

## General Terms of Contract for JustRelate Services

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### 1. Material Scope

- 1.1. These General Terms of Contract ("**Terms of Contract**") apply to all contracts concluded between
  - JustRelate Group GmbH, JustRelate Deutschland GmbH, JustRelate France SAS and/or another company affiliated with JustRelate Group GmbH (Sec. 15 AktG [German Stock Corporation Act]) as contractors, depending on which company uses these Terms of Contract; whereas this company is hereinafter referred to as "**JustRelate**"; and
  - a business (Sec. 14 BGB [German Civil Code]), legal entity of public law and a public-law investment fund as client ("**Client**");

on the Performance of Services by JustRelate for the Client.

- 1.2. These Terms of Contract apply exclusively. Contrary or additional terms and conditions of the customer or terms deviating from these Terms of Contract will not be accepted by JustRelate, unless JustRelate has expressly agreed to them in writing. This shall also apply to terms and conditions, attached to purchase orders or acceptance declarations from the Client or by reference to them in such documents. These Terms of Contract shall apply even if JustRelate performs services without objecting to the Client's terms and conditions.
- 1.3. These Terms of Contract are part of the contract and any supplements. They shall also apply to all future contracts for the performance of services between the Client and JustRelate as the Contractor (referred to individually also as "**Contractual Partner**" and collectively as "**Contractual Partners**").

### 2. JustRelate Services – Kind and Scope

Kind and scope of the services are defined in the contractual arrangements. Decisive for this are:

- the scope of service according to the contract, especially as defined in the accepted quotation the relevant ("**Purchase Order**"),
- the terms according to the contract, especially as defined in the order;
- these Terms of Contract,
- generally applicable technical guidelines and specialized standards, in particular including the international standards and proposals of the Internet Engineering Task Force (IETF), as documented in the Request for Comments (RFC) and the W3C (World Wide Web Consortium).

In case of discrepancies, the contractual agreements shall apply in the foregoing order.

### 3. JustRelate Services – Purchase Order and Organization

- 3.1. The Contractual Partners shall agree services to be performed concretely in the Purchase Orders to be agreed separately.
- 3.2. JustRelate shall perform the services according to the Purchase Orders. The decision on the contracting of JustRelate and the use of JustRelate services is solely up to the Client.
- 3.3. JustRelate is authorized to perform the services in full or in part through third parties as subcontractors, without requiring the Client's agreement for this.
- 3.4. Unless agreed otherwise in the Purchase Order, JustRelate shall not perform any programming, configuration and installation services.

In the event that the performance of programming, configuration and installation services or other services and the handover of work results is agreed, the following conditions shall apply, unless agreed otherwise in the Purchase Order:

- JustRelate shall grant the Client a simple, non-transferable right to use and modify the results within the scope of the purpose of the contract. The Client undertakes to use the results exclusively according to the contract and neither transfer nor assign it to third parties nor make it accessible to third parties in any other way and manner.
- If the result is Software, the following shall apply in addition: The Client is not authorized to "reverse engineer", decompile, disassemble or use any part of the Software to create a separate application. The Client guarantees that the Software will be stored in a manner that prevents the unauthorized reproduction of the Software by third parties in the best possible way. The executable program files of the Software, including the user documentation, will be delivered. The source code for the Software is not part of the scope of delivery.
- The delivery of results shall include documentation of the services, in particular the programming, configuration and installation services.

Insofar as work results are created, JustRelate reserves the right in all cases to the other optional use of the results and the underlying concepts; in the case of Software this shall apply in particular to the program source codes.

- 3.5. Unless agreed otherwise in the Purchase Order, the Client shall perform data migrations on its own. JustRelate shall prescribe a defined data format to the Client for the data migration in which the Client shall transfer and provide its pre-existing data set. The Client shall bear the risk that the pre-existing data are present in the defined data format and that no data inconsistencies are present, which will lead to a corrupt or incomplete data migration. The Client is obligated to make a data backup prior to the implementation of the data migration.
- 3.6. Both Contractual Partners shall appoint one responsible contact person each, if possible, before, whereas at the latest at the start of the service performance.

