

These General Terms and Conditions consist of

- The General Conditions, Part A,
- The Special Conditions for Works, Part B, and
- The Special Conditions for the Provision of Software, Part C.

All parts are hereinafter collectively referred to as "**GTC**." These GTC apply to all contracts on the basis of which ProductDock AG, with its registered office in Solingen - hereinafter referred to as "**ProductDock**" - provides services and/or deliveries (including the delivery of hardware and the provision of software) - hereinafter all collectively referred to as "**Services**" - to its commercial contractual partner - hereinafter referred to as "**Customer**."

## PART A – GENERAL CONDITIONS

### 1. SCOPE OF APPLICATION, NO APPLICATION OF OTHER TERMS AND CONDITIONS OF BUSINESS

- 1.1 The provisions of Part A shall apply unless other provisions are made in Parts B to D inclusive.
- 1.2 These GTC and, if applicable, further terms and conditions of ProductDock apply exclusively, insofar as these are expressly agreed with the Customer.  
The Customer's terms and conditions shall not become part of the contract even if ProductDock does not expressly object to their inclusion. If the Customer does not agree to this, he must immediately inform ProductDock of this circumstance in writing without delay.  
The reference to the Customer's general terms and conditions in the form is hereby expressly rejected.
- 1.3 A renewed reference to the validity of these GTC in future offers and contracts is not required.

### 2. CHANGES TO THE GENERAL TERMS AND CONDITIONS

- 2.1 ProductDock is entitled to amend the GTC with effect also within the existing contractual relationship in compliance with the following procedure.
- 2.2 ProductDock will notify the Customer of changes to the GTC at least 30 days before the planned entry into force of the changes. The Customer may object to the changes in writing within 30 days of receipt of the notification. If no objection is made and the Customer continues to use the services after the expiry of the objection period, the changes shall be deemed to be effectively agreed upon for all services provided from the expiry of the period.
- 2.3 In the aforementioned notification, ProductDock points out the aforementioned deadline and the legal consequences of its expiry in the event of failure to exercise the option to object.

### 3. OFFERS, CONCLUSION OF CONTRACTS

- 3.1 The general representations of the services of ProductDock (e.g., on the websites or in advertising brochures) are non-binding and do not constitute an offer to conclude a contract.
- 3.2 All offers from ProductDock are subject to change and non-binding unless a binding period is expressly stated in the offer. If an offer from ProductDock is expressly designated as binding but without specifying a binding period, ProductDock is bound to the offer for four weeks (from its receipt by the Customer).
- 3.3 Orders from the Customer are only deemed accepted by ProductDock if they are confirmed by ProductDock in writing or in text form (e.g., by e-mail), but in any case by commencement with the provision of the ordered services.
- 3.4 ProductDock does not assume any procurement risk if ProductDock has concluded a procurement contract for the owed delivery with the supplier unless ProductDock is responsible for the untimely or incorrect self-delivery. The Customer will be informed immediately about the non-availability of the delivery. Any payment already made will be refunded immediately.
- 3.5 ProductDock reserves all existing property rights and

copyrights to the offer as well as to all illustrations, drawings, calculations, concepts, plans, and other documents and materials relating to the offer - hereinafter collectively referred to as "**offer**"; the offer may not be made available to third parties without the express, prior written permission of ProductDock.

### 4. CONTENT, SCOPE, AND SPECIFICATIONS OF THE SERVICES

- 4.1 In case of doubt, the decisive basis for the content and the scope of the Services is the order confirmation from ProductDock or, in the absence of such, the offer from ProductDock.  
Specifications of the services with regard to content, scope, quantity, and/or quality may also result from additional contractual documents (e.g., Service Level Agreement).
- 4.2 ProductDock reserves the right to make customary deviations in quantity, weight, and quality as well as minor technical, constructive, and design changes, in particular improvements, even after the conclusion of the contract, provided and to the extent that these changes are reasonable for the Customer.
- 4.3 Insofar as the Customer has a specification from ProductDock designated as a service or product description, the properties or condition of the relevant service are conclusively defined thereby. The assumption of a guarantee is not to be assumed in the case of such performance descriptions, illustrations, references to DIN standards, etc.

