculus provided system. Customer Data shall not include any component of Services.

2.3. Consultants

"Consultant" means Cuculus employees and subcontractors of Cuculus including self-employed persons deployed by Cuculus to perform its contractual duties or processing the Services.

2.4. Confidential Information

“Confidential Information” means all information, which CUCULUS or Customer protects against unrestricted disclosure to others, or that are deemed confidential according to the circumstances of their disclosure or their content. In any case, the following information is considered to be Confidential Information of CUCULUS: the CUCULUS Software, programs, tools, data and other material, that CUCULUS provides to Customer before or on the basis of the Purchase Order.

2.5. IP Rights

“IP Rights” (“Intellectual Property Rights”) means any and every patent or other title to or right in an invention, copyright, right of authorship, mark, design, or other industrial right, and all rights to exploit or use it.

2.6. Purchase Order

“Purchase Order” means the agreements on the provision of Cuculus` Software and Services. It may be referred as “Contract”.

2.7. Services

“Services” mean all those Services, that CUCULUS in the meaning of section “Applicability” paragraph 1 makes part of this General Terms and Conditions, that are described in a Purchase Order and/or thereto attached “Service Description” and/or “Scope Document”.

2.8. Cuculus` Software

“CUCULUS Software” means ZONOS (i) any and all software products (as well as relevant documentation) all as developed by or for CUCULUS or any of its affiliated companies; (ii) any new versions (especially without being limited to releases, updates, patches, corrections) thereof made available pursuant to the Software Agreement; and (iii) any complete or partial copies of any of the foregoing.

2.9. Software Agreement

“Software Agreement” means the agreements on the license and support of ZONOS software or CUCULUS Cloud Service between CUCULUS or an authorized partner of CUCULUS and Customer that grant Customer the right to use CUCULUS Software or CUCULUS Cloud Service.

3. Provision of Services

3.1. Task Definition

Customer must describe the requirements for the Services. On the basis of that description, CUCULUS and Customer must plan the provision of Services together. CUCULUS can, if necessary, submit a written concept for that purpose. Further details will be set out or referenced in the Purchase Order.

3.2. Consultants, Place Of Performance

CUCULUS will decide which Consultant to deploy and reserves the right to replace any Consultant at any time. CUCULUS is liable for faults of its Consultants. The Services can be provided at CUCULUS's discretion either in the business offices of CUCULUS, at the Customer's place of business or remote. Even where Services are provided at Customer's facility, CUCULUS has sole managerial authority over its Consultants. The Consultants do not become integrated into Customer's workforce. Customer can issue instructions only to CUCULUS's project coordinator, and not directly to individual CUCULUS Consultants.

3.3. Duties Of The Client

Customer bears the risk of ordered Services meeting Customer's wishes and needs. If in doubt, Customer should obtain advice from employees of CUCULUS or third-party experts in good time. Customer has to examine, if Customer is required to license further or other licenses, resulting from the completion of the project. CUCULUS expressly informs Customer that CUCULUS did not examine the requirement of further or other licenses and that this is not within the scope of the Purchase Order.

3.4. Documentation Of The Task

CUCULUS may document any discussions detailing or amending contractual provisions, especially the subject matter of the Purchase Order. Customer must check the discussion documentation as soon as possible and inform CUCULUS of any necessary amendments or additions.

3.5. IP Rights (Per- Contractual)

All works and goods provided by CUCULUS to Customer before the conclusion of a Purchase Order (for example, proposals, designs) are property of CUCULUS (see section 8). They must not be copied or made accessible to third parties. If no Purchase Order is concluded, they must be returned or deleted and must not be used. In all other respects, the provisions of these present General Terms and Conditions, especially the

exclusions and limitations of liability in section 11, apply to all contractual and pre- contractual obligations.

If, with Customer's agreement, CUCULUS provides Services other than those specified in the Purchase Order, the provisions and business terms of the Purchase Order are deemed also applicable to those Services.

3.6. Acceptance

CUCULUS can require a written acceptance statement from Customer for all Contract Works within Services that are amenable to acceptance and may provide Customer with a template for such statement. Customer must accept Contract Works without delay subject to the provisions in this section 3.6. To this end an acceptance log can be created for signature by Customer.