## 4. Client's Responsibility and Cooperation

4.1. The required integration of the JustRelate services according to the contract requires that the Client cooperates at no cost in the contract performance and rectification of defects, whereas this contribution is not a mere obligation of the Client but a true liability for a primary performance. The Client shall, in particular

- make all documents and information required for the performance of the services available to JustRelate on time and without request. Where this concerns electronic documents, the Client shall provide these in standardized formats that are readable across platforms (PDFs, text);
- ensure that the employees and subcontractors assigned by JustRelate can perform the installation of the hard and software components on site where necessary; if work must be performed on site, the required workstations for employees of JustRelate shall be made available at the Client for the duration of service performance, notably equipped with the customary workstation computer systems that are technical necessary for the service performance (they must in any case have a possibility for printing and unrestricted internet connection);
- grant access to the Client's system via TCP/IP direct connection (SSH and/or site-to-site VPN connection or on site at the choice of JustRelate) and to the system administration, and the data sets required for the analysis and handling of faults (this can be an access, e.g. at the system level via SSH (Secure Shell) or to web services via https);
- perform regular data backups as well as a data backup before every intervention by JustRelate into the existing IT systems (JustRelate shall inform the licensee of such interventions on time);
- ensure that the personnel from the involved departments of the Client can always be contacted to the required extent for technical assistance and that the Client's system administrator can always be contacted and is available to the required extent for technical questions and in case of a need for information;
- support necessary adjustments and expansions to the hardware periphery, and the basic software as well as other software environment in the context of the general technical advancement, in consideration of the platforms supported by JustRelate, and upon agreement with JustRelate, on its own and at its own cost. Any change to the hardware periphery or the basic software and other software environment shall only be permissible upon agreement with JustRelate.

4.2. The workstations and the TCP/IP direct connection (SSH and/or site-to-site VPN connection) shall be provided by the Client to JustRelate on the start of the service performance. If additional expenses become necessary for the performance of the contractual services of JustRelate due to the lacking availability of the workstations or electronic direct connection with or without

contribution or omission by the Client, the Client shall bear all costs related to the additional expense, which JustRelate was permitted to spend at equitable discretion.

JustRelate shall not be liable for damages arising in consequence of a delay in time with the service performance, if this delay is due to cooperation by the Client not being in compliance with the contract.

## 5. Remuneration and terms of payment

- 5.1. All services and deliveries of JustRelate shall be remunerated on the basis of time and material (plus the respectively applicable value added tax), unless defined otherwise in the contract, in particular in the Purchase Order). Deliveries and services that are performed on a workday after regular business hours (09:00 AM to 05:00 PM CEST) or on a Saturday shall be remunerated at a 50% surcharge. The surcharge for deliveries and services performed on a Sunday, a federal holiday or a holiday in the states of Berlin or Bavaria shall be 100%. The respectively current price lists of JustRelate apply.
- 5.2. Unless expressly agreed otherwise, the indicated prices are understood as net prices in euro (EUR) plus the respective value added tax.
- 5.3. The remuneration shall be invoiced monthly in retrospect, unless agreed otherwise in the contract, in particular in the Purchase Order. The remuneration shall become due on receipt of the invoice.
- 5.4. Payments shall be made within fourteen (14) calendar days after the due date without deduction of any discounts. In the event of payment default, JustRelate may
  - demand appropriate dunning fees without further warning;
  - demand default interest in the amount of nine percentage points above the respective base interest rate without further warning, without prejudice to claims of further damages;
  - threaten the Client in text form with the discontinuation of the services and discontinue the services fourteen (14) calendar days after the threat, whereas at the earliest fourteen (14) calendar days after the start of default.
- 5.5. All deliveries and services of JustRelate shall be made exclusively subject to the reservation of title. Only after the full payment of the remuneration shall JustRelate transfer the rights, if any, required for the use of the results to the Client.
- 5.6. The Client may offset only against counter claims established as final and absolute or against claims that are uncontested. The Client may claim withholding only for counter claims based on this contract.

## 6. Data Privacy and Commissioned Data Processing

- 6.1. JustRelate shall comply with all requirements pursuant to the General Data Protection Regulation (GDPR) and other applicable data protection laws, and it has in particular taken all measures relating to personnel, and all technical and organizational measures required for this purpose.
- 6.2. For the performance of the services, JustRelate shall only process the data necessary for the performance.
- 6.3. The Client as well shall observe all requirements under the General Data Protection Regulation (GDPR) and other data protection laws. It shall ensure, in particular, by corresponding security measures that JustRelate cannot accidentally access data sets and systems not required for the fault repair.

