

Terms and Conditions of RISIMA Consulting GmbH

As of: 01/06/2023-EN; Version: 2.0

1. Scope and conclusion of contract

- 1.1 These Terms and Conditions apply to services provided by RISIMA Consulting GmbH (hereinafter referred to as RISIMA).
- 1.2 RISIMA provides its services in accordance with the individual contract concluded with the Customer, the respective product description and these Terms and Conditions.
- 1.3 In the event of any contradictions between the aforementioned documents, the documents shall take precedence in the order stated, unless otherwise agreed in the individual contract. Licence and software agreements to be concluded between the Customer and the software producer shall remain unaffected and shall take precedence over the respective product description and these Terms and Conditions in the event of any contradictions.
- 1.4 Deviating terms and conditions of the Customer shall not become part of the contract unless their validity is expressly agreed in writing. Any standardised reference to the Customer's terms and conditions shall be rejected.
- 1.5 Written offers of RISIMA are valid for 4 weeks after the date of creation, unless the individual contract offer mentions a different validity, or is marked as non-binding, subject to change or similar. The Customer may accept the offer within the aforementioned validity period in writing, in electronic form or by e-mail through an order confirmation. The Contract is concluded upon receipt of the order confirmation by RISIMA.

2. Services of RISIMA

- 2.1 The scope of services is defined in the individual contract and in the respective product description, including any detailed descriptions of the software by the relevant producer referred to therein.
- 2.2 Deviations that represent technical improvements are permissible insofar as they do not impair the usability for the contractually intended purpose. RISIMA is free to implement said technical improvements, provided that the implementation is in accordance with the contractual provisions.
- 2.3 Unless otherwise agreed and subject to applicable software producer licence terms, RISIMA grants the Customer a non-exclusive, time-limited right to use the provided software for business purposes for the Customer's own use. Further contractual rules of use (such as restriction to a certain number of individual computers or persons) shall be established technically and complied with. The Customer may not transfer the rights granted to third parties or enable third parties to use the software in any other way. The Customer shall have no claim to the transfer of the source code.
- 2.4 RISIMA may commission third parties with the provision of services.
- 2.5 The deadlines and dates for services promised by RISIMA are always approximate unless a fixed deadline or date has been expressly agreed.
- 2.6 Unforeseeable events, such as force majeure, official measures, and other disruptions over which RISIMA has no control and for which it is not responsible, shall release RISIMA from its obligation to provide services in good time for the duration of the disruption and for a reasonable grace period required to restore services. If the disruption lasts longer than four weeks, the Customer may withdraw from the Contract.

- 2.7 Insofar as events referred to in the aforementioned provision make it substantially more difficult or impossible for RISIMA to provide services and the hindrance is not just temporary, RISIMA is entitled to withdraw from or terminate the Contract.
- 2.8 RISIMA is entitled to provide partial services if a) the partial service is usable for the Customer within the scope of the contractual purpose, b) the provision of the remaining service is ensured and c) the Customer does not incur any significant additional expenses or costs as a result (unless RISIMA agrees to bear such costs).

3. Cooperation and other obligations of the Customer

- 3.1 The Customer shall provide all necessary cooperation in full and in a timely manner so that RISIMA can provide its services.
- 3.2 The Customer undertakes to observe the software producer's licence conditions for the respective software referred to in the Contract. In the event of contradictions between the software producer's licence conditions and the rights of use granted under 2.3, the producer's licence conditions shall take precedence.
- 3.3 In particular, the Customer shall provide all necessary information and create all technical requirements. The Customer shall name a contact person for the provision of the services. If RISIMA provides software support, the Customer shall appoint 3 responsible employees as contact persons for software support who are exclusively authorised to submit support requests to RISIMA. Any enquiries by the Customer shall be coordinated by the responsible employees of the Customer and transmitted collectively in the interest of efficient software support; other employees of the Customer are not entitled to report or make enquiries to RISIMA.
- 3.4 If the Customer does not or not completely fulfil their obligations to cooperate, this may lead to the postponement of agreed service times.
- 3.5 The Customer is responsible for selecting the respective software. Before concluding the Contract, they have checked that the specification of the software corresponds to their wishes and needs.
- 3.6 The Customer shall be responsible for complying with any obligations to retain data in accordance with commercial law and/or tax law provisions.