3.6.1. Acceptance Of Individual Works

If a Purchase Order specifies several Contract Works that Customer can use individually, those several Contract Works will be subject to separate acceptance.

3.6.2. Partial Acceptance

If a Purchase Order specifies subsets of the Contract Works, CUCULUS is entitled to submit subsets of the Contract Works for acceptance. Subsequent acceptance procedures will address only the correct functioning of the new subsets and whether the subsets accepted earlier correctly interact with the new subsets.

3.6.3. Acceptance Of Concepts

If the Purchase Order includes the creation of a design, for example for the implementation of standard software or the creation of modifications or add-ons to standard software, CUCULUS can require that the design be subject to separate acceptance.

3.6.4. Period Of Acceptance

Customer must inspect the Contract Works within 15 working days and either notify CUCULUS through the contact in writing that they are accepted or give a precise description of the defects found. If Customer does not give notice of acceptance or of defects within this period, or uses Contract Works without giving defect notice, the Contract Works will be deemed accepted. Immaterial defects are not grounds for withholding acceptance. In every case, Customer is deemed to have accepted any Contract Works it uses, in whole or any in part, in live operation.

3.6.5. Time Limit for Remedying Defects

CUCULUS must remedy defects notified in accordance with section 10 within a period that is reasonable for the severity of the defect. Customer must inspect the Contract Works within five working days after notice that the defect has been eliminated. All other provisions in section 10 also apply with the necessary modifications.

4. Customer`s Duty To Collaborate

4.1. Working Environment

Customer must provide the necessary environment (herein: "IT systems") necessary for the provision of Services, in accordance with CUCULUS's guidance where given. It is the responsibility of Customer to secure proper operation of the IT systems by entering into maintenance contracts with third parties if necessary. In particular, Customer must follow CUCULUS's instructions.

4.2. Participation In The Performance Of Tasks

Free of charge, Customer must provide all collaboration that CUCULUS requires in connection with performance of the Purchase Order, including, for example, human resources, IT systems, data, and telecommunications facilities. Customer must grant CUCULUS direct and remote access to the software and the IT systems. Customer must answer questions and inspect results. Customer warrants that any materials provided by it for CUCULUS to perform its contractual duties are free of defects in title that would preclude CUCULUS from performing those duties.

4.3. Contact Person Of The Customer

Customer must nominate in writing a contact for CUCULUS, with an address, phone number and email address at which the contact can be reached. The contact must be in a position to make necessary decisions for Customer or ensure that they are made without delay. Customer's contact must maintain effective cooperation with CUCULUS's contact. Customer's employees whose activity is required must be freed from other activities to the appropriate extent.

4.4. Testing Of Work Results

Before commencing live operation with any provided Services, Customer must test it thoroughly for freedom from defects and for suitability in the situation. This also applies to Services it receives in connection with subsequent performance.

4.5. Data Backup

Customer must take appropriate precautions against the possibility that the Services may have or cause faults; such precautions include, for example, data backups, error diagnosis, and regular results monitoring. Except where otherwise expressly indicated in writing in individual cases, Consultants deployed by CUCULUS are always entitled to act on the assumption that all data with which they come into contact is backed up.

4.6. General Cooperation Services

Customer undertakes to provide all further collaborative goods, works, and services needed for the performance of the Purchase Order. If necessary, the Purchase Order will specify any other provisions.

4.7. Position Of The Customers' Obligation To Cooperate

Performance by Customer of its general collaborative duties is a primary contractual duty and necessary precondition for the correct performance by CUCULUS of its Services.

4.8. Breach Of Obligations To Cooperate

Customer bears all consequences and costs resulting from breach of its duties and indemnifies CUCULUS from all claims by third parties arising from such infringement.

5. Change Request Procedure

5.1. General

During the term of a project, both parties can request changes through their respective contacts (see section 3.3), in writing, to the agreed Services, methods, dates and times, and other details.

5.2. Amendments Proposed By The Contracting Authority

If Customer makes a change request, CUCULUS must inform Customer within 15 working days whether the change is possible or not and what impact the change would have on the Purchase Order with particular reference to the timeline and remuneration. Customer must there-upon inform CUCULUS in writing within 10 working days whether the change request is to apply or whether the Purchase Order is to be continued on the existing terms. If the investigation of a change request itself requires substantial work, CUCULUS is entitled to bill separately for that work.

