

# General Terms and Conditions for Services of VEEUZE GmbH

## § 1 Subject matter of the contract

1. The subject of the contract is the provision of the services specified in the contract or in its annexes by VEEUZE GmbH (hereinafter referred to as "VEEUZE") under the following conditions.
2. VEEUZE is not obliged to conclude a contract.
3. An employment relationship between the client and employees deployed by VEEUZE or subcontractors is not established by this contract.

## § 2 Remuneration, offsetting, right of retention

1. The remuneration for VEEUZE's services is set out in the contract and the annexes attached to the contract.
2. Unless otherwise agreed, VEEUZE will invoice the remuneration owed to the client separately monthly in arrears.
3. Invoices are due within 10 calendar days of receipt without deduction.
4. An invoice recipient other than the client may be agreed. The client's obligation to pay shall remain unaffected by this.
5. All prices are subject to VAT at the statutory rate.
6. The offsetting of the client with claims other than those that are undisputed, recognised by VEEUZE, legally established or ready for decision is excluded.
7. The exercise of a right of retention that is not based on a right arising from this contractual relationship is excluded for the client.
8. If the client does not fulfil its payment obligation, in particular for undisputed invoices, despite a reminder, VEEUZE has the right to suspend the provision of services until full payment has been made.

## § 3 Provision of services by VEEUZE

1. VEEUZE provides the services specified in the contract or its annexes.
2. The contractual services shall be provided during VEEUZE's valid business hours (Monday - Friday 08:00 to 17:00, excluding public holidays). Services outside normal business hours shall only be provided against separate remuneration.
3. VEEUZE provides its services on its own responsibility, whereby it is not subject to any instructions from the client with regard to the scheduling and organisation of the activities it undertakes. VEEUZE uses its employees as vicarious agents in the provision of services. They are exclusively subject to the instructions of VEEUZE.
4. VEEUZE is authorised to transfer contractual services to be provided by it in whole or in part to a third party without the prior consent of the client. However, the subcontracting of some or all contractual obligations does not release VEEUZE from the fulfilment of the contractual obligations towards the client.

## § 4 Obligations of the client

1. The client shall provide VEEUZE with the information and data required for the provision of services.
2. If acceptance is required under the service agreement or the law, the following provisions shall apply:
  - a) At the request of VEEUZE, partial acceptances are to be carried out for definable parts of the service that can be used independently or for parts of the service on which further services are based, if the parts of the service to be accepted can be tested separately. Once all parts of the service have been accepted, the last partial acceptance is also considered the final acceptance.
  - b) Partial or final acceptance shall be deemed to have been declared at the latest if the client does not refuse acceptance in writing within 10 working days after delivery of the service and a reasonable inspection period, stating reasons (fictitious acceptance), or if the client puts the service to be accepted into operation.
3. If specific expertise and know-how is absolutely necessary for VEEUZE to carry out the services, the client offers VEEUZE and its employees the opportunity to impart this specific expertise and know-how in theory and practice free of charge within the framework of this contract.
4. All transport costs as well as the costs of packaging, insurance, disposal and all other ancillary costs shall be borne by the client, unless expressly agreed otherwise in the contract or its annexes.
5. The client is obliged to adhere to deadlines agreed with VEEUZE and to fulfil the necessary obligations to cooperate, or to cancel these deadlines in good time (at least 3 days in advance) in writing (text form is sufficient) to the respective VEEUZE contact person. If the client does not meet agreed deadlines and/or necessary obligations to cooperate or does not cancel these deadlines in good time, VEEUZE reserves the right to charge the client for any expenses incurred.
6. The client is solely responsible for creating and maintaining app store accounts with third-party providers, including but not limited to the Google Play Store and the Apple App Store, and fulfilling their requirements. VEEUZE does not assume any tasks in connection with the creation or management of app stores. VEEUZE only delivers the finished application in a form that is suitable for uploading to existing app stores. The client is fully responsible for checking compliance with the respective guidelines and uploading the application to the stores. VEEUZE accepts no liability for delays or problems caused by errors or omissions in the creation or maintenance of the app stores on the part of the client.