### 5. PRINCIPLES OF SERVICE PROVISION; DOCUMENTS

- 5.1 ProductDock provides all services itself or through third parties.
- 5.2 For services that ProductDock provides at the request of the Customer at a location other than ProductDock's place of business, travel costs and expenses shall be charged in accordance with Clause 15.1 unless otherwise agreed.
- 5.3 Insofar as a specific procedure has not been agreed upon, ProductDock shall provide the services at its reasonable discretion and in accordance with the recognized state of the art.
- 5.4 ProductDock is entitled to provide partial performance - which can also be invoiced separately - if and to the extent that their acceptance is not associated with disproportionate expenses for the Customer and the benefit of the performance is not significantly restricted.
- 5.5 Unless expressly agreed otherwise, ProductDock is entitled to provide documents that are the subject matter of the contract in electronic form and in English.

### 6. DATES AND DEADLINES

- 6.1 All delivery and performance dates, as well as execution periods stated by ProductDock in the offer and/or otherwise, are non-binding orientation values unless dates and/or execution periods are not expressly designated by ProductDock as binding.
- 6.2 A bindingly agreed delivery deadline is met if the delivery item has been dispatched or collected within the period or if dispatch or collection is delayed for reasons for which ProductDock is not responsible if notification of readiness for dispatch has been given within the agreed period.
- 6.3 All dates and deadlines are subject to correct, complete, and timely delivery by ProductDock. This only applies in the event that ProductDock is not responsible for the non-delivery, in particular, if a congruent hedging transaction has been concluded with the relevant supplier.
- 6.4 All deadlines and execution periods shall be postponed or extended, subject to all other rights, by the time the Customer is in default of payment.

### 7. CHANGES REQUESTED BY THE CUSTOMER

- 7.1 The Customer may propose changes and additions to the Services at any time after the conclusion of the contract. ProductDock shall arrange for an analysis of the proposal.

For this, ProductDock can demand remuneration according to time spent in accordance with the agreed hourly or daily rates.

- 7.2 A prerequisite for the implementation of changes or additions proposed by the Customer after the conclusion of the contract is a corresponding agreement between the parties, in writing or in text form. Insofar as nothing has been agreed upon in such a change agreement with regard to dates and/or execution periods, the implementation of a change agreement shall result in a postponement of agreed performance dates and an extension of agreed execution periods corresponding to the amount of work involved in the change or addition.

### **8. DELIVERY AND RECEIPT OF SERVICES; SHIPMENT**

- 8.1 Unless otherwise agreed, the handover of services takes place at ProductDock's place of business.
- 8.2 The dispatch of hardware and/or software or performance results, as well as the transmission of services to the Customer, shall be at the Customer's risk.
- 8.3 The Customer is obliged to accept the services in due time.
- 8.4 ProductDock reserves the right to insure deliveries against transport damage and loss. The Customer is obliged to notify ProductDock of any damage and/or loss immediately after delivery so that ProductDock can safeguard claims against the transport insurer.
- 8.5 The Customer is obliged to inspect the services in due time. The statutory complaint obligations of § 377 HGB (German Commercial Code) apply.

### **9. RESERVATION OF TITLE**

- 9.1 All delivered goods remain the property of ProductDock until the purchase price has been paid in full and all claims resulting from the business relationship have been settled (extended reservation of title). Any disposal of the goods subject to retention of title by the Customer is only permitted in the Customer's regular business transactions. Under no circumstances may the goods be transferred to third parties as security within the scope of regular business transactions.
- 9.2 In the event of the sale of the goods in the regular course of business, the paid purchase price takes the place of the goods. The Customer hereby assigns to ProductDock any claim arising from a possible sale. The Customer is authorized to collect these claims as long as he meets his payment obligations to ProductDock. With regard to the extended retention of title (advance assignment of the respective purchase price claim), an assignment to third parties, in particular to a credit institution, is contrary to the contract and inadmissible. ProductDock is entitled at any time to examine the Customer's sales documents and to inform its customers of the assignment.
- 9.3 If the Customer's claim has been included in a current account, the Customer hereby assigns its claim from the current account against its Customer to ProductDock. The assignment is made in the amount that ProductDock had charged the Customer for the resold reserved goods.
- 9.4 In the event of a seizure of the goods at the Customer's premises, ProductDock is to be informed immediately by sending a copy of the execution record and an affidavit that the seized goods are the goods delivered by ProductDock and are subject to retention of title.
- 9.5 If the value of the securities in accordance with the above paragraphs of this clause exceeds the amount of the outstanding claim secured by this, after deduction of the security costs, by more than 20 % for the foreseeable future, the Customer is entitled to demand the release of securities from ProductDock insofar as the excess exists.