5.3. Amendment Proposed By Cuculus

If CUCULUS submits a change request, Customer must notify CUCULUS in writing within 10 working days whether it accepts the change or not.

5.4. Lack Of Agreement On The proposed Amendment

Until there is agreement about the change, work will continue in accordance with the existing Purchase Order. Alternatively, Customer can require that all or part of the work be suspended or permanently ended in accordance with and subject to section 13.1.

5.5. Interruption

With effect from the first working day of suspension, remuneration is payable at the agreed rate, or, in default of an agreed rate, at the daily rate in the Services Pricing List, in respect of each CUCULUS employee whose work is suspended and each day of the suspension. The legal consequences of final cancelation are as provided in the German Civil Code, section 648a.

6. Fees, Payment, Taxes, Retention Of Rights

6.1. Fees

6.1.1. General

Unless otherwise agreed in writing, the remuneration payable will be based on the daily rates of Cuculus and or license fees valid at the time.

6.1.2. Partial Services

CUCULUS is entitled to submit invoices for subsets of the Services.

6.1.3. Invoicing According To Expenditure

Any resource-related invoice must include a list of the activities to which it refers. The listed details are deemed accepted unless Customer rejects them in writing within two weeks.

6.1.4. Payments On Account/ Advance Payments

CUCULUS is entitled to require full or part payment in advance if there is no prior business relationship with Customer, if delivery is to be made outside Germany, if Customer's registered office is outside Germany, or if there are any grounds to doubt that Customer will render payment punctually.

6.1.5. Offsetting/ Retention/ Assignment Of Claims

Customer is entitled to offset only claims that are uncontested or ordered by a court of law and to withhold payment or retain possession only to secure claims that are uncontested or ordered by a court of law. Subject to the pro-visions of the German Commercial Code, section 354a, it cannot assign its claims to a third party.

6.1.6. Retention Of Title

CUCULUS retains all title to and rights (section 7) in the Services until full satisfaction of its claims under the Purchase Order. Customer must immediately notify CUCULUS in writing if any third party gains access to the property to or in which CUCULUS retains title or rights and must also inform the third party of CUCULUS's rights.

6.2. Invoicing, Due Date

Payments are due 14 days after invoicing. No cash discount is available. CUCULUS is entitled to charge late-payment interest from the due date at the statutory rate of penal interest.

6.3. Taxes

All prices are subject to statutory sales tax / VAT.

7. Term/ Termination

7.1. Term of Purchase Order

Unless otherwise agreed in the relevant Purchase Order, every Purchase Order comes into force on the date it was last signed and runs for the term specified in the Purchase Order.

7.2. Termination

Unless otherwise agreed, a Purchase Order may not be terminated with due notice. Extraordinary termination rights and the right to termination for just cause remain unaffected.

Just cause for termination includes, without limitation, when Customer fails to perform a major contractual obligation within 30 days of written warning from CUCULUS, notably, for example, when the Customer is more than 30 days in default of a payment due and payable under the Purchase Order.

7.3. Effect of Termination

Upon termination of the Purchase Order, the parties shall irretrievably return all Confidential Information to the party that disclosed it, or at the disclosing party's re-request, destroy the Confidential Information of disclosing party and certify that it has complied with these obligations.

8. Rights

Between Customer and CUCULUS all title to and rights in the Services vest in CUCULUS exclusively, notably copyright and rights of authorship, rights to inventions, and other industrial property rights, and including without limitation Services created to address the requirements of or in cooperation with Customer. Except as otherwise agreed in writing, once the instalments due up to and including the acceptance have been paid in full, Customer is granted a non-exclusive license to the same extent and for same time-period, as granted to him by CUCULUS under the corresponding Software Agreement.

Before accepting them, Customer may use the Services only to the extent necessary for test purposes. Customer is permitted to create necessary backup copies of the Services. Backup copies must be marked as backup copies and bear the same copyright and authorship notice as the original.

