

General Terms and Conditions Part A – General Provisions

Part I – General Provisions

Section 1 Subject Matter

These General Terms and Conditions set forth the general provisions applicable to all contracts between the Customer and Almato AG (“Almato”). The individual contracts are also referred to here as Orders for formal reasons.

Part A governs the fundamental provisions applicable to all types of contracts, in particular:

- the purchase of standard software of other manufacturers for on-premises use;
- the purchase of standard software of Almato AG, for which the Almato Software License Terms (SLT) shall additionally apply;
- the rental of standard software of other manufacturers for on-premises use;
- the rental of standard software of Almato AG, for which the SLT shall additionally apply;
- the provision of maintenance services under a separate maintenance agreement (Part C);
- the provision of other services or works.

Special provisions for certain types of Orders are set out in Parts B through D. The applicability of these specific provisions shall be separately agreed in each case.

Part A contains in Part II the provisions on the transfer and use of rights in software and in Part III the provisions on the performance of services and works.

Section 2 Contractual Components, Exclusion Clause, Definitions

2.1 The provisions of Almato AG are structured as follows:

- Part A – General Provisions
- Part B – Purchase of Standard Software
- Part C – Maintenance Agreement
- Part D – Rental of Standard Software
- Annex DPA – Data Processing Agreement (where required)

as well as, where expressly agreed in the Order, the Almato Software License Terms (SLT).

These components apply to different areas of performance. In the event of any conflict, the more specific provisions shall prevail over the general provisions in Part A. To the extent the provisions of the Order deviate from the provisions of these GTC or any other contractual components, the provisions of the Order shall prevail.

2.2 Only the General Terms and Conditions (AGB) of Almato AG shall apply. The Customer's general terms and conditions shall not become part of the contract unless Almato has expressly agreed to their application in text form (Section 126b of the German Civil Code (BGB), as defined under German law). This also applies if Almato delivers or performs in knowledge of the Customer's conflicting or deviating terms and conditions. Missing provisions in the Customer's text shall be disregarded. Standardised references to the Customer's own general terms and conditions are hereby expressly rejected.

2.3 For the purposes of these General Terms and Conditions, the following terms shall have the meanings set out below:

“Delivery”: The provision of the supplied Standard Software or the developed Custom Software by means of a download link or by installation at the Customer's premises.

“Change”: A change, addition, or extension to the originally agreed scope of performance, requested by the Customer and agreed in writing.

“Third Party”: Any person or entity to whom Almato has not granted any usage rights to the Software.

“Documentation”: The user or operating manual associated with the use of the Software, in German or English, in digital form.

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“FOSS”: Free and Open Source Software not developed by Almato and subject to its own separate license terms.

“Custom Software”: Software developed or customised by Almato on behalf of the Customer.

“Customer”: Any legal entity, authority, public law entity, special fund under public law, or other organization acting in a business or official capacity that enters into an Order with Almato. Consumers within the meaning of Section 13 of the German Civil Code (BGB), as defined under German law are excluded.

“Order”: The contract concluded between Almato and the Customer. It consists of the order document (e.g., individual order, purchase order, order form, or other written agreement), these GTC, and all annexes and other contractual components specified in the order document and defines the type and scope of the services to be provided, the applicable contractual components, and the remuneration.

“Staff”: Employees of Almato as well as subcontractors and their personnel engaged with the Customer’s consent.

“Software”: A collective term for Standard Software and Custom Software.

“Standard Software”: Software that has not been developed or customised for a specific Customer.

“System”: The Customer’s technical system on which the Software is to be operated.

“System Environment”: All technical subsystems required for the proper operation of the Software.

“Technical Error”: A malfunction or incorrect results of the Standard Software, regardless of any statutory or contractual warranty obligations.

Section 3 Standard Software of Other Manufacturers

Software supplied by Almato may be partly based on, or entirely consist of, products from other manufacturers. In such cases, Almato acts as an authorized reseller. The license terms of these third-party providers shall be made available to the Customer upon request or, at the latest, at the commencement of the contract. The Customer undertakes to comply with these license terms. The respective manufacturer is solely responsible for their content and any legal consequences.

Section 4 Subject Matter of the Contract, Change

4.1 The subject matter of the contract shall be exclusively the products and services specified in the Order, together with the characteristics, intended purposes, and permitted uses defined therein.

4.2 Public statements – for example, in marketing materials, online portals, or project descriptions – shall not constitute an agreed quality within the meaning of Sections 434 and 633 of the German Civil Code (BGB), as defined under German law. Changes and errors are reserved.

4.3 A Change shall only form part of the contract if Almato has expressly agreed to it in text form (Section 126b of the German Civil Code, as defined under German law). Changes shall be remunerated either on the basis of the prices agreed in the Order or – where no deviating agreement exists – in accordance with the then-current Almato price list.

Section 5 Remuneration, Rights of Retention, Set-Off

5.1 The remuneration for the services to be provided by Almato shall be as set out in the Order. All payment terms, in particular partial payments, due dates, discounts, cash discounts, expenses, or travel costs, shall be specified therein. Travel costs and expenses shall – unless otherwise agreed – be invoiced in accordance with Almato’s applicable travel expense policy in its current version. Discounts and cash discounts shall apply only to the specific Order agreed in each case and shall have no effect on future Orders, unless expressly agreed in writing for such Orders.

5.2 All prices are net prices plus the applicable statutory value-added tax.

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5.3 Unless otherwise agreed in the Order, invoice amounts shall be payable without deduction within two (2) weeks of receipt of an invoice that complies with all statutory requirements and is verifiable, to the bank account of Almato specified in the invoice.

5.4 In the event of payment default, Almato shall be entitled to assert rights of retention and to suspend the provision of services, in particular to block access to the Software. The Customer shall be informed in writing or in text form prior to any blocking or deactivation. Almato may additionally notify the Customer verbally or in text form of an impending suspension.

5.5 The Customer shall only be entitled to set-off if its counterclaims have been finally adjudicated, are undisputed, or have been expressly acknowledged in writing by Almato. The same applies to retention rights.

Section 6 Default, Partial Performance, Transfer of Risk

6.2 If the Customer is in default of payment, Almato may, in addition to statutory default interest, also claim compensation for any damage caused by the delay.

6.3 If, despite a reminder and the granting of a reasonable grace period, the Customer fails to meet its payment obligation, Almato shall be entitled to suspend all ongoing services under all Orders, to withdraw from the Order, to reclaim delivered property, to revoke granted usage rights, and to invoice all costs incurred up to that point.

6.4 Almato shall be entitled to make partial deliveries and partial performance and may engage suitable Third Parties to perform the contract.

6.5 The risk of accidental loss or accidental deterioration shall pass to the Customer upon delivery of the Software or product. In the case of shipment, the risk shall pass upon handover to the transport company or any other third party commissioned by Almato at its reasonable discretion.

