

# Terms and Conditions of Ceteris AG

## 1. General, scope

- 1) These Terms and Conditions apply to all business relationships of Ceteris AG (referred to below as "contractor") with clients who provide services by Ceteris AG for the client and for ongoing and future business relationships with the same client. These terms and conditions only apply if the client is an entrepreneur (§ 14 BGB), a legal entity under public law or a public-law special asset.
- 2) These Terms and Conditions apply exclusively. Dissenting, opposing or supplementary terms and conditions of the client are deemed to have been agreed only when Ceteris AG expressly agreed to its validity.
- 3) Individual agreements made in individual cases with the client (including side agreements, additions and amendments) take precedence over these Terms and Conditions in any case.
- 4) References to the validity of legal provisions have only clarifying significance. Even without such clarification, therefore, the legal provisions apply, provided that they are not directly amended or expressly excluded in these Terms and Conditions.

## 2. The provision of services and the implementation of the work

- 1) In accordance with the requirements made by the client under this contract, the contractor will carry out the contractually agreed work for the client using scientific and industry-standard diligence to the best of its ability on the basis of the utmost. To carry out the latest state of science and technology as well as using existing or experienced knowledge and experience gained during the course of the cooperation. All relevant standards, regulations, guidelines and legal provisions must be observed by the contractor.
- 2) The contractor will report to the client in writing on request
  - on the respective status of the work on the subject matter of the contract to an appropriate extent;
  - Specify the workload required at the time of the report,
  - provide insight into his documents on the work on the subject matter of the contract and
  - enable an exchange of views with its editors of the subject matter in a place to be agreed.
- 3) The customer's initial stated performance requests and – characteristics do not absolve the contractor of its responsibility for a technically sound and economical solution. Should a requirement of the client preclude this or if changes or improvements to this requirement appear necessary or appropriate for another reason, the contractor is obliged to use this in good time with the client. Behave to put.
- 4) The parties shall provide free of charge all information and documents necessary for the implementation of this contract. If the contractor requires access to the contractor's computer system in order to provide the consulting service, the contractor shall provide this access and, if necessary, the computer system itself free of charge to the contractor.
- 5) If the contractor determines that the client is not fully informed about the scope of the consulting services or is based on misconceptions as to the purpose of the consulting, he will inform the client in writing. However, the contractor assures that he was sufficiently and

appropriately informed by the client of the content, purpose and scope of the services to be provided before signing this agreement.

- 6) The contractor shall ensure that the persons entrusted with the fulfilment are qualified to fulfil the contract. In this context, the client assures in particular that he has the experience, qualifications, staff, equipment, facilities, financial resources and other resources required to provide the services. The contractor assures that he will do everything necessary for him to maintain these conditions during the term of this contract.
- 7) During the fulfillment of a fixed price order, the client has the right to demand the changes to the form, nature and extent of the service necessary for the fulfillment of purpose, without affecting the validity of the contract. Should this exceed the proposed financial scope of the contract and/or the scheduling, the contractor will inform the contractor immediately in writing. Otherwise, the agreed remuneration scope or scheduling will not be affected. Any changes in this case will not be agreed as binding until a supplementary written agreement has been reached between the parties on the remuneration of the additional costs and on the timetable.
- 8) The contractor is obliged to protect the interests of the client in the performance of the order and to take all measures handed down to his discretion solely on the basis of objective examination.
- 9) The contractor is not responsible for the accuracy of the data and information provided by the client.

### **3. Participation of the client**

- 1) The client is obliged to participate as far as it is necessary to complete the order properly.
- 2) The client will appoint the contractor a contact person for the project who has the authority to decide disputes. The client informs the contractor of all processes and circumstances that are important for the execution of the order.
- 3) The client will appoint a responsible project manager to the contractor, who will provide the employees from the specialist areas for the project work after prior consultation.

### **4. Warranty**

The contractor shall provide in accordance with the statutory provisions of the BGB (§ § 633 ff.) Guarantee the contractual nature of his services. Point. 5 (Liability) of these Terms and Conditions shall remain unaffected.

### **5. Liability**

- 1) In so far as nothing else emerges from these Terms and Conditions, including the following provisions, the Contractor shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant legal provisions. Rules.
- 2) The contractor is liable for damages-regardless of the legal reason-in the event of wilful intent and gross negligence. In the event of simple negligence, the contractor is only liable
  - a) for damages resulting from injury to life, body or health,
  - b) b. for damages resulting from the violation of an essential contractual obligation (obligation, the fulfillment of which enables the proper implementation of the contract in the first place and to comply with it The contractor is regularly trusted and allowed to

trust); In this case, however, the contractor's liability is limited to compensation for the foreseeable, typically occurring damage.

- 3) The limitations of liability resulting from paragraph 2 do not apply if the contractor has fraudulently concealed a defect or provided a guarantee of the nature of the work. The same applies to the client's claims under the Product Liability Act.