9. Confidentiality, Data Protection

9.1. Use of Confidential Information

Each party undertakes forever to treat as confidential all Confidential Information of the other acquired in connection with the performance or processing of the Purchase Order and to use such information and secrets only to perform the Order Form. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of the respective Purchase Order or processing the Purchase Order. Any reproduction of any Confidential Information of the other party shall remain the property of the other party and shall contain any and all confidential or proprietary notices or legends which appear on the original.

With respect to the Confidential Information of the other party, each party: (a) shall take all reasonable steps (defined below) to keep all Confidential Information strictly confidential; (b) shall not disclose or reveal any Confidential Information to any person other than its representatives who need to know this Information to fulfill that party's contractual obligations or to processing the Purchase Order. As used herein, "reasonable steps" means those steps the receiving party takes to protect its own similar Confidential

Information, which shall not be less than a reasonable standard of care; this includes Customer's careful safekeeping and protection of Confidential Information against misuse.

9.2. Exceptions

The above section 9.1 does not apply to any Confidential Information that: (a) is independently developed by the receiving party without recourse to the Confidential Information of the disclosing party, or is received lawfully and free of duty of confidentiality from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of the Purchase Order by the receiving party; (c) at the time of disclosure to the receiving party was known to be free of restrictions; or (d) the disclosing party agrees in writing is exempt from the above provisions; or (e) is rightfully acquired by the receiving party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure.

9.3. Confidential Terms and Conditions, Publicity

Customer shall treat as confidential the terms and conditions of the respective Purchase Order, in particular the pricing contained therein. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other. However CUCULUS may use Customer's name in customer listings (reference listings) or to analyse details from the Purchase Order (for example, to forecast demand), as well as – subject to mutual agreement – as part of CUCULUS's other marketing efforts. This includes the provision for forecast analysis to and use by CUCULUS Affiliates. Insofar as this includes the provision and use of contact information of Customer's contact persons, Customer shall secure the appropriate permissions where necessary.

9.4. Data Protection

The final provisions on data protection obligations of the contract partners in the context of possible order data processing (in particular in the context of trouble-shooting or the elimination of defects in the context of the Purchase Order) result from the Annex „EXT_11176-0101_20200610_Data Protection Policy_EN“.

10. Defects As To Quality And Defects In Title, Other Faults

10.1. General

In respect of any Contract Work that falls within the ambit of the statutory liability for quality and title defects, CUCULUS warrants, subject to sections 10.1 to 10.7, that the Contract Work has the expressly agreed qualities and that no third-party rights are infringed by the grant of rights to Customer in section 7. Where no qualities have been agreed, CUCULUS warrants that the Contract Work is suitable for the use envisioned in the Purchase Order or, in the absence of an envisioned use, for ordinary use, and that it has the qualities that are usual and that a customer can expect from Contract Works of its kind.

10.2. Customer

Customer must notify CUCULUS in writing without delay if it identifies defects and must include a precise description of the problem and the information that is useful for eliminating the defect. So far as is reasonable in ordinary business, Customer must inspect the Contract Works without delay after CUCULUS delivers them and, if a defect is apparent, notify CUCULUS of it without delay. If Customer does not notify CUCULUS of the defect, the Contract Works are deemed to be approved, unless the defect was not apparent at the time of inspection. If such a defect subsequently becomes apparent, Customer must notify CUCULUS without delay after discovering the defect; otherwise, the Contract Works are deemed to be approved despite the presence of the defect. Customer's rights are secured if the notification was received in time. CUCULUS cannot rely on the provisions in sentences 2 to 5 in this section if CUCULUS has fraudulently concealed the defect. Notice of a defect as described above is effective only if given by the contact.

10.3. Defects

Where defects as to quality are duly notified, CUCULUS will discharge its warranty by remedying the defect either by providing Customer with a new version of the Contract Works that is free of defects or, at CUCULUS's discretion, by eliminating the defect. One of the ways CUCULUS may eliminate a defect is to indicate to Customer a reasonable way to avoid the effect of the defect. To discharge its liability for defects in title, CUCULUS will remedy shown defects either by procuring for Customer the legally incontestable right under license to use the delivered Contract Works or, at CUCULUS's election, providing equivalent replacement or altered Contract

Works. Customer must accept a new version of the Contract Works that is functionally compliant unless it would be unreasonable to require Customer to do so. The level of urgency of error-correction work will reflect the extent to which business operations are impeded. These present provisions, in particular section 4, also apply as appropriate.