If the Client cannot rule out that JustRelate will come into contact with personal data in the course of the performance of the services, the services shall be performed by JustRelate Services exclusively on behalf of the Client in the form of commissioned data processing pursuant to Art. 28 GDPR. In this case, JustRelate and the Client shall conclude an agreement on commissioned data processing pursuant to Art. 28 GDPR on the basis of the corresponding standard contract of JustRelate.

- 6.4. The Client is aware that JustRelate and its subcontractors may be compelled based on orders by authorities or courts to surrender or disclose the Client's data.

## 7. Confidentiality

The Contractual Partners undertake to keep the knowledge obtained in the context of the object of the contract – especially technical or financial data and other knowledge – secret and use it solely for the purposes of object of the contract. This shall not apply to information, which is or becomes publicly accessible without unauthorized contribution or omission by the Contractual Partners or which must be made accessible based on a court order or a law.

## 8. Liability and Liability Limitation

- 8.1. JustRelate shall be liable without limitation for damages arising from the injury to life, body or health, and for intent and gross negligence.
- 8.2. If no case of Sections 8.1 is given, JustRelate shall be liable in case of simple negligence only for the breach of an essential contractual duty (so-called cardinal duty), the fulfillment of which permits the regular performance of the contract in the first place and on the fulfillment of which the Client may regularly rely. The liability of JustRelate shall be limited in this case to the damage predictable and typical for the contract. The liability of JustRelate is furthermore limited in amount to at most EUR 250,000 per damage event.
- 8.3. JustRelate shall be liable for the loss of data in accordance with the foregoing paragraphs only if and insofar as such a loss could not have been avoided by appropriate data backup measures taken by the Client.

- 8.4. JustRelate shall owe fulfillment of the duty of care as customary in the industry. For the assessment of whether JustRelate has fault, it must be considered that software cannot in fact be created completely without faults.
- 8.5. JustRelate shall not be liable for acts of God, which make performance of the services at subject of the contract impossible for it or which merely complicate the regular performance of the contract significantly or temporarily. Deemed acts of God are all circumstances, which are outside of the intent and control of the Parties, such as war and other military conflicts, mobilizations, blockades, internal unrest, terrorist attacks, embargo, seizure, natural disasters, illegal strikes and other labor disputes, government measures, decisions by authorities or other serious and unpredictable circumstances not the fault of the Parties. A circumstance will be deemed an act of God if it occurred after the conclusion of the contract.
- 8.6. Liability based on compulsory law, especially according to the Product Liability Act shall remain unaffected.

## 9. Contract period and termination

- 9.1. This contract shall enter into force upon its signing, unless agreed otherwise.
- 9.2. The minimum term is set in the contract. If no minimum term is defined in the contract, a minimum term of twelve (12) months shall apply. After the end of the minimum period, the contract will extend annually for another twelve (12) months, respectively, without any action by the Parties. The contract can be terminated ordinarily with a notice period of three (3) months, for the first time toward the end of the minimum term
- 9.3. The right of extraordinary termination for good cause without notice remains unaffected.

## 10. Duties of Loyalty

- 10.1. JustRelate and the Client undertake mutual loyalty. It is prohibited during the term of the contract and for a period of twelve (12) months following its termination to hire or otherwise employ staff or former staff of JustRelate Cloud Services, who is or was assigned to work on the performance of services for the Client during the term of this contract.
- 10.2. In each case of violation against Section 9.1 clause 2, JustRelate shall be entitled at its choice
  - either the contract and, if applicable, any contracts concluded between the Contractual Partners for JustRelate Cloud Services without notice; or
  - demand payment of a contract penalty to be set at the equitable discretion of JustRelate, which shall be reviewed by the competent court in case of a dispute.

## 11. Final Provisions

- 11.1. JustRelate is permitted to name the Client as a reference customer for advertising purposes and in press releases.
- 11.2. Exclusively the law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 11.3. The exclusive place of jurisdiction for all legal disputes arising from and in connection with the contract is Berlin; nonetheless, JustRelate shall be entitled to sue the Client at the place of its registered office.
- 11.4. If individual provisions of this contract should be or become fully or partly invalid, the validity of the remaining provisions shall not be affected by this. The Contractual Partners undertake on this day already to replace the invalid provision in that case by a provision that comes closest to the economic purpose of the invalid provision. The same applies to any omissions in the provisions of the contract.