## § 5 Deadlines and dates

1. Binding dates for deliveries or services require written confirmation by VEEUZE. Insofar as the contract dates cannot yet be bindingly agreed on a calendar basis, VEEUZE has the right to set contract dates according to § 315 BGB at its reasonable discretion.
2. An agreed deadline for deliveries or services (delivery deadline) begins on the date of the order confirmation. Unforeseen events that are not within VEEUZE's sphere of influence (including performance difficulties of the upstream supplier for which VEEUZE is not responsible) extend the delivery period for the duration of the hindrance and a reasonable start-up time. This also applies to strikes and lockouts. If the hindrance is not expected to end within a reasonable period of time, VEEUZE is entitled to terminate the respective service agreement in whole or in part without an obligation to subsequent fulfilment. Claims for damages by the client are excluded in this case.

## § 6 Warranty

1. In the case of a work performance, VEEUZE guarantees that the services to be provided by it correspond to the performance criteria described in the contract or in the annexes.
2. In the case of defective services, VEEUZE shall initially provide rectification or new production at its own discretion.
3. The liability for material defects for work services does not extend to services provided by VEEUZE that the client subsequently changes or intervenes in any other way, unless the client can prove that the intervention is not the cause of the defect. The client must notify VEEUZE in writing in advance of all changes that may affect the warranty, including the service level.
4. In the event of only a minor breach of contract, in particular in the case of only minor defects, the client shall not be entitled to withdraw from the contract.
5. Claims for defects on the part of the client shall expire 12 months after acceptance of the respective service.

## § 7 Liability

1. In the event of slightly negligent damage caused by VEEUZE, its legal representatives or vicarious agents, the liability of VEEUZE is excluded. However, the exclusion of liability does not apply to the breach of such obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the client may regularly rely. However, this liability is limited to such damages that must typically be expected in the context of the provision of services.
2. In the case of § 7 clause 1 sentence 3, liability is limited to the total order value.
3. Liability for data loss shall be limited to the typical recovery costs that would have been incurred if backup copies had been made regularly and in accordance with the risks involved.
4. VEEUZE assumes no guarantee or responsibility that an application developed or supported by VEEUZE will be accepted, published or approved by third-party platforms, including but not limited to the Google Play Store or the Apple App Store. The decision to accept an application is the sole responsibility of the respective platform operators and is subject to their guidelines and regulations. The client is responsible for checking the requirements of the respective app stores and ensuring that the submitted application complies with the applicable guidelines. Any changes required after rejection by the platform may incur additional costs.
5. VEEUZE accepts no responsibility for delays in the review and acceptance of applications by third-party platforms, including but not limited to the Google Play Store or the Apple App Store. Such delays are beyond the control of VEEUZE and cannot be used as a reason for non-compliance with deadlines or contractually agreed dates. Should deadlines be exceeded due to delays in app store acceptance, any liability of VEEUZE in this context is excluded. The client recognises that adherence to schedules is dependent on factors that may be beyond the control of both parties.

## § 8 Third-party property rights

1. If a third party asserts claims against the client due to the infringement of industrial property rights or copyrights (hereinafter: property rights) by the services provided by VEEUZE and the use of the services is impaired or prohibited as a result, VEEUZE shall, at its discretion and expense, either modify or replace the services in such a way that they do not infringe the property right but still essentially correspond to the agreed specifications, or release the client from usage/licence fees for the use of the services vis-à-vis the third party. If this is not possible for VEEUZE under reasonable conditions, VEEUZE will take back the service against reimbursement of the remuneration paid. VEEUZE can demand appropriate compensation from the client for the use of the service.
2. The prerequisite for the liability of the client in accordance with Section 1 is that the client informs VEEUZE immediately in writing of any claims by third parties due to an infringement of property rights, does not recognise the alleged infringement and only conducts any dispute, including any out-of-court settlements, in agreement with VEEUZE. If the client ceases to use the services in order to minimise damages or for other important reasons, it is obliged to point out to the third party that the cessation of use does not constitute an acknowledgement of the infringement of property rights.
3. If the client itself is responsible for the infringement of property rights, claims against VEEUZE in accordance with Section 1 are excluded. The same applies if the infringement of property rights is based on special specifications of the client, is caused by an application not foreseeable by the client or by the fact that services are modified by the client or used together with services not provided by VEEUZE.
4. VEEUZE shall only be liable for infringements of third-party rights within the European Union and the European Economic Area and at the place where the service is used in accordance with the contract.
5. Further claims by the client due to an infringement of third-party property rights are excluded.