4. Prices and terms of payment

- 4.1 The prices apply to the agreed scope of services and are subject to the applicable VAT.
- 4.2 Licence costs shall be invoiced annually in advance for the licence year in question. RISIMA is entitled to provide services only against advance payment; if this is not exercised, prices will be invoiced after provision of the services. The agreed prices are to be paid within 14 days of the date of invoice.
- 4.3 During the term of the Contract RISIMA is also entitled to change the invoicing and to make the provision of its services conditional on advance payment or the provision of security, in particular if, after the conclusion of the Contract, RISIMA becomes aware of circumstances which are likely to substantially reduce the creditworthiness of the Customer and which jeopardise the payment of the outstanding claims arising from the respective contractual relationship.
- 4.4 The Customer may only offset counterclaims or withhold payments due to such claims if the counterclaims are undisputed or have been established as final and absolute.
- 4.5 Objections by the Customer to invoice amounts must be raised in writing within 30 days of the invoice date. If the Customer does not raise any objections to RISIMA's invoices within the aforementioned period, the invoice amounts shall be considered approved. RISIMA will point out this legal consequence to the Customer in the invoice.
- 4.6 Claims against RISIMA may only be assigned with the prior written consent of RISIMA.

- 4.7 RISIMA may send invoices to the Customer in electronic form (for example, as a PDF document by e-mail).

5. Contract period, termination and suspension of services

- 5.1 If the individual contract stipulates that the contract is concluded for a specific duration or term, the contract shall end automatically upon expiry of the agreed period without the need for termination. If the individual contract stipulates that the contract is concluded for a specific duration or term and is thereafter automatically renewed for a further year in each case, the contract may be terminated with three months' notice to the agreed end of the term. The agreed term of the contract begins on the day on which the producer of the software sends the licence to the Customer, unless otherwise agreed in the individual contract.
- 5.2 The right to terminate without notice for good cause remains unaffected. Good cause is deemed to exist for a party in particular if the respective other party breaches essential obligations of this Contract and does not remedy this breach within a reasonable period of time despite a written request to do so.
- 5.3 Notices of termination must be in writing.
- 5.4 The respective software support ends with the termination or expiration of the contract.
- 5.5 The Customer is obliged to discontinue the use of the software and to uninstall any installed software upon termination of the contract. The Customer shall confirm the fulfilment of the aforementioned obligation at the request of RISIMA.
- 5.6 RISIMA is entitled to restrict or suspend its services should this be necessary due to force majeure or legal or regulatory requirements or should the conditions for termination without notice pursuant to Section 5.2 apply. In such a case, RISIMA will inform the Customer thereof.

6. Confidentiality and data protection

- 6.1 The Parties are obliged to treat as confidential all confidential information obtained under the contractual relationship, in particular business and trade secrets. The Parties shall only make the information accessible to employees and other third parties who require access to perform their official duties related to the fulfilment of the contract. The duty of confidentiality shall continue to apply after termination of the cooperation. Mandatory statutory obligations to provide information shall remain unaffected by the duty of confidentiality.
- 6.2 The parties undertake to comply with the applicable data protection provisions, in particular the General Data Protection Regulation (DSGVO) and the German Federal Data Protection Act (BDSG).

7. Warranty

- 7.1 Unless otherwise agreed below, the statutory warranty rights shall apply in the event of defects in the services.
- 7.2 Insofar as applicable to the respective service concerned, the following shall apply: If the service is defective, the Customer shall grant RISIMA a reasonable period to remedy the defect. If RISIMA is unable to remedy the defect, RISIMA has the right to make a further attempt to remedy the defect. If this attempt to remedy the defect is unsuccessful, the Customer may demand a reduction of the price or, in the case of significant defects, terminate the contract extraordinarily after setting a deadline to no avail.
- 7.3 The Customer must notify RISIMA of any defects without delay.

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- 7.4 The warranty does not cover any service impairment that is the fault of the Customer (for example, incorrect operation or commissioning by the Customer).
- 7.5 Claims for defects in accordance with other mandatory statutory provisions (such as in the case of services under a rental agreement or in the case of fraudulent intent) shall remain unaffected.