Section 7 Retention of Title, Reservation of Usage Rights

7.1 Until full payment of all claims under the respective contractual relationship (condition precedent), all ownership and usage rights shall remain with Almato.

7.2 In the case of purchase or work performance, the final transfer of usage rights shall only take place upon full payment. Until such payment, the Customer shall receive a revocable right of use.

7.3 In the event of revocation, all usage rights shall expire. The Customer shall immediately delete all copies of the program made; Almato may require proof of deletion in writing.

7.4 Physically delivered products shall remain the property of Almato until full payment. The retention of title shall extend to all claims existing at the time of delivery arising from the contractual relationship.

Section 8 Almato Staff

8.1 Almato undertakes to use only qualified and reliable personnel to perform the contractual services. The selection, technical supervision, and allocation of staff shall be the sole responsibility of Almato.

8.2 The performance of services, onboarding, and task-specific training of staff shall be carried out under Almato's sole responsibility. The staff shall be subject exclusively to Almato's right to issue instructions – regardless of the place of performance.

8.3 Almato's staff shall be entitled to be present at the Customer's premises during normal business hours, insofar as this is necessary for the fulfilment of the contract.

8.4 The Customer may deny Almato's staff access to its premises for good cause. If the cause is not attributable to Almato, Almato shall be entitled to request a reasonable adjustment of deadlines and remuneration.

8.5 At the Customer's reasonable request, Almato undertakes to replace a member of staff, provided this is reasonable and feasible within the scope of Almato's operational capabilities.

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8.6 Almato shall bear sole responsibility for compliance with all statutory, regulatory, and social security obligations towards the persons engaged. Almato shall indemnify the Customer against all corresponding third-party claims, in particular regarding salary and wage payments and all contributions arising from employment or service relationships, especially social security contributions. The arrangement of the legal relationship with staff and subcontractors shall be the sole responsibility of Almato.

Section 9 Liability

9.1 Almato shall be liable without limitation under statutory provisions – regardless of the legal basis –

- in the event of intent or gross negligence,
- in the event of culpable injury to life, body or health,
- in the event of an expressly designated “guarantee”,
- in the event of fraudulent concealment of a defect, and
- within the scope of mandatory statutory liability, in particular under the German Product Liability Act.

9.2 In cases of simple negligence, Almato shall only be liable for damages resulting from the breach of essential contractual obligations. Essential contractual obligations are those whose fulfilment is a prerequisite for the proper performance of this Agreement, on which the Customer regularly relies and may rely, and which protect the Customer’s essential legal positions. In such cases, liability shall be limited to compensation for the foreseeable, typically occurring damage. The maximum liability per contract year shall be the higher of the following amounts: (i) the remuneration paid by the Customer in that contract year for the affected service, or (ii) EUR 50,000.

9.3 Subject to Section 9.1, Almato shall not be liable for loss of profit, failure to realize savings, downtime, production stoppage, indirect or consequential damages, non-material damages, or damages resulting from third-party claims against the Customer.

9.4 Almato shall be liable for loss or destruction of data only if such loss or destruction has been caused intentionally, by gross negligence or by a breach of an essential contractual obligation. In such cases, liability shall be limited to the damage that would have occurred even if the Customer had properly and regularly backed up the data.

9.5 Almato assumes no liability for the content, accuracy, completeness or legality of the data processed or stored by the Customer. The Customer shall be solely responsible for verifying the results generated and ensuring their lawful use.

9.6 Almato shall be liable for damages in connection with the processing of personal data pursuant to Art. 82 GDPR exclusively within the scope of the statutory provisions and only insofar as such damages are attributable to a culpable breach of Almato’s data protection obligations. Almato shall in particular not be liable for damages resulting from incomplete or incorrect information provided by the Customer, from unlawful instructions, or from a breach of data protection obligations by the Customer as the controller.

9.7 Strict liability of Almato pursuant to Sec. 536a (1) Alt. 1 German Civil Code (BGB) (liability for defects already existing at the time of conclusion of the contract) is excluded, unless the defect concerns an expressly warranted characteristic.

9.8 The Customer is obliged to take reasonable measures to mitigate damages, in particular by performing daily backups of its data and verifying the software results before further processing.

9.9 Where Almato’s liability is excluded or limited, the same shall apply to the personal liability of its legal representatives, corporate bodies, employees, freelancers and other vicarious agents.

9.10 The Customer’s claims for damages or reimbursement of futile expenses shall become statute-barred within one year of the statutory commencement of the limitation period. This shall not apply to claims under Section 9.1.

Section 10 Defects in Quality and Title; Limitation Period

10.1 In the event of justified defect notifications, Almato shall first provide subsequent performance. Such subsequent performance may, at Almato’s discretion, be effected by delivering a new, defect-free program version, by remedying the defect, or by providing a reasonable replacement or workaround that avoids the

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effects of the defect. If an appropriate number of subsequent performance attempts, commensurate with the severity of the defect, fail or if subsequent performance is not effected within a reasonable period, the Customer shall be entitled to reduce the remuneration or – in the case of material defects – to withdraw from the contract in accordance with statutory provisions.

10.2 In the case of defects in title, the Customer shall inform Almato without undue delay of any third-party claims asserted that conflict with the contractual use of the service. The Customer authorises Almato to conduct the dispute with the third party alone, in and out of court. Almato shall assume the defence at its own cost and indemnify the Customer against all costs and damages associated with defending the claim, unless such costs and damages are attributable to the Customer's breach of duty.

10.3 If the reported impairment does not constitute a defect within the legal meaning but is solely a technical error outside statutory or contractual warranty obligations, the Customer may order its rectification separately. Such services shall be remunerated at the rates agreed in the Order or in accordance with the then-current Almato price list.

10.4 The limitation period for defect claims shall be twelve months from delivery or – in the case of work performance – from acceptance. Excluded from this shortened limitation period are claims arising from:

- intent or gross negligence;
- injury to life, body, or health;
- fraudulent intent;
- assumption of a guarantee;
- product liability.

In such cases, the statutory limitation periods shall apply.

10.5 Almato assumes no warranty for Free and Open Source Software (FOSS) or other third-party software provided by the Customer, unless its integration has been expressly agreed as part of the contract. For third-party software, the manufacturer's respective license and warranty terms shall otherwise apply.

Section 11 Customer's Duties to Cooperate

11.1 The Customer undertakes to provide all cooperation necessary for proper performance of the contract in a timely, complete, and cost-free manner.

11.2 In particular, such cooperation shall include:

- providing all relevant information;
- designating a project contact person responsible for the project;
- ensuring the necessary system access for Almato (e.g., remote access);
- granting access to business premises where required;
- assisting in fault analysis, in particular through documentation, screenshots, log files, or system access;
- complying with installation requirements and system environments;
- regularly backing up data.