## 6. Work result and rights of use

- 1) The results of the work are all information, documents, files, data collections and data processing programmes in source and object program form as the results of the contractor. Work results also include any ideas, inventions, algorithms, procedures, specifications, manuals, documentation, tests, and all other documents, writings, and data collections that have arisen before and during the fulfillment of the contract. If a work result is not yet available in full or finished form, the respective parts will also be regarded as a work result within the meaning of an order.
- 2) The client has the sole right to have all work results resulting from the contractor's activity recycled or exploited without any material, temporal and spatial limitation.
- 3) To the extent that work results constitute protective inventions and technical suggestions for improvement within the meaning of the Law on Employee Invention (ArbEG), the rights of the parties are governed by the Law on Employee Findings. The contractor will immediately notify the client of service inventions in writing separately within the meaning of ArbEG.
- 4) For work results that constitute copyrighted works under the Copyright Act, the contractor already grants the client the exclusive, indefinite-time and spatially unlimited right of use for all known types of exploitation. This includes, in particular, the right to make amendments and edits, as well as other transformations, to reproduce, publish, disseminate and disseminate the results of work in the original or in modified, edited or redesigned form. Transfer wirelessly via transmission lines or otherwise and to use them to operate data processing equipment. All rights to a commercial exploitation of the work result are vested in the client.
- 5) The client does not require further consent on the part of the contractor for the full or partial exercise of this right.
- 6) In particular, the client has the power to transfer all or part of the rights to work results to the client to third parties without any further consent by the contractor, or to grant third parties corresponding rights.
- 7) The client acknowledges that there is no obligation to copyright.
- 8) By paying the agreed fee, the transfer of rights of use and exploitation has been compensated. To the extent that the Employee Invention Act applies to the results of the work, the contractor's entitlement to remuneration remains unaffected under the provisions of this Act.
- 9) The contractor is not entitled to use work results directly or indirectly.
- 10) The client agrees that the contractor may designate him as a reference.

## 7. Protection rights of third parties

- 1) The contractor undertakes not to infringe any intellectual property rights of third parties or copyrights of third parties through his contractual services.
- 2) If the client is claimed by a third party for omission or compensation due to the provision or use of the contractual services, the client will inform the contractor. The contractor is obliged to assist the client to the best of his ability in the defence of such claims.
- 3) If it transpires that foreign intellectual property rights or copyrights must be used in accordance with the client's specifications, or if this is a risk, the other contracting party must be able to do so without delay. Notify.

## 8. Secrecy and data protection

- 1) The parties are obliged to provide them with any information that becomes available to them in connection with the contract, which is described as confidential or which, due to other circumstances, will be available as business or business or Trade secrets are recognizable to keep secret and –, unless expressly authorized in writing beforehand or offered to achieve the purpose of the contract – neither record nor pass on to third parties or to exploit them in any way. Confidential information may also be made available to its own employees only to the extent that this is necessary in order to carry out the given task. They may only be made available to third parties to the extent that the other party agrees to this in writing beforehand. The duty of confidentiality is also subject to all employees, advisers or other persons in contact with the contracting parties.

This excludes the information:

- which was already known to a contracting party before the start of the contract negotiations or which are communicated as non-confidential by third parties, unless they in turn violate confidentiality obligations;
- which the contractors have developed independently of each other;
- which, through no fault of their own or through the consent of the contracting parties, are or will be publicly known or
- which must be disclosed on the basis of official or court orders.

In the latter case, the disclosed contractor must inform the other contractor immediately prior to disclosure. Further legal obligations to confidentiality remain unaffected.

- 2) The contractor shall ensure that the data processing equipment and data sets available to him comply with the applicable laws and special data protection regulations. This applies in particular with regard to the collection, processing, modification, transmission and deletion of data and data sets.
- 3) The Contractor shall ensure that, in the context of the performance of this contract, he does not take any action that violates data protection regulations. This means, in particular, but not conclusively:
  - The Contractor acknowledges that the Data Protection Officer to be appointed by the Contractor must monitor the proper application of the data processing programs and accordingly the Contractor agrees with the Data Protection Officer in advance in individual cases.

- The contractor shall ensure that all persons commissioned by him have been obliged to maintain confidentiality and to comply with data protection.
- 4) If personal data is processed or used for the client, the following applies:
- The client is responsible for the legality of the data to the contractor.
  - The contractor will process or use the personal data coming from the client solely in accordance with his instructions and for his purposes.
  - The contractor will protect the security of the processing and will take technical and organisational measures to this end.
  - The client is entitled to monitor the measures together with the data protection officer responsible for the contractor.
  - The Contractor shall also grant the Client access rights for the Data Protection Officer(s) as well as access and audit rights for the auditor or auditors by the Client, accompanied by an employee of the Contractor and after prior agreement with the Contractor to carry out audit scans.
  - The contracting parties will inform each other immediately about identified or suspected defects in data protection and data protection as well as support in the rectification of the defects.
  - Furthermore, all necessary protective measures against mixing/access by other contractors of the contractor are carried out.

## **9. Transferability**

- 1) The transfer of the contractor's rights and obligations from this agreement to third parties –, in whole or in part – is only possible with the written consent of the client.
- 2) In the event of the granting of consent, the third parties shall in any case be obliged to maintain secrecy by the contractor in accordance with this contract. The intellectual property rights and use agreements entered into in this contract must not be affected.
- 3) Services provided to the contractor by third parties are considered to have been provided by the contractor under this agreement.

## **10. General Regulations**

- 1) The place of performance and place of jurisdiction of this contract is Berlin.
- 2) All rights and obligations under this contract relating to intellectual property rights, property, rights of use, secrecy and guarantee shall remain valid even after the expiry of the contract.
- 3) Side agreements to this agreement have not been made at the time of the signing of this agreement.
- 4) Additions and amendments to this contract require written form. The same applies to the repeal of this written form clause.
- 5) Should provisions of this contract be or become invalid, this will not affect the validity of the remaining provisions of the contract (Salvatory clause). The Contracting Parties undertake to replace the invalid provision or loopholes in the rules, which are not intended by the parties after an informed assessment of the contract, with such an effective provision which the parties would have agreed, provided that they are Conclusion of that contract or, in the subsequent inclusion of a provision, would have known the ineffectiveness or lack of the provision.
- 6) These Terms and Conditions replace all previous versions.