8. Liability

- 8.1 RISIMA shall be liable without limitation for damage caused by RISIMA or its vicarious agents intentionally or through gross negligence.
- 8.2 If RISIMA causes damage through slight negligence, RISIMA is only liable for the breach of material contractual obligations (cardinal obligations), whereby the liability of RISIMA is limited to the foreseeable damage typical for the contract. Material contractual obligations are obligations on account of which the contract was concluded and on the observance of which the respective contractual partner could rely.
- 8.3 The above liability limitations do not apply to damages arising from culpable injury to life, limb or health or under the Product Liability Act and other mandatory liability provisions.
- 8.4 Data backup is not included in RISIMA's contractual catalogue of services, which means that the Customer is responsible for regularly backing up their data. If data is lost for which RISIMA is responsible, RISIMA is therefore only liable for the costs of copying the data from the backup copies to be made by the Customer and for restoring the data that would have been lost even if the data had been properly backed up.
- 8.5 RISIMA's liability regardless of negligence or fault for damages for defects existing at the time of the conclusion of the Contract is excluded.
- 8.6 Insofar as liability is effectively excluded or limited, this shall also apply to the personal liability of employees, executive bodies, representatives, and vicarious agents.

9. Legal compliance and exemption

- 9.1 The Customer undertakes to comply with statutory and official regulations and not to infringe on any third-party rights when using the services. The Customer is obliged to indemnify RISIMA immediately against all claims of third parties, irrespective of the legal grounds, which are due to unlawful use of RISIMA's services by the Customer or their end customers.
- 9.2 If import or export regulations (e.g., US export controls) apply to the Customer's use of the software, the Customer is obliged to observe these and to obtain any necessary permits or licences on the Customer's own responsibility. The Customer shall indemnify RISIMA from any liability based on an import or export regulation violation committed by the Customer.
- 9.3 The Customer undertakes to provide RISIMA with all necessary information required for legal defence free of charge. The Customer undertakes to support RISIMA in its legal defence to the best of their ability and free of charge.

10. Troubleshooting and software support

- 10.1 The Customer shall notify RISIMA of any faults in RISIMA's services by e-mail immediately after they have been detected, giving a precise description of the fault. The Customer shall cooperate in the fault analysis and rectification by informing RISIMA precisely and comprehensively about any problems occurring and by providing the necessary data. The troubleshooting services are provided within the scope of the respective license agreement with the software producer (EULA). If the Customer reports a fault and RISIMA determines that the fault did not exist or was not within its area of responsibility, RISIMA is entitled to charge the Customer for the expenses incurred, unless this is a contractually agreed support service provided by RISIMA. The

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- aforementioned obligation to bear the costs only applies if the Customer could have recognised that there was no fault for which RISIMA was responsible by exercising the necessary care.
- 10.2 RISIMA shall provide support services to the Customer outside its warranty obligations in accordance with the applicable product description by telephone and/or by means of remote data transmission. Insofar as provisions are required for the provision of RISIMA support for software applications, the Customer shall provide these in good time, in full and free of charge.
- 10.3 If the software concerned belongs to other producers and if the software has defects which RISIMA cannot remedy for reasons of licensing law or fact, RISIMA will, at its discretion, assert its warranty claims against the software producer for the account of the Customer or assign them to the Customer. Claims against RISIMA exist in the case of such defects, provided all other requirements are met, only if the judicial enforcement of the warranty claims against the software producer was unsuccessful or is futile, for example due to insolvency.
- 10.4 The Customer undertakes to use regularly updated security software and to check its data before transmission using state-of-the-art anti-virus software and to use RISIMA's services only for the intended purpose.
- 10.5 The Customer may not store, transmit or make accessible any content that violates copyrights, impairs personal rights or constitutes a criminal offence.

11. Transfer of rights and obligations

- 11.1 RISIMA is entitled to transfer all rights and obligations under this Agreement to a group company within the meaning of Sections 15 et seq. AktG (German Stock Corporation Act). RISIMA shall notify the Customer of any such transfer.
- 11.2 Such a transfer to another company is subject to approval by the Customer. The approval may be refused for an important reason.

12. Applicable law, place of jurisdiction and final provisions

- 12.1 The contractual relationship between the Customer and RISIMA is subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict of law rules do not apply.
- 12.2 The place of jurisdiction is Marburg, provided the Customer is a merchant or a legal entity under public law.
- 12.3 Verbal agreements are not made and have no effect. Additions and amendments to the agreements must be made in text form (as defined in Section 126b BGB (German Civil Code)) or electronic form to be effective, as must amendments to this form requirement, unless written form has been agreed or is required by law.