11.3 If the Customer breaches its duties to cooperate and delays arise as a result, deadlines shall be extended accordingly. Almato shall be entitled to charge for any additional effort incurred at the rates agreed in the Order or in accordance with the price list.

Section 12 Force Majeure

12.1 Events of force majeure – i.e., unforeseeable circumstances beyond the control of either party which substantially hinder or temporarily render impossible the fulfilment of contractual obligations – shall release the affected party from its obligation to perform for the duration and to the extent of the disruption.

12.2 Force majeure shall include, in particular, natural disasters, war, civil unrest, terrorist acts, pandemics, epidemics and governmental measures, strikes, lockouts (including at suppliers), power or internet outages, cyberattacks, and serious outages at third-party providers or service providers.

12.3 Both parties shall inform the other party without undue delay of the occurrence and the expected duration of the disruption.

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12.4 If the disruption lasts longer than eight weeks, either party shall be entitled to withdraw from or to terminate the Order for cause to the extent affected.

Section 13 Confidentiality

13.1 The parties undertake to maintain confidentiality with respect to all confidential information disclosed in the course of their cooperation. This applies in particular to technical, commercial, or organisational information as well as to the contents of offers, contractual terms, and business operations.

13.2 Confidential information may only be disclosed to such employees or subcontractors who require it for the performance of the contract. Such persons shall themselves be bound by confidentiality obligations.

13.3 The obligation of confidentiality shall not apply to information which (i) was generally known at the time of disclosure or subsequently becomes generally known without breach of contract, (ii) was lawfully known to a party prior to disclosure, (iii) is lawfully disclosed by a third party without an obligation of confidentiality, or (iv) must be disclosed pursuant to statutory obligations or a court order.

13.4 The confidentiality obligation shall continue for a period of three years after termination of the respective contractual relationship.

Section 14 Data Protection

14.1 Where Almato obtains access to the Customer's personal data in the performance of the Order, processing shall take place solely within the scope of the instructions given and in compliance with applicable data protection laws, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

14.2 In such cases, the parties shall additionally enter into a data processing agreement in accordance with Article 28 GDPR (Annex DPA) under applicable EU law.

14.3 The Customer shall be responsible for ensuring compliance with all statutory requirements regarding the processing of personal data in the context of using the Software. Almato shall process personal data solely in accordance with the Customer's instructions.

14.4 The parties undertake to implement appropriate technical and organisational measures to ensure data security.

Section 15 Export Control, Sanctions Lists

15.1 Almato's performance of the contract is subject to the condition that there are no obstacles arising from national or international foreign trade regulations and no embargoes or other sanctions in force.

15.2 The Customer undertakes to comply with all applicable export and re-export control regulations. This applies in particular to the transfer of the supplied Software or technical information to third parties in Germany or abroad.

15.3 The Customer declares that it is not listed on any relevant national or international sanctions list. In the event of a breach of this declaration, Almato shall be entitled to withdraw from the contract.

Section 16 Form Requirement, Contract Language, Place of Jurisdiction

16.1 Amendments, supplements, or side agreements shall require text form (Section 126b of the German Civil Code (BGB), as defined under German law), unless statutory provisions require written form. This shall also apply to amendments to this clause. Text form expressly includes e-mail.

16.2 Contract documents and all contractual communication shall be in German. An English translation of the General Terms and Conditions is provided for information purposes only. In the event of any discrepancies between the language versions, only the German version shall prevail.

16.3 German law shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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16.4 The place of jurisdiction shall be Stuttgart if the Customer is a merchant, a legal entity under public law, or a special fund under public law. Almato shall also be entitled to bring an action against the Customer at the Customer's general place of jurisdiction.

Section 17 Final Provisions

17.1 If any provision of this contract is or becomes invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The parties undertake to agree on a provision that comes as close as possible to the economic purpose of the original provision.

17.2 Almato may identify the Customer as a reference in press releases, reference lists, on its website, or in presentations.

17.3 The Customer may assign rights and obligations under this contract to third parties only with Almato's prior written consent. Almato shall be entitled to assign rights and obligations under this contract to companies affiliated with it within the meaning of Section 15 of the German Stock Corporation Act (AktG), as defined under German law.

General Terms and Conditions Part A – General Provisions

Part II – License Terms

Section 1 General Provisions

1.1 This Part governs the terms for the use of software provided to the Customer under an Order. This includes Almato Standard Software, Standard Software of other manufacturers (“Third-Party Software”), and individually developed software (“Custom Software”), in each case including the associated Documentation.

1.2 For the purposes of this Part, “Software” includes the object code and – if provided by Almato or the respective manufacturer – the associated user and operating Documentation.

1.3 The Software shall be delivered either by providing a download link, by physical delivery of a data carrier, or by installation by Almato at the Customer’s premises.

Section 2 Rights of Use for Standard Software of Other Manufacturers

2.1 For Standard Software not developed by Almato, solely the applicable license or usage terms of the manufacturer (e.g., “End User License Agreement – EULA”) shall apply. Such terms shall be made available to the Customer prior to or at the latest upon delivery.

2.2 The Customer accepts these license or usage terms by installing or first using the Third-Party Software – regardless of whether the installation is performed by the Customer or by Almato.

2.3 The Customer undertakes to comply with such license or usage terms on its own responsibility. Almato shall not be liable for any infringement of rights resulting from non-compliant use of the Third-Party Software by the Customer.

2.4 Almato assumes no responsibility for the Third-Party Software beyond its delivery. Warranty, support, maintenance, and liability shall be governed by the terms of the respective manufacturer, unless Almato has expressly assumed an independent obligation.

Section 3 Rights of Use for Almato Standard Software

3.1 Scope of Use Rights

3.1.1 For Standard Software developed by Almato AG (including the product Bardioc and other proprietary Standard Software of Almato AG), the Almato Software License Terms (“SLT”) in their current version shall apply with priority, provided their applicability has been expressly agreed in the Order. For Almato Standard Software to which no SLT apply, the provisions of this Part II shall apply unless otherwise agreed in the Order. The SLT shall be provided to the Customer together with the offer or prior to delivery and shall form an integral part of the contract.

3.1.2 Subject to any deviating provisions in the SLT or in the Order, the Customer shall be granted a simple, non-exclusive right to use the Almato Software:

- In the case of a purchase, the right of use shall be granted for an unlimited period of time.
- In the case of a rental, the right of use shall be limited to the term of the rental agreement.

3.1.3 The right of use shall be subject to the condition precedent of full payment of the agreed remuneration (“Condition Precedent”). Until such time, Almato shall be entitled to assert its retention rights.

3.1.4 Use shall be permitted solely for the Customer’s own business purposes and, where applicable, the business purposes of its affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG) (as defined under German law), unless otherwise specified in the Order.