## § 9 Termination, of contract

1. The mutual right of the parties to terminate the contract for good cause remains unaffected. If the good cause consists of a breach of a contractual obligation, termination is only permissible after the unsuccessful expiry of a reasonable deadline set for remedial action or after an unsuccessful warning. There is no need to set a deadline or issue a warning if the other party seriously and definitively refuses performance or if there are special circumstances that justify immediate cancellation after weighing up the interests of both parties. Termination can only take place within a reasonable period of time after knowledge of the facts justifying the termination. In particular, the parties have an extraordinary right of termination if one party

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- a) is insolvent or overindebted,
- b) insolvency proceedings against the assets of a party are rejected or discontinued due to insufficient assets to cover the costs of these proceedings, or
- c) a party has voluntarily or involuntarily initiated proceedings for its dissolution, liquidation or winding-up.

2. Any cancellation must be made in writing.

3. The above rights have no influence on VEEUZE's statutory fulfilment and/or compensation claims.

### § 10 Confidentiality

1. The parties undertake to keep confidential all information and data that becomes accessible to them in the course of the business relationship, which is designated as confidential or is recognisable as confidential due to other circumstances, in particular as business or trade secrets, and - unless necessary to achieve the purpose of the contract - not to record or exploit it in any way.

2. "Confidential information" is all embodied or oral information and data, such as technical or business data, documents or knowledge and possibly samples, which the contracting parties exchange in connection with the purpose stated in the preamble and which - if in writing, embodied in another form or transmitted electronically - is labelled as "confidential" or with a similar note or - if communicated orally - is designated as confidential or with a similar note when communicated. Even without express reference, information is confidential within the meaning of this agreement if a reasonable third party would consider this information to be worthy of protection and therefore to be treated as confidential. Confidential information includes all copies and summaries made thereof.

3. The obligations contained in section 1 do not apply to confidential information that

- a) were already lawfully known to the receiving party prior to their transfer without any obligation of confidentiality;
- b) is or becomes publicly available without the receiving party, its affiliates and/or its advisors being responsible for this, provided that confidential information is not deemed to be publicly available merely because only parts of it are or become publicly available;
- c) are lawfully disclosed or provided to the receiving party by a third party without a confidentiality obligation, provided that the third party - to the knowledge of the receiving party - does not breach its own confidentiality obligation when providing the information;
- d) have been authorised in writing by the transferring contractual partner.

4. "Third parties" are not employees of the parties who need them for the intended purpose and who are obliged to maintain confidentiality at least equivalent to this agreement on the basis of their employment contract or other written agreement. "Third parties" also do not include companies

affiliated with the parties pursuant to Sections 15 et seq. AktG (German Stock Corporation Act). Otherwise, the parties shall only grant access to confidential information to consultants who are subject to professional secrecy or who have previously been subject to obligations corresponding to the confidentiality obligations of this agreement.

5. The aforementioned obligations end 3 years after termination of the contract.

### § 11 Data protection

1. Personal data is processed for the purpose of establishing, executing, terminating and refinancing the contract on the basis of VEEUZE's legitimate interest. This also includes the transmission of the client's personal data to credit agencies to check creditworthiness.

2. If personal data is processed on behalf of the client, the parties shall conclude an order processing contract (AV) in accordance with Art. 28 GDPR. In the case of commissioned data processing, the client is generally responsible for compliance with the provisions of the GDPR and the BDSG with regard to personal data as the controller within the meaning of Art. 28 GDPR.

### § 12 Reference

The client grants VEEUZE a perpetual right to use the client's name and logo as a reference for marketing purposes, in particular for company brochures, tenders and websites.

### § 13 Final provisions

1. The client's general terms and conditions shall not apply. This shall also apply if the general terms and conditions of the customer have not been expressly rejected. Insofar as an order automatically generated by the purchasing system contains a reference to any purchasing or general terms and conditions of the client, the parties agree that, despite this reference, the order is not placed on the basis of these terms and conditions, but exclusively on the basis of the terms and conditions of this contract.

2. Amendments/additions to this contract after its conclusion must always be made in writing (text form is sufficient)

3. Should individual provisions of this contract be or become ineffective, the contracting parties are obliged to replace the ineffective provisions with an effective provision that comes as close as possible to the economic and legal content of the ineffective provision. The validity of the remaining provisions of this contract shall remain unaffected, unless the implementation of the contract represents an unreasonable hardship for one of the parties, taking into account the provision replacing the invalid provision.

4. German law shall apply exclusively. The place of jurisdiction for both parties is the registered office of VEEUZE.

Status: 01.01.2025