10.4. Right Of The Customer

If Customer sets a reasonable limited additional time period for CUCULUS to remedy the defect and CUCULUS finally fails to do so in that time, Customer has the right to rescind the Purchase Order or terminate continuing or recurring contractual obligations or reduce the remuneration. The requirements in section 12.1 must be met with regard to fixing a reasonable limited additional time period. Subject to the exclusions and limitations in section 10, CUCULUS undertakes to compensate for loss or wasted anticipatory expenditure caused by a defect. Other remedies for defects as to quality or defects in title are excluded.

10.5. Limitation Of Period

The time bar for claims under sections 10.1 to 10.4 comes into effect one year after delivery of the Contract Works. This also applies to rights arising out of rescission or reduction of remuneration under section 10.4, sentence 1. The reduction in the time before the time bar comes into effect does not apply in cases of CUCULUS's intent or gross negligence, of fraudulent concealment of a defect, of personal injury, or of defect in title to which the German Civil Code, section 438 (1)(1)(a) applies.

10.6. Suspension Of The Limitation Period

Where works or services are delivered to eliminate or avoid a defect, the time bar for claims for defects in those works and services comes into effect at the time specified in section 10.5. However, the time before the bar comes into effect is suspended while, with Customer's consent, CUCULUS is checking the existence of a defect or is remedying a defect, until CUCULUS informs Customer of the results of its check, gives notice that the remedy is complete, or re-fuses to remedy the defect. The time bar comes into effect three months after the end of the toll.

10.7. Compensation For Unjustified Defects

If CUCULUS provides defect identification or elimination works or services without being under obligation to do so, CUCULUS is entitled to remuneration under section 6.1. This applies in particular to any reported quality defect that is not reproducible or not imputable to CUCULUS or in

cases where the CUCULUS Software or Contract Works is not used in compliance with its documentation. Without prejudice to the generality of the foregoing, CUCULUS is entitled to remuneration for additional works or services it does to eliminate any defect that arises out of Customer's failure to properly discharge its duty to collaborate, inappropriate operation of the CUCULUS Software, or failure to take the CUCULUS services that CUCULUS recommends.

10.8. Third Party Claims

If a third party claims that the exercise of the license granted under the Purchase Order in-fringes its rights, Customer must fully inform CUCULUS in writing without delay. If to mitigate loss or for other good reason Customer ceases to use the Services, Customer must notify the third party that such cessation does not imply any recognition of the claimed infringement. Customer will conduct the dispute with the third party in court only in consultation and agreement with CUCULUS or authorize CUCULUS to assume sole conduct of the dispute.

10.9. Grace Period

If CUCULUS fails to properly perform any of its duties herein that is not within the ambit of defect liability, or is otherwise in breach, Customer must give notice of the failure or breach to CUCULUS in writing and fix a limited additional time period during which CUCULUS has the opportunity to properly perform its duty or otherwise rectify the situation. Section 13.1 applies. CUCULUS will compensate for loss or wasted anticipatory expenditure subject to the exclusions and limitations in section 11.

11. Liability

11.1. General

CUCULUS is liable in contract, tort, or other-wise for loss or wasted expenditure subject always as follows:

11.1.1. Intent, Gross Negligence, Absence Of A Quality

In cases of intent, CUCULUS's liability extends to the full loss; in cases of gross negligence, CUCULUS's liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, CUCULUS's liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.

11.1.2. Other Cases

In other cases: CUCULUS is not liable except for breach of a major obligation and only up to the limits in the following subsection. A breach of a major obligation in the meaning of section 11.1.2 is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Customer could legitimately rely upon its fulfilment.

Liability in cases under section 11.1.2 is limited to €50,000 per incident and limited in total to €200,000 for all claims arising out of the Purchase Order.

11.2. Contributory Negligence

Contributory fault and contributory negligence may be claimed. The limits of liability in section 10.1 do not apply to liability for personal injury, or to liability under the German Product Liability Act.