3.1.5 The use of the Software in the context of Application Service Providing (ASP), hosting, or for training purposes at third parties shall require Almato’s prior consent in text form.

3.2 Restrictions

3.2.1 The Customer may only use the Almato Software to the extent agreed in the Order or in the SLT. Reproductions are only permitted to the extent necessary for contractual use, including technically required intermediate storage and backup copies.

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3.2.2 Backup copies must be marked as such and bear copyright notices.

3.2.3 The Customer may modify, extend, or otherwise adapt the Almato Software (§ 69c German Copyright Act – UrhG) (as defined under German law) only to the extent legally mandatory. Before rectifying defects itself, the Customer shall give Almato the opportunity to provide remedial action.

3.2.4 Decompilation (§ 69e UrhG) (as defined under German law) is permitted only within the statutory limits and only after an appropriate period for Almato to provide the necessary information has expired unsuccessfully.

3.3 Updates, Upgrades, Releases

3.3.1 If Almato provides patches, updates, upgrades, or releases as part of maintenance services or defect remediation, such items shall be deemed part of the originally licensed Software. Upon productive use of the new version, the rights of use to the previous version shall expire, subject to an archiving right for documentation purposes.

3.3.2 The use of new modules, functionalities, or product variants which, according to standard market practice, require a separate license, shall require a separate license agreement.

3.4 Audit Right

Almato shall be entitled, upon reasonable prior notice (at least ten Business Days), to audit the Customer's compliance with the contractual use of the Software during normal business hours. The Customer shall reasonably cooperate and provide the necessary evidence. If the audit reveals any excess use, the Customer shall bear the reasonable costs of the audit and shall pay for the additional use accordingly.

Section 4 Special Terms for Free-of-Charge Provision of Standard Software

4.1 If Standard Software is provided to the Customer free of charge and on a permanent basis, the following special provisions shall apply.

4.2 Almato grants the Customer a simple, non-exclusive, perpetual and non-transferable right of use, geographically limited to the DACH region. Use for purposes other than the Customer's internal business purposes is not permitted.

4.3 Transfer to third parties, sublicensing, rental or use for third parties (e.g., within the scope of data center operations or training services) is prohibited without Almato's prior written consent.

4.4 Almato assumes no warranty, maintenance or support obligations for the gratuitously provided software, unless expressly agreed otherwise. Liability is limited to intent, gross negligence, fraudulent concealment and personal injury.

4.5 Revocation of the gratuitously granted rights of use by Almato is only permissible for good cause. In such case, the Customer shall immediately delete the software and all copies thereof.

4.6 For third-party software provided free of charge, exclusively the license or terms of use of the respective manufacturer shall apply.

Section 5 Rights of Use for Loan for Evaluation Purposes (Test License)

5.1 If Standard Software is temporarily provided to the Customer by Almato for testing purposes, this shall be based on a fixed-term loan agreement.

5.2 The right of use is limited to the agreed test period and includes exclusively the use on the infrastructure specified in the Order. Almato may extend or revoke the test period at any time.

5.3 The Customer is not entitled to pass on the test software to third parties, to rent it out or otherwise commercially exploit it.

5.4 After expiry of the test period, the software must be completely uninstalled and all copies deleted. Upon request, the deletion must be confirmed in writing.

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5.5 Any warranty or liability exists only in cases of intentional or fraudulent breaches of duty as well as within the scope of mandatory statutory provisions.

Section 6 Rights of Use for Custom Software

6.1 Subject to the condition precedent of full payment of the agreed remuneration and unless otherwise agreed in the individual contract, Almato grants the Customer a simple, non-exclusive, unlimited (in time and geography) right to use the work results for its own purposes.

6.2 Where a work result consists of software, the Customer shall receive rights only to the object code and the associated user and operating documentation. Acquisition of rights to the source code or development documentation shall require an express agreement in the individual contract.

6.3 If Almato's services contain Third-Party Software, such software may be subject to additional usage terms of the respective manufacturer.

6.4 Insofar as Open Source Software is included in the Software or its use is requested by the Customer, such use shall be at the Customer's risk. The Customer shall inform Almato in advance of the applicable license terms. The Customer is aware that the use of such software may entail an obligation to disclose source code. Almato shall be entitled to comply with such obligation. The use of Open Source Software that is subject to copyleft licenses and triggers disclosure obligations requires the Customer's prior consent in text form. The Customer shall be responsible for compliance with any resulting disclosure or publication obligations if the use of such components is requested by the Customer.

6.5 Almato shall not be restricted from using general knowledge, concepts, experience, methods, techniques, ideas, or other know-how acquired in the course of work for the Customer. Unless expressly agreed otherwise, Almato shall remain entitled to use or further develop its own tools, libraries, source code, documentation, know-how, and other copyright-protected or technically protected content freely in other projects as well.

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Part III – Service and Work

Section 1 Applicability and Scope

1.1 The following provisions apply to services provided by Almato under Orders outside of a license or maintenance agreement, in particular to Professional Services such as consulting, development or training services.

1.2 As a rule, Almato provides services on the basis of a service contract (Sections 611 et seq. of the German Civil Code (BGB), as defined under German law). Work performances (Sections 631 et seq. of the German Civil Code (BGB), as defined under German law) shall only be provided in exceptional cases and exclusively if expressly agreed in the underlying Order.

1.3 The provisions to be specified in the respective Order should, in particular, regulate the following:

- content of the commissioned services,
- place of performance (remote or on-site),
- anticipated duration of the Order,
- rules on project authority and system responsibility,
- any deadlines or milestones,
- terms of remuneration,
- any scope of documentation,
- provisions on acceptance (for work contracts) or on takeover (for service contracts).

Section 2 Provisions for Contracts for Services

2.1 These provisions apply where Almato provides services to the Customer under a Contract for Services (Sections 611 et seq. of the German Civil Code (BGB), as defined under German law) without being obligated to achieve a specific, measurable result.

2.2 Services under a Contract for Services may, in particular, include:

- software development, technical customization, and interface programming (e.g., within the scope of agile collaboration),
- configuration, parameterization, integration,
- preparation of technical documentation,
- consulting, training, project management, test management, and operational support,
- technical assistance with installation, migration, or commissioning.

2.3 Almato shall provide the commissioned services through qualified personnel. Project control and project authority shall rest with the Customer unless Almato has been expressly assigned project responsibility in the Order.

2.4 The selection of personnel and professional supervision of their deployment shall rest exclusively with Almato.

2.5 At the Customer's request, Almato shall – within its operational and staffing capabilities – review change requests ("Changes") and submit an offer to adapt the services. Agreed deadlines shall be reasonably extended where the review or implementation of such changes causes additional effort.

2.6 Where multiple parallel requirements exist, Almato shall be entitled to determine the focus of processing at its reasonable discretion, unless the Customer provides a clear prioritization.

2.7 If a service defect cannot be remedied within a reasonable period, Almato shall, at the Customer's request, provide a reasonable workaround solution, if technically feasible.

Section 3 Provisions for Contracts for Work

3.1 These provisions apply exclusively where Almato is expressly obligated in the Order to produce a specific work result, in particular the delivery of software modules, interfaces, data migrations, or technical concepts capable of acceptance.

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3.2 Project authority shall rest with Almato unless otherwise agreed in the Order. The Customer shall be obligated to provide in due time all cooperation necessary for the performance of the services.

3.3 Acceptance shall be effected in accordance with the provisions of the Order and shall be documented in text form (Section 126b of the German Civil Code (BGB), as defined under German law). If the Customer puts the deliverable into operation without asserting material defects, this shall be deemed tacit acceptance, provided Almato has previously informed the Customer of this legal consequence in text form.

3.4 In the event of defects, Almato shall initially provide subsequent performance. Almato shall be entitled, at its own discretion, either to remedy the defect or to provide a defect-free version. Provision of a reasonable workaround solution shall also be deemed defect rectification.

3.5 If subsequent performance fails within a reasonable period or is unjustifiably refused by Almato, the Customer may assert further rights in accordance with Sections 634 et seq. of the German Civil Code (BGB), as defined under German law.

3.6 The right to withdraw from the contract due to an immaterial defect that does not materially impair functionality shall be excluded.

3.7 The right to self-remedy in accordance with Section 637 of the German Civil Code (BGB), as defined under German law shall be excluded. This shall not apply if Almato has seriously and definitively refused subsequent performance despite a reasonable grace period having been set.

3.8 The limitation period for defect claims shall be 12 months from acceptance of the deliverable. For damages arising from injury to life, body, or health, in the event of intentional or grossly negligent breach of duty, and in the case of guarantees, the statutory limitation periods shall apply. Claims for reimbursement of expenses shall be subject to the same conditions.

General Terms and Conditions Part B – Purchase of Standard Software (Perpetual Licenses)

Part B – Purchase of Standard Software (Perpetual Licenses)

Section 1 Scope and Purpose of Application

1.1 This Part B applies to all contracts under which the Customer purchases Standard Software for permanent on-premises use (Perpetual License).

1.2 It applies to (i) Standard Software of other manufacturers (third-party software) distributed or brokered by Almato, and (ii) Standard Software of Almato AG, including, but not limited to, the product Bardioc, for which – if expressly agreed in the Order – the Software License Terms (SLT) of Almato AG in their current version shall additionally apply.

1.3 This Part B supplements the general provisions of Part A. In the event of any conflict between Part A and Part B, the more specific provisions of this Part B shall prevail. Where the SLT apply to Almato Standard Software, such SLT shall take precedence over the provisions of Part B and Part A to the extent they contain deviating provisions.

Section 2 Subject Matter of the Contract, Service Description

2.1 The subject matter of the contract is the Standard Software specified in the Order in the version current at the time of purchase, including the modules, functions, and system requirements specified therein.

2.2 Almato shall deliver the Software in object code form. Delivery shall generally be made by provision of a download link or by installation at the Customer's premises. The associated documentation shall be provided in digital form.

2.3 Installation, configuration, or other integration of the Software into the Customer's system environment shall only form part of the contractual scope if expressly agreed in the Order.

2.4 Almato owes only the delivery of the Software specified in the Order. In the case of third-party software, the responsibility for production lies with the respective manufacturer.

Section 3 Rights of Use

3.1 The rights of use are governed (i) for third-party software exclusively by the license or usage terms of the respective manufacturer, and (ii) for the software product Bardioc or other Almato Standard Software by the SLT of Almato AG in their current version, provided their applicability has been expressly agreed in the Order; for Almato Standard Software not subject to the SLT, the provisions in Part A, Section II shall apply.

3.2 Almato shall make the applicable license or usage terms of the third-party software available to the Customer no later than upon delivery. The Customer undertakes to comply with them and to ensure such compliance.

3.3 Where the software is not third-party software subject exclusively to the manufacturer's terms, the rights of use shall otherwise be governed by Part A, Section II ("License Terms"), including any supplements agreed in the Order.

3.4 All rights are subject to full payment of the purchase price. Until full payment has been made, the Customer shall only be entitled to use the Software within the scope of the revocable right of use provided for in Part A, Section 7.2.

Section 4 Delivery, Transfer of Risk

4.1 Delivery of the Software shall be effected by provision of a download link or by installation by Almato at the Customer's premises.

4.2 In the case of physical delivery (e.g., on data carriers), the risk shall pass to the Customer upon hand-over to the carrier.

4.3 Partial deliveries are permissible to the extent reasonable for the Customer.

General Terms and Conditions Part B – Purchase of Standard Software (Perpetual Licenses)

Section 5 Customer's Duties to Cooperate

5.1 The general duties to cooperate under Part A shall apply accordingly.

5.2 In addition, the Customer shall be obliged to:

- provide in due time all information required for performance of the contract, in particular regarding system environment, number and type of users, and relevant third-party components or integrations,
- provide an appropriate system environment and ensure the technical prerequisites for installation and use of the Software,
- perform a complete data backup before commencement of installation.

5.3 If the Customer breaches its duties to cooperate, Almato shall be entitled to extend response and performance deadlines or to charge the additional effort incurred in accordance with the then-current price list.

Section 6 Defects in Quality and Title

6.1 The general provisions in Part A, Section 10 shall apply to defects in quality and title.

6.2 Almato accepts no responsibility for technical errors or restrictions attributable to the Customer's system environment or to uncoordinated third-party software.

6.3 For third-party software, Almato provides warranty for defects exclusively within the scope of the support and update policy of the respective manufacturer. Upon request, Almato shall assist the Customer in communicating with the manufacturer as part of a separately chargeable service.

Section 7 Third-Party Intellectual Property Rights

7.1 If a third party asserts against the Customer that the use of the delivered Software infringes intellectual property rights, the Customer shall inform Almato without undue delay in text form.

7.2 Almato shall be entitled – and at its own expense obliged – to take over the defense against such claims, provided they relate to the contractual use of the Software.

7.3 Almato shall indemnify the Customer against such claims, provided that the Customer (i) leaves the sole defense to Almato, (ii) has not itself caused the alleged infringement, and (iii) has used the Software in accordance with the contractual provisions. Almato shall furthermore be entitled, at its discretion, to modify the Software or to replace it with an equivalent, contractually compliant version in order to avoid the alleged infringement. If neither modification nor replacement is possible under economically reasonable conditions, Almato may terminate or rescind the contract with respect to the affected Software. In such case, the Customer shall be reimbursed the purchase price paid for the affected Software, less reasonable compensation for use.

Section 8 Usage Restrictions, Open Source, Third-Party Components

8.1 The use of the Software is limited to the number of users, systems, and locations agreed in the Order.

8.2 The use of the Software in a cloud or ASP environment or for training purposes shall only be permitted with Almato's prior consent in text form.

8.3 To the extent the delivered Software contains open-source components, their respective license or usage terms shall apply. Almato shall provide information on their use where required by law or contract.

8.4 For such open-source components, liability, warranty, and support exclusions shall apply in accordance with the respective license terms. Almato assumes no liability beyond what is mandatory by law.

Section 9 Liability

The liability provisions in Part A, Section 9 shall apply accordingly.

Part C – Maintenance Agreement

Section 1 Object of Agreement

1.1 This Part C governs the provision of maintenance services (“Maintenance”) by Almato for Software made available to the Customer under a purchase, rental, work or other agreement for the transfer of use. Maintenance serves to ensure the functionality and operational security of the respective Software.

1.2 Maintenance applies exclusively to the software specified in the Order or in the then-current Annex ZPS. Maintenance services are provided only for standard software supplied by Almato, provided a valid maintenance agreement exists. Maintenance for custom software will be provided only if expressly agreed. If new software modules or extensions are agreed, these shall be deemed part of the maintained software from the time of provision, provided the associated maintenance fees have been confirmed.

1.3 Maintenance services apply solely to software operated within the Customer’s responsibility (“On-Premises Use”) and meeting the system requirements supported by Almato. Maintenance does not extend to hardware, operating systems, databases, networks, or third-party software unless expressly agreed.

1.4 Maintenance includes in particular (i) rectification of Defects within the meaning of Section 2, and (ii) provision of Updates to the extent required to maintain the agreed functionality. Further services, in particular adaptations to changed usage requirements or technical environments, are not part of this maintenance agreement and must be ordered separately.

1.5 This agreement is technology-neutral and applies regardless of the underlying software architecture (e.g., database type, interface technology, programming language, or semantic structure), unless otherwise agreed in the Order.

Section 2 Contractual Components and Definitions

2.1 The contractual components are:

- the Order including annexes;
- this Part C of Almato’s General Terms and Conditions;
- Part A of Almato’s General Terms and Conditions including the annexes referred to therein; and
- any annexes named in the contract, including:
 - o Annex SLA: Error Response SLA
 - o Annex ZPS: List of maintained software, unless already defined in the Order.

In case of contradictions, the provisions of this contract text shall take precedence over those in Part A. The provisions of Part A contain general rules which are not repeated here to avoid duplication.

2.2 Definitions:

For the purposes of this Maintenance Agreement, the following definitions apply. Where terms are defined differently in Part A, the definitions in this Part C shall prevail for maintenance services. Terms not expressly defined shall have the meaning given in Part A.

“Public Holidays”: Statutory public holidays in the federal state of Baden-Württemberg, Germany; in addition, 24 and 31 December of any year shall be deemed public holidays for the purposes of this agreement.

“Defect”: Any deviation of the standard software from its functionality as described in the documentation or product description that impairs contractual use. User errors or malfunctions in the IT environment shall only be deemed Defects if caused by the standard software.

“Maintenance”: All services owed by Almato for the rectification of Defects in accordance with Section 4.

“Release”: A program version of the software that contains a material performance and/or functionality increase compared to the previous version.

“SLA (Service Level Agreement)”: Agreement on response times for commencing defect rectification. The applicable response times are set out in Annex SLA.

General Terms and Conditions Part C – Maintenance Agreement

“Support”: Telephone or written assistance by Almato in accordance with Section 5.

“Technical Error”: Non-availability of the services or outputs provided to the Customer, or incorrect results delivered by the standard software, regardless of whether Almato is obliged to rectify them under statutory warranty.

“Update”: A new program version of the software developed to correct or bypass a Defect, provided to the Customer.

“Upgrade”: A new program version of the software that contains a performance and/or functionality increase compared to the previous version.

“Business Days”: Monday to Friday, excluding Public Holidays. Defect rectification shall be carried out during Almato’s regular office hours, Monday to Friday from 09:00 to 17:00 (Berlin time).

“Workaround”: A temporary bypass of a Defect without modifying the program code, enabling the software to be used with reasonable effort.

Section 3 Prerequisites for Maintenance Services

3.1 A prerequisite for remote maintenance is an appropriate, functional connection from Almato to the Customer’s network and maintained systems, via a commonly used, non-proprietary VPN protocol (e.g., L2TP-IPSec).

3.2 If providing such access is unreasonable for the Customer, the Customer may request Almato in text form to establish an alternative access method. Any additional costs arising therefrom (e.g., setup, operation, security) shall be borne by the Customer.

3.3 Almato may deviate from the access method stated in Section 3.1 if this is reasonable and both security and functionality remain ensured.

3.4 Delays in defect rectification due to lack of remote maintenance or use of alternative procedures without prior coordination shall be borne by the Customer.

3.5 If the Customer changes the remote maintenance environment without notifying Almato in text form in advance, Almato may charge the resulting additional effort (e.g., analysis, reconnection) on a time-and-material basis.

3.6 If the Customer does not provide for remote maintenance, all additional effort thereby incurred – in particular travel time, travel costs, and technical delays – shall be charged separately. On-site services are provided only subject to personnel availability; binding response times do not apply in such cases.

3.7 Almato is not obliged to provide maintenance for software components that have been modified by the Customer or third parties without Almato’s consent or used outside the agreed purpose.

Section 4 Scope of Maintenance Services

4.1 Almato shall commence rectification of reported Technical Errors within the response times set out in Annex SLA. The severity level shall be determined in accordance with the error classes defined in Annex SLA.

4.2 Almato shall provide the Customer with new versions of the standard software for defect rectification (Updates) as part of Maintenance. For third-party software, provision of Updates shall take place once they have been made available to Almato by the manufacturer.

4.3 If an Update is not yet available, Almato shall inform the Customer of possible Workarounds. A Workaround shall be deemed sufficient performance if it enables contractual use of the software with reasonable effort.

4.4 Maintenance shall not be deemed defective if a functional error can be eliminated or bypassed by a reasonable Workaround.

General Terms and Conditions Part C – Maintenance Agreement

4.5 The Customer may reject an Update or Release if its installation would lead to unreasonable costs or failure to maintain previous compatibility or functionality.

4.6 Upgrades or new releases with extended functionality shall only be provided if expressly agreed in the Order. New modules, functions, or product variants requiring a separate license are not included in the Maintenance.

4.7 Almato is not obliged to provide Upgrades at specific intervals. There is no entitlement to functional enhancements.

4.8 After termination of the maintenance agreement, Almato is not obliged to provide new versions, Updates, or Upgrades to the Customer.

4.9 Almato shall take economically reasonable measures to correct known security-relevant vulnerabilities in the standard software by appropriate Updates or patches, insofar as necessary to fulfil contractual or statutory obligations. There is no obligation to provide such measures for third-party components.

4.10 Liability of Almato in connection with the services described in this Part C is governed exclusively by Part A, Section 9.

Section 5 Support Services

5.1 In addition to Maintenance, the Customer may – if agreed in the Order – make use of support services ("Support"). These include, in particular, assistance with installation, configuration, and use of the standard software.

5.2 The Customer shall designate trained contact persons authorised to submit support requests. Almato may reject requests not submitted by such designated contact persons.

5.3 Support requests may be submitted on Business Days from 09:00 to 17:00 by telephone or e-mail to the support address communicated by Almato.

5.4 Before making use of Support, the Customer shall carry out reasonable own measures to solve the problem (e.g., use of the documentation).

5.5 Processing of requests shall be in order of priority and subject to availability. Binding response times apply only if expressly agreed in the Order or in the SLA.

5.6 Unused support quotas shall expire at the end of the relevant billing period unless otherwise agreed.

5.7 Almato may make the provision of additional Support services subject to the conclusion of a separate agreement.

Section 6 Other Services / Services Not Covered by the Flat Fee

6.1 In particular, the following are not covered by the maintenance flat fee:

- Support beyond contractually agreed quotas;
- On-site services (including travel time, travel costs, and expenses);
- Work outside defined office hours;
- Services resulting from improper use or breach of cooperation duties;
- Measures due to force majeure or third-party-caused outages;
- Services in connection with integration, configuration, or compatibility adjustments of Updates/Upgrades;
- Adaptations to new hardware, operating systems, or databases;
- General training or consulting;
- Report adjustments, parameterisation, individual modifications;
- New product components or modules not covered by the original licence.

6.2 Almato is not obliged to provide such additional services but will endeavour, within operational capabilities, to support the Customer.

General Terms and Conditions Part C – Maintenance Agreement

Section 7 Customer's Duties to Cooperate

7.1 The general cooperation duties of the Customer set out in Part A apply accordingly.

7.2 In addition, the Customer shall perform, in due time, completely, and at its own expense, all specific cooperation necessary for the provision of Maintenance services, in particular:

- regular data backups in accordance with the state of the art;
- provision of the required system environment in accordance with the system requirements;
- timely installation of provided Updates;
- implementation of recommended measures for defect analysis and rectification;
- designation of qualified contact persons with decision-making authority;
- active support in defect diagnosis (e.g., by logs, screenshots, technical information);
- immediate confirmation or feedback regarding defect rectification.

7.3 If the Customer breaches its cooperation duties, Almato is entitled to extend response times accordingly or to charge the additional effort in accordance with the current price list.

7.4 Responsibility for the operational capability of the Customer's IT infrastructure, including networks, operating systems, databases, and third-party software, lies solely with the Customer.

7.5 Technical Errors caused by outdated or non-approved system environments shall not be covered by the maintenance obligation, provided Almato proves that an update of the system environment would remedy the problem.

Section 8 Remuneration

8.1 The maintenance fees agreed in the respective Order apply. The payment obligation shall commence on the start date of the Maintenance as specified in the Order and shall be due annually in advance

8.2 Almato may adjust the recurring maintenance fees by up to 5 % per year, giving three months' notice to the start of a calendar year. The first adjustment may be made no earlier than two years after delivery. For standard software of a third-party manufacturer, the manufacturer's adjustment provisions shall apply instead; Almato shall disclose these to the Customer upon request. If the adjustment exceeds 5% per year, the Customer shall be entitled to terminate the Maintenance Agreement in text form within one month of receipt of the notification with effect from the adjustment date.

8.3 If Almato provides services at the Customer's request which are not covered by the maintenance flat fee, these shall be charged on a time-and-material basis in accordance with the current price list, unless otherwise agreed.

8.4 If, during the processing of a reported Defect, it is determined that no Technical Error within the meaning of Section 2 exists or that the cause lies outside the standard software, Almato may also charge the resulting effort in accordance with the current price list.

8.5 Almato's activity records and support documentation shall serve as the basis for invoicing all services not remunerated on a flat-fee basis.

Section 9 Warranty for New Software Versions

9.1 Otherwise, the warranty rights pursuant to Part A, Section 10 apply. This Section 9 governs only maintenance-specific deviations, in particular the start of the notification period for defects. Upon delivery of new software versions (e.g., Updates, Upgrades, or Releases), the Customer shall examine them without undue delay for obvious defects. Section 377 of the German Commercial Code (HGB) applies as defined under German law. The notification period for defects begins (i) for self-installation by the Customer, five calendar days after provision, or (ii) for installation by Almato, on the day use or testing is possible.

9.2 There is no warranty obligation for defects resulting from improper use, non-approved system environments, or disregard of the documentation.

9.3 Almato is not obliged to extend the functionality of new software versions beyond the scope agreed at the time of contract conclusion, unless expressly covered by the original licence or maintenance agreement.

General Terms and Conditions Part C – Maintenance Agreement

9.4 Otherwise, the warranty provisions in Part A, Section 10 apply.

Section 10 Term and Termination

10.1 The Maintenance Agreement shall commence on the start date specified in the Order. Unless otherwise specified in the Order, the minimum term shall be twelve (12) months.

10.2 It shall be renewed automatically for successive periods of twelve months unless terminated by either party in writing with six months' notice prior to the end of the then-current term.

10.3 The Customer's right to use the standard software shall remain unaffected by termination of Maintenance, provided it is a Perpetual Licence.

10.4 The right to extraordinary termination for good cause remains unaffected. Good cause exists, in particular, if (i) the Customer is more than four weeks in arrears with due payments despite reminder, (ii) insolvency proceedings are opened against the Customer's assets or such proceedings are rejected for lack of assets, (iii) the Customer refuses, without legitimate reason, to implement an offered Update or Upgrade that is necessary for defect rectification, or (iv) the Customer repeatedly or seriously breaches its cooperation duties under Section 7 and Almato can therefore provide the service only not at all or only with disproportionate additional effort.

10.5 In the event of extraordinary termination by the Customer for reasons attributable to Almato, Almato shall refund maintenance fees already paid on a pro-rata basis for the unused period.

General Terms and Conditions Part C – Maintenance Agreement

Annex SLA

Section 1 Definition of Severity Levels

Priority	Error Class	Definition
Level 1	Critical	The Software is completely unavailable, or productive operation is impossible
Level 2	High	Essential functions are unusable or severely restricted
Level 3	Normal	Functional restrictions with a medium impact on operations
Level 4	Low	Minor or cosmetic errors without any noticeable impairment

Note: The final classification shall be made by mutual agreement. If no agreement is reached, Almato shall determine the classification at its reasonable discretion, taking into account the impact on operational capability.

Section 2 Response Times – 8x5 Support Window

Priority	Error Class	Response Times	
		Target	Maximum
Level 1	Critical	2 hours	6 hours
Level 2	High	4 hours	8 hours
Level 3	Normal	12 hours	24 hours
Level 4	Low	24 hours	48 hours

Section 3 Additional SLA Conditions

3.1 There is no obligation to rectify an error within the response time.

3.2 The SLA does not apply in the event of breaches by the Customer of its cooperation duties or for causes outside Almato's sphere of influence (e.g., Customer's infrastructure, third-party systems, force majeure).

3.3 The SLA does not constitute a guarantee (Garantie) as defined under German law, but solely a contractual obligation to respond.

Part D – Rental of Standard Software (Term Licenses)

Section 1 Scope and Purpose of Application

1.1 This Part D applies to all contracts under which Almato provides the Customer with Standard Software for temporary use on-premises (rental) against payment.

1.2 It applies to (i) Standard Software of other manufacturers (third-party software) distributed or brokered by Almato, and (ii) Standard Software of Almato AG, including, but not limited to, the product Bardioc, for which – if expressly agreed in the Order – the Software License Terms (SLT) of Almato AG in their current version shall additionally apply.

1.3 This Part D supplements the general provisions of Part A. In the event of any conflict, the provisions of this Part D shall prevail over the general provisions.

Section 2 Subject Matter of the Contract, Service Description

2.1 The subject matter of the contract is the Standard Software specified in the Order in the version current at the time of conclusion of the contract, including the modules, functions, and system requirements specified therein.

2.2 Delivery shall be made in object code form, generally by provision of a download link or by installation by Almato. The associated documentation shall be provided in digital form.

2.3 Almato provides the Customer with the Software for use on a temporary basis. The rental period shall be as specified in the Order.

2.4 Installation, configuration, or operation of the Software shall only form part of the contractual scope if expressly agreed in the Order.

Section 3 Rights of Use

3.1 The granting of rights of use shall apply exclusively for the duration of the rental period.

3.2 The rights shall be governed (i) in the case of third-party software, by the license or usage terms of the respective manufacturer, and (ii) in the case of the software product Bardioc or other Almato Standard Software, by the SLT of Almato AG in their current version, provided their applicability has been expressly agreed in the Order; for Almato Standard Software not subject to the SLT, the provisions of Part A, Section II shall apply.

3.3 Where the Software is not third-party software subject exclusively to the manufacturer's terms, the rights of use shall otherwise be governed by the provisions of Part A, Section II ("License Terms"), including any supplements agreed in the Order.

3.4 All rights are subject to the timely payment of the agreed rental fees. If the Customer is in default with due payments, Almato shall be entitled to suspend use of the Software until full payment has been made or to terminate the contract for cause in accordance with Section 6.

Section 4 Customer's Duties to Cooperate

4.1 The general duties to cooperate pursuant to Part A shall apply accordingly.

4.2 In addition, the Customer shall be obliged to:

- provide an appropriate system environment in accordance with the system requirements supported by Almato
- perform regular data backups in line with the state of the art,
- install updates and patches provided within a reasonable period,
- actively cooperate in error analysis and correction, in particular by timely provision of all required information, log files, and test options.

General Terms and Conditions Part D – Rental of Standard Software (Term Licenses)

4.3 If the Customer breaches its duties to cooperate, Almato shall be entitled to extend response and performance deadlines accordingly or to charge the additional effort incurred in accordance with the then-current price list.

Section 5 Remuneration, Price Adjustment

5.1 The rental fees agreed in the Order shall apply. The payment obligation begins upon delivery or operational provision of the Software.

5.2 The rental fees shall be due annually in advance, unless otherwise agreed in the Order.

5.3 Almato may adjust the recurring rental fees by up to 5% per year, subject to three months' notice prior to the beginning of the calendar year. The first adjustment may be made no earlier than two years after conclusion of the contract. If the adjustment exceeds 5%, the Customer shall be entitled to terminate the contract in writing within one month of receipt of the notification with effect from the adjustment date.

5.4 Additional services not included in the Order shall be charged separately on a time and materials basis in accordance with the then-current price list.

Section 6 Rental Term, Termination, Return

6.1 The minimum contract term shall be 24 months, unless otherwise agreed in the Order.

6.2 The contract shall automatically renew for successive twelve-month periods unless terminated in writing by either party with six months' notice to the end of the respective contract term.

6.3 The right to extraordinary termination for cause remains unaffected. Good cause shall in particular exist if (i) the Customer is in default with due payments for more than four weeks despite reminder, (ii) insolvency proceedings are opened against the Customer's assets or such proceedings are dismissed for lack of assets, or (iii) the Customer repeatedly or seriously breaches its duties to cooperate and Almato is thereby unable to perform or only able to perform with disproportionate additional effort.

6.4 Upon termination of the contract, the Customer shall cease all use of the Software, delete all program copies, and confirm deletion to Almato in text form upon request.

Section 7 Third-Party Rights

7.1 If a third party asserts against the Customer that the contractual use of the licensed Software infringes intellectual property rights, the Customer shall notify Almato without undue delay in text form.

7.2 Almato shall be entitled – and at its own cost obliged – to assume the defense of such claims, provided they relate to the contractual use of the Software.

7.3 Almato shall indemnify the Customer against such claims, provided that (i) the Customer grants Almato sole control of the defense, (ii) the alleged infringement is not attributable to the Customer, and (iii) the Software has been used in accordance with the contractual provisions. Almato shall further be entitled to modify the Software or replace it with an equivalent, compliant version to avoid the alleged infringement. If neither modification nor replacement is reasonably possible, Almato may terminate the Agreement with respect to the affected Software. In such case, the Customer shall be refunded the Rental Fees already paid for the affected Software on a pro-rata basis for the unused period.

Section 8 Defects

8.1 Otherwise, the provisions on defects pursuant to Part A, Section 10 shall apply. This Section 8 governs rental-specific aspects only. The rights in respect of defects shall begin with the rental commencement date defined in the Order or the operational provision of the Software.

8.2 The period for giving notice of defects shall begin (i) in the case of self-installation by the Customer, five calendar days after provision, or (ii) in the case of installation by Almato, on the day on which use or testing is possible.

General Terms and Conditions Part D – Rental of Standard Software (Term Licenses)

Section 9 Usage Restrictions, Open Source, Third-Party Components

9.1 The use of the Software is limited to the number of users, systems, and, if applicable, locations specified in the Order.

9.2 Sub-licensing, renting, or use of the Software in a cloud or ASP environment shall only be permitted with Almato's prior consent in text form.

9.3 To the extent the delivered Software contains open-source components, their respective license or usage terms shall apply. Almato shall provide information on their use where required by law or contract.

9.4 For such open-source components, liability, warranty, and support exclusions shall apply in accordance with the respective license terms. Almato assumes no liability beyond what is mandatory by law.

Section 10 Liability

The liability provisions in Part A, Section 9 shall apply accordingly.