### **10. COOPERATION SERVICES OF THE CUSTOMER**

- 10.1 The Customer shall support ProductDock in the provision of the agreed services to the extent necessary and reasonable for the Customer and shall ensure within the scope of its cooperation that all prerequisites for the proper execution of the contract are fulfilled in its area of responsibility in a timely

manner and free of charge for ProductDock.

In particular, the Customer shall, insofar as necessary and reasonable for him,

- provide ProductDock in good time with all documents and information required by ProductDock for the performance of services in accordance with the contract,
- provide the IT infrastructure (e.g., PC workstations, printers, computing time, test data) required for the contractual provision of services on the Customer's premises,
- allow ProductDock or those commissioned by ProductDock access to the relevant locations and services within normal working hours, and
- encourage its employees to cooperate with ProductDock or its agents.

Further cooperation by the Customer may be specified in the offer.

- 10.2 Insofar as special legal, official, and/or operational safety regulations must be observed, the Customer shall provide ProductDock with these regulations in good time before the start of the performance of the service.

- 10.3 The Customer shall immediately notify ProductDock of any errors and defects in the services that it discovers.

### **11. PROVIDED BY THE CUSTOMER**

- 11.1 All provisions agreed between the parties or required from the Customer (software, data, documents, etc.) must be provided by the Customer in a timely manner, free of charge for ProductDock, and in the form and quality required for the contractual performance. The place of provision in each case is ProductDock's place of business unless expressly agreed otherwise.
- 11.2 The Customer alone shall be responsible for the materials provided. In particular, the materials provided must not violate applicable law (including copyright and other rights of third parties).
- 11.3 Insofar as the Customer's Materials are protected by copyright or other protective statutes such as the Trademark Act, the Customer grants ProductDock the non-exclusive right, limited in time to the duration of the performance of the contract, to use the Materials within the scope of the contractual performance. In all other respects, all rights remain with the Customer.

### **12. DELAY; NON-PROVISION OF SERVICES OR SUPPLIES; COST CONSEQUENCES**

- 12.1 If the Customer does not fulfill his obligations to cooperate and/or provide and if ProductDock is hindered in the provision of services as a result, ProductDock can refuse to provide the services owed until the cooperative services and/or materials have been provided in accordance with the contract. Such delays on the part of the Customer lead to a corresponding postponement or extension of bindingly agreed deadlines and execution periods.
- 12.2 The Customer is obliged to compensate ProductDock for damages incurred by ProductDock due to the Customer's defective cooperation and/or provision.

### **13. FURTHER DUTIES AND RESPONSIBILITIES OF THE CUSTOMER**

- 13.1 The Customer shall adequately test software programs and/or components (e.g., modules developed for the Customer or bug fixes) provided to him on a test system before the start of productive use.
- 13.2 Prior to the start of productive use of the contractual software programs, the Customer shall take appropriate measures in the event that the software program in question does not work properly. At a minimum, the Customer shall perform a data backup beforehand.
- 13.3 Unless otherwise agreed, it is the Customer's responsibility to create the conditions (e.g., connection to the data network, procurement, and operation of the necessary

hardware and software, provision of storage space) for the use of the services in accordance with the contract.

- 13.4 ProductDock takes all reasonable measures to exclude risks from malware. However, ProductDock cannot guarantee the complete security of its systems and software. The Customer is therefore obliged to also take all reasonable measures in his area of responsibility to protect his systems from malware.

#### 14. REMUNERATION AND PRICES; PRICE ADJUSTMENTS

- 14.1 Unless expressly agreed otherwise, all services shall be rendered and invoiced on a time basis in accordance with the hourly or daily rates stated in the offer, otherwise in accordance with the applicable price list of ProductDock. Cost calculations contained in the offer or otherwise stated are non-binding unless they are expressly designated as a fixed price or a binding upper limit.

ProductDock records the number of hours spent according to time spent and keeps corresponding records (effort records). The time spent is to be confirmed in writing by the Customer at any time upon ProductDock's request, but in any case, upon completion of the respective service provision.

- 14.2 If a binding fixed price is agreed as remuneration for a service, this fixed price covers only the services listed in ProductDock's offer with reference to this fixed price or otherwise expressly agreed with specific reference to the fixed price.
- 14.3 Clause 14.2 shall apply accordingly to the agreement of recurring (e.g., monthly) remuneration.
- 14.4 Unless otherwise agreed, prices are ex works. The costs for dispatch, transport, packaging, insurance, customs, etc., are charged separately.

- 14.5 ProductDock is entitled to increase the remuneration and prices once per calendar year in accordance with the following regulations.

ProductDock will notify the Customer of the increase at least 60 days before the planned entry into force of the increase. If the Customer does not agree with the increase, he may terminate the affected contractual relationships extraordinarily by written declaration within 45 days of receipt of the notification with effect from the date on which the change is intended to take effect. If no notice of termination is given in due time, the increase shall be deemed to have been effectively agreed for all services provided from the expiry of the period.

In the aforementioned notification, ProductDock points out the aforementioned deadline as well as the legal consequences of its expiry in the event of failure to exercise the termination option.

- 14.6 In the case of contracts for the provision of recurring services (e.g., hosting, housing, or software-as-a-service), ProductDock is also entitled to adjust the agreed remuneration in accordance with the following regulations, namely in the case of

- a significant change in market conditions,
- a general change in wages or other employment costs and/or
- a change in procurement costs (e.g., due to price adjustments by suppliers or due to changes in taxes or other levies).

The adjustment shall be made to the extent that the aforementioned case(s) affect(s) the agreed services. ProductDock will notify the Customer of an adjustment at least 60 days before it comes into effect.

An adjustment may only be made once per calendar year. In the event of such an adjustment, the Customer has no extraordinary right of termination. However, an adjustment is excluded during the first twelve months of the contract term.

#### 15. OTHER COSTS AND EXPENSES

- 15.1 Travel costs and expenses for business trips shall be

charged to the Customer as follows unless otherwise agreed:

- Travel time shall be charged as working time, based on the agreed hourly rate. If no such rate has been agreed upon, ProductDock's general price list shall apply.
- Daily expenses shall be calculated according to the applicable maximum tax rates.
- Accommodation costs will be charged in full with proof of the costs incurred.
- Costs for public transport (train, bus, airplane, etc.) will be charged in full upon proof of the costs incurred. For journeys by car, the applicable maximum tax rate will be charged per kilometer traveled.

Business trips are all trips of ProductDock employees required for the contractual performance of services and/or requested by the Customer.

- 15.2 For postal deliveries or returns of materials, flat shipping rates will be charged unless expressly agreed otherwise.

- 15.3 Costs and expenses arising from services not covered by the contractual agreements shall be borne by the Customer.

The same applies to costs and expenses incurred by ProductDock due to

- incorrect or incomplete Customer information,
- defective cooperation or provision obligations of the Customer, or
- notifications of defects by the Customer, which turn out to be incorrect (e.g., because the defect in question does not fall under ProductDock's contractual or statutory obligations to remedy defects) and/or due to defect analysis and/or remedial activities in this respect.

#### 16. TERMS OF PAYMENT, INVOICING, DEFAULT OF PAYMENT

- 16.1 All agreed prices and remunerations are exclusive of the statutory value-added tax applicable at the time of performance of the service.

- 16.2 Unless expressly agreed otherwise, ProductDock shall invoice its services as follows:

- for deliveries of hardware or software: upon delivery;
- in the case of payment by time and material: monthly and/or upon completion of the service provision;
- for recurring remuneration (e.g., hosting or software-as-a-service): monthly in advance;
- in the case of usage-based (e.g., volume-based) remuneration: at the beginning of the current month for the previous month;
- if a binding fixed price has been agreed: according to the payment schedule agreed in the offer or otherwise; if no payment schedule has been agreed: upon acceptance of the respective service by the Customer.

However, ProductDock reserves the right to perform services only against advance payment. In the case of combined deliveries and services, ProductDock shall invoice the individual deliveries and the individual services in each case in accordance with the above bullet points.

- 16.3 Invoices are sent electronically, usually by e-mail. The Customer shall designate a suitable e-mail address for this purpose.

- 16.4 Travel expenses are usually invoiced to the Customer in the month of travel or in the following month.

- 16.5 Agreed prices and remunerations shall, in each case, become due upon receipt of the invoice and shall be paid within 14 calendar days without deduction unless a different payment period is specified in the invoice. Cash discounts shall not be accepted.

- 16.6 Payments are deemed to have been made on the day and at the place where ProductDock can dispose of the amount. Cheques and bills of exchange are accepted, if at all, on account of payment and are only deemed to be paid after encashment. Discount charges and costs shall be borne by the Customer. Payments may only be made in the agreed

currency.

### 17. SET-OFF AND RETENTION

- 17.1 The Customer may only offset claims of ProductDock with counterclaims that have been legally established or are not disputed.
- 17.2 The Customer's rights of retention are only permitted insofar as they concern claims based on the same contractual relationship.

### 18. TERM OF CONTRACTS

- 18.1 Unless otherwise agreed, contracts for the provision of recurring services (e.g., hosting, housing, or software-as-a-service) shall generally run for an indefinite period, subject to a minimum term of 12 months.
- Upon expiry of the minimum term, the contract shall be extended by extension periods of 12 months each, unless it has been terminated at the end of the minimum term or the respective extension period by giving 6 months' notice to the end of the quarter.
- 18.2 The right of each party to terminate for a good cause remains unaffected. Good cause for ProductDock exists in particular if the Customer is in arrears with his payment obligation despite a reminder.
- 18.3 The termination must be in writing to be effective.

### 19. WARRANTY FOR DEFECTS IN SERVICES

- 19.1 Unless expressly agreed otherwise, ProductDock does not warrant that the services will work together with services or products of third parties.
- 19.2 The associated product description shall be authoritative for the quality of software.
- 19.3 Insofar as ProductDock is obliged to remedy defects towards the Customer, the Customer shall describe the defects as precisely as possible in the form of defect reports.
- 19.4 Insofar as the services are subject to defect law under a rental agreement (e.g., Software-as-a-Service, temporary software licensing, or housing), this shall apply with the following proviso:

The Customer's right to terminate the contract for failure to provide use in accordance with § 543 (2) sentence 1 no. 1 of the German Civil Code (BGB) is excluded unless the provision of use in accordance with the contract is to be regarded as having failed.

Subject to Clauses 20.4 and 20.7, the strict liability of ProductDock according to § 536a BGB German Civil Code due to defects already existing at the time of conclusion of the contract is excluded.

- 19.5 Furthermore, in the event of statutory liability for defects, ProductDock shall carry out the measures required hereunder, whereby the right to choose between any measures provided for by law lies with ProductDock.

If ProductDock is obliged to provide rectification to the Customer (repair or replacement), the Customer shall allow ProductDock at least two attempts at rectification.

In the event of a replacement delivery, the Customer is obliged to return the replaced performance, insofar as such return is not excluded due to the subject matter of the performance.

The Customer is not entitled to take action itself unless this is absolutely necessary in urgent cases of danger to operational safety or to prevent disproportionately large damage. In such a case, ProductDock must be notified immediately.

- 19.6 ProductDock shall only pay damages and compensation for futile expenses due to a defect within the scope of Clause 20.
- 19.7 Claims arising from the statutory liability for defects under a contract of sale or contract for work and services shall become statute-barred, except in cases of intent (including fraudulent intent), upon expiry of 12 months from delivery of the products or (in the case of work and services) from

acceptance of the relevