



Conditions for Development and Consulting Services

IBS Ingenieurbüro GmbH

§ 1 Subject Matter of the Contract

- (1) These terms and conditions apply to all contracts for the provision of development and consulting services.
- (2) Deviating terms and conditions of the Customer shall not apply.

§ 2 Conclusion of Contract

- (1) Offers and cost estimates from IBS are non-binding.
- (2) The commissioning of a development or consulting service by the Customer shall be deemed a binding contractual offer.
- (3) Unless otherwise stated in the order, IBS shall be entitled to accept this contractual offer within three weeks of its receipt.
- (4) IBS shall declare acceptance by means of a written order confirmation.
- (5) Any illustrations, drawings, weights, dimensions, concepts and architecture belonging to the order confirmation only show approximate values and are not binding unless they are expressly designated as binding.
- (6) IBS retains all rights to cost estimates, drawings and other documents at all times, in particular property rights, copyrights and all other rights of use, reproduction or exploitation. The Customer may not make them accessible to third parties without the express consent of IBS. If no contract is concluded, all documents must be returned to IBS upon request.

§ 3 Provision of Services

- (1) The individual services shall be governed primarily by their respective special provisions (§ 4) and additionally by the general rules (§ 5 et seq.).
- (2) All information provided by IBS on the expected time and cost of a commissioned service are estimates based on the conditions specified by the Customer and are non-binding; the same applies to information on delivery and performance dates, unless they are designated as binding.
- (3) Prior to the start of a service, the Customer shall name at least one competent contact person who is available to IBS for questions and who can make decisions himself or bring them about promptly. The Customer shall promptly update any changes to the contact details. If the Customer fails to do so, IBS shall not be liable for any delays in performance and reserves the right to charge the Customer for its own additional expenses.
- (4) IBS reserves the right to prepare minutes of meetings with the Customer which record the main points discussed and the decisions taken. IBS shall provide the minutes to the Customer immediately upon completion. If the Customer does not object within seven calendar days with its own

counterproposal, the content of the minutes shall become binding for both parties. An objection will be negotiated at the next meeting.

(5) IBS is entitled to have individual services performed by third parties. To the extent necessary for the proper fulfillment of the contractual obligations, these third parties may be given access to documents, information and data of the Customer within the framework of the data protection regulations. Even if third parties are used, IBS shall remain responsible for the performance and any promised success of the service.

(6) Both parties shall be released from their respective performance obligations for as long and to the extent that they are unable to fulfill them due to force majeure. Force majeure refers to circumstances beyond the control of the affected party, such as strikes, epidemics, natural disasters, failures of the energy supply or technical infrastructure, as well as non-delivery by a supplier for which the party is not responsible.

§ 4 Individual Services

§ 4.1 Development Services

§ 4.1.1 Contents

The content of individual development services can be found in the respective service description.

§ 4.1.2 Change Requests

(1) Until acceptance, the named contact persons of the parties may propose changes to a development service at any time ("change requests").

(2) Change requests shall be reviewed within 14 calendar days and a meaningful statement shall be issued. In particular, the expected effects on service features, agreed schedules and timetables as well as estimated costs shall be addressed. If IBS does not consider a change request from the Customer to be feasible or if the Customer does not wish to comply with a change request from IBS, this has to be justified. Otherwise, IBS will submit an offer for the desired change.

(3) If the review of a change request requires more than four working hours, IBS may invoice the customer separately for the time and effort required for the review. This requires that IBS informs the customer in advance of the high effort expected and requests a brief consent.

(4) A change to a development service mutually agreed between the parties shall be included in the contract in writing as a change, together with its effects on deadlines, costs and the use of resources. If no agreement is reached, the development service in question shall be provided as contractually agreed.



§ 4.1.3 Acceptance

- (1) After completion of a development service, IBS shall notify the Customer so that he can carry out the acceptance test.
- (2) The Customer shall accept the development service if it fulfills the agreed acceptance criteria. Any defects identified during the acceptance test shall be recorded by the Customer in an acceptance report. IBS will immediately eliminate defects that prevent acceptance and make the development service available again for acceptance. Other defects will be remedied by IBS within the scope of the warranty (§ 4.1.6).
- (3) A defect preventing acceptance exists if the development service is unusable for the agreed purpose or if the Customer cannot reasonably be expected to use it even temporarily.
- (4) The Customer may declare acceptance expressly or by conclusive action. In particular, the development service shall also be deemed accepted if the Customer
 - (a) makes productive use of the result of the development service, unless the use is solely for the purpose of acceptance testing; or
 - (b) has not refused acceptance or declared justified reservations against the acceptability of the development service within 14 calendar days of the development service being made available for acceptance testing due to defects that are not merely insignificant.
- (5) The provisions of para. 1 to 4 shall apply accordingly in the case of partial acceptance.

§ 4.1.4 Obligations of the Customer to Cooperate

- (1) The Customer is solely responsible for backing up its data. IBS accepts no liability for any unintentional loss of data as a result of the development services.
- (2) The Customer shall provide IBS with all information and data required for the development services in a complete and accurate manner. In this respect, IBS is under no obligation to investigate any further.
- (3) If IBS is to carry out development services with regard to hardware, software or other property of the Customer (e.g. installation, calibration, connection etc.), these must be made available by the Customer in good time. If necessary, the Customer shall temporarily provide IBS with suitable tools and provide IBS with the necessary access data and authorization.
- (4) If IBS provides development services on the Customer's premises as agreed, all necessary preparatory work must be completed by the Customer so that the development services can be started immediately after the arrival of IBS employees and can be carried out without interruption. The Customer shall assist IBS to the best of its ability in the operation of third-party equipment and



other facilities and shall enable IBS to provide development services outside normal working hours, if necessary.

(5) The Customer shall fulfill its obligations to cooperate (para. 1 to 4) in its own interest and may not demand any remuneration for this. If the Customer does not fulfill its obligations to cooperate, any agreed performance deadlines shall be extended accordingly. IBS reserves the right to temporarily suspend the development services after the expiry of a reasonable period and to resume them at its own discretion. Other claims and rights of IBS remain unaffected.

§ 4.1.5 Copyright and Rights of Use

(1) The development services provided by IBS, including their preparatory stages, design materials and documentation, are protected by copyright.

(2) Upon acceptance, the Customer shall irrevocably receive the exclusive, spatially and temporally unrestricted right to use and exploit all parts of the development service individually created for him.

(3) The Customer shall only receive a non-exclusive right to use the other parts of the development service that are part of IBS range of instruments (e.g. proprietary tools, concepts or standard software) and that are also used for other customers, insofar as this is necessary to realize its rights under paragraph 2. In this respect, the Customer is prohibited from any further independent use or exploitation.

(4) The right to use third-party components integrated in accordance with the contract is subject to their license terms.

(5) IBS warrants that the development service does not infringe any third-party rights. It shall indemnify the Customer against all claims asserted against it by third parties due to the infringement of their rights. This presupposes that the Customer informs IBS immediately of the claim and only takes any action against the third party in consultation with IBS.

(6) The Customer shall be liable for all damages incurred by IBS as a result of an infringement of copyright.

§ 4.1.6 Warranty for Defects

(1) IBS warrants that the development service is free of defects upon acceptance.

(2) It is free of defects if it has the agreed quality. If a quality has not been agreed, the development service shall correspond to the state of the art in science and technology recognized at the time of acceptance.

(3) Defects which are recorded in the acceptance report (§ 4.1.3 para. 2 sentence 2) or which have been reported to IBS by the Customer within a reasonable period of time after their discovery shall be remedied by IBS



without delay within the scope of technical possibilities. The specific type of defect rectification is at the discretion of IBS.

(4) Warranty claims shall expire within one year of acceptance.

(5) If IBS provides services in the search for or during rectification of defects without being obliged to do so, IBS reserves the right to charge the Customer for the expenses incurred. This applies in particular if a defect cannot be proven, reproduced or is not attributable to IBS.

(6) Any warranty claim expires if the Customer modifies the development service or has it modified by a third party without the consent of IBS. This shall not apply if the Customer proves that the defect in question is not attributable to the modification.

§ 4.2 Consulting Services

§ 4.2.1 Contents

The content of individual consulting services can be found in the respective service description.

§ 4.2.2 Design

(1) The topics of the individual consulting services are agreed individually with the Customer.

(2) Any recommendations are made to the best of the knowledge and belief of the employees in charge. IBS does not guarantee that the effects described will occur or that the stated objectives will be achieved.

(3) IBS designs training courses and workshops in such a way that an attentive participant can achieve the intended objectives. However, no specific gain in knowledge or training success is promised.

§ 4.2.3 Dates

(1) The dates for individual consulting services are agreed individually between the Customer and IBS.

(2) Depending on the availability of the requested service and the employee, a lead time of up to four weeks may be necessary before the next possible date. Irrespective of this, any absences of the required personnel due to vacation or illness may necessitate a change of date, possibly even at short notice.

(3) The Customer may cancel the commissioned consulting services free of charge up to 14 calendar days before the single or first of several scheduled appointments. In the event of later cancellations, IBS reserves the right to charge the Customer for the expenses incurred, but at least 50% of the price of the individual or total consulting service.



§ 4.2.4 Obligations of the Customer to cooperate

The Customer shall ensure that the information provided to IBS for the provision of individual consulting services in accordance with the order is accurate and complete. In this respect, IBS is under no obligation to investigate any further.

§ 4.2.5 Copyright and Rights of Use

(1) All documents created for the Customer or otherwise provided to him, even temporarily, are subject to the copyright of IBS.

(2) Insofar as the documents have been prepared by IBS individually for the Customer, the Customer shall be granted the irrevocable and exclusive right to use and exploit the documents and the information contained therein as it wishes.

(3) The Customer shall only be entitled to a non-exclusive right of use for its own use to all other documents that have been permanently provided to the Customer, which in particular does not include any duplication, distribution or other utilization.

(4) The Customer shall be liable for all damages incurred by IBS as a result of an infringement of copyright.

§ 5 Remuneration and Terms of Payment

(1) The remuneration owed by the Customer results from the order confirmation.

(2) Unless otherwise stipulated in the order confirmation, the services provided by IBS shall be invoiced monthly on a time and material basis.

(3) The remuneration is due for payment 14 calendar days after receipt of a proper invoice by the Customer.

(4) All contractually agreed remuneration is subject to statutory value added tax.

(5) The Customer shall only be entitled to set-off or retention rights to the extent that its claim has been legally established or is undisputed.

§ 6 Liability

(1) Both parties shall be liable for damages due to the breach of contractual obligations insofar as they are at fault.

(2) The amount of liability for simple negligence is limited to the damage typically foreseeable for the damaging party at the time of the breach of duty, but per damage event to a maximum amount of EUR 10,000 or to the invoice amount according to the order confirmation for the service during the provision of which the damage was caused. In individual cases, the lower value shall be decisive.

(3) Non-contractual liability remains unaffected.

(4) Liability is excluded

(a) if the Customer itself is responsible for the damage (§ 254 BGB), in particular because it

- has not fulfilled its obligations to cooperate,
- services have not been used in accordance with the contract (e.g. operating errors; use of hardware or software that does not comply with the specifications),
- has made unauthorized changes to a development service,
- has disregarded statutory or contractual provisions on loss reduction

(b) for loss of profit,

(c) for cyber damage, i.e. data loss or damage due to network security breaches (e.g. hacker attacks, malware, denial of service), data breaches and cyber extortion by third parties.

§ 7 Data Protection

IBS complies with the statutory provisions on data protection when processing the Customer's personal information. This also includes technical security measures adapted to the current state of the art (Art. 32 GDPR) and the obligation of employees to maintain data secrecy (Art. 28 para. 3 lit. b GDPR). Insofar as subcontractors of IBS (§ 3 para. 5) come into contact with personal data, an agreement on order processing (DPA) is concluded with them in advance and can be viewed on request.

§ 8 Confidentiality

(1) The handling of confidential information is governed primarily by the Confidentiality Agreement (NDA) concluded between the parties.

(2) If there is no Confidentiality Agreement between the parties, they nevertheless will keep secret all confidential information, in particular business or trade secrets, of which they become aware in the course of their business relationship and will neither disclose nor exploit such information in any other way.

(3) The duty of confidentiality shall not apply if the information in question must be disclosed by order of a court, by order of an authority or by law. The party so obliged shall inform the other party of the disclosure without delay and disclose the information in such a way that confidentiality is maintained as far as possible.



§ 9 Referencing

Unless the Customer expressly objects, IBS may list the Customer as a reference in its sales and marketing documents. The Customer's logo may also be used and a link may be placed to the Customer's website.

§ 10 Final Provisions

(1) Unless otherwise agreed, declarations between the parties must be made in writing, whereby e-mail shall suffice.

(2) German law shall apply.

(3) The place of jurisdiction is Karlsruhe.

(4) Should one of the above provisions be or become invalid or should a necessary provision not be included, this shall not affect the validity of the remaining provisions. The parties shall endeavor to find an amicable solution in this case.

(5) This English translation of the terms and conditions is for convenience only. In case of any discrepancies the original German version shall prevail.