11.3. Grace Period

All claims against CUCULUS in contract, in tort, or otherwise for loss or wasted anticipatory expenditure are barred after a period of one year. That period begins at the point in time specified in the German Civil Code (BGB), section 199 (1). The time bar comes into effect not later than five years after the claim arises. The provisions in sentences 1 to 3 in this section do not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act. The provisions in this section do not affect the other time bar for claims arising out of defects as to quality and defects in title (sections 10.5 and 10.6).

12. Contract Transfer

Customer is not entitled to transfer the Purchase Order or any rights or obligations there-under to any third party.

13. Miscellaneous Provisions

13.1. General

Contractual collaboration requires a high level of trust, interaction, and willingness to agree. Except in emergencies, a limited time fixed by Customer pursuant to the law or contract must not be less than 10 working days. Failure to comply with any fixed time limit entitles Customer to be released from the Purchase Order (for example, by rescission, termination, or claim for damages in lieu of performance) or to a price reduction for breach only if this was threatened in writing in the notice fixing the limited

time as a consequence of failure to comply with that time limit. After a limited time fixed in accordance with sentence 2 expires, CUCULUS is entitled to give notice to Customer requiring that any rights arising out of the expiration be exercised within two weeks of receipt of the no-tice.

13.2. Offers, Acceptance Of Offers

CUCULUS has four weeks to accept offers made by Customer. Offers from CUCULUS are non-binding unless otherwise agreed in writing. In cases of conflict, the Purchase Order terms and details that apply are those in CUCULUS's offer or confirmation.

13.3. Performance Period

Period during which Services will be provided.

13.3.1. Schedules

Dates and times are nonbinding except where Customer and CUCULUS have expressly agreed in writing that they are binding. CUCULUS's duty to realize a design or concept does not commence until Customer accepts the design or concept.

13.3.2. Strike, Lockout

If CUCULUS has to wait for collaboration or information from Customer or is otherwise hindered in the performance of the Purchase Order by any strike, lockout, official intervention, or any other circumstance where it is not at fault, times for delivery of goods and provision of Services are extended by a period equaling the duration of the hindrance plus a reasonable start-up period after the end of the hindrance. CUCULUS must notify Customer of the hindrance.

13.3.3. Working Days

Working days are weekdays from Monday to Friday (9 a.m. to 5 p.m. CET) except German national public holidays and December 24 and 31.

13.4. Export

The Services, including the associated CUCULUS Software, are subject to the export control laws of various countries, including without limit the laws of the United States and Germany.

Customer agrees that it will not submit the Services to any government agency for licensing consideration or other regulatory approval without the prior written consent of CUCULUS, and will not export the Services to countries, persons or entities prohibited by such laws. Customer shall also

be responsible for complying with all applicable legal regulations of the country where Customer is registered, and any foreign countries with respect to the use of the CUCULUS Software by Customer and its Affiliates.

13.5. Governing Law, Jurisdiction

German law applies exclusively to all claims in contract, in tort or otherwise, and the UN sales laws convention is excluded. Conflict-of-law rules do not apply. If Customer is a merchant within the meaning of the German Commercial Code (HGB), section 1, or a public-law juristic person or special fund, the sole place of jurisdiction for all differences arising out of or in connection with this Purchase Order shall be Erfurt.

13.6. Requirement Of Written Form

Amendments or additions and contractually relevant declarations as well as declarations directly influencing a legal relationship, especially without being limited to termination notices, reminders or notices to set time limits, require written form. The foregoing provision also applies to any waiver of the written-form requirement. The written-form requirement can also be met by exchange of letters or (except in the case of termination notices) with an electronically transmitted signature (facsimile trans-mission, e-mail transmission with scanned signatures, or other agreed form of contract conclusion provided by or on behalf of CUCULUS, such as CUCULUS Store). Except in that respect, however, the provisions in the German Civil Code (BGB), sections 127 (2) and (3) do not apply.

13.7. Services Without Purchase Order

A separate agreement is required for any other goods, works and services that are not expressly described in the respective Purchase Order. Unless otherwise agreed, such goods, works and services are provided subject to CUCULUS's General Terms and Conditions for CUCULUS Services and CUCULUS is entitled to remuneration for them in accordance with the relevant CUCULUS list of prices and conditions.

A. References

[1.] EXT_11176-0101_20200610_Data Protection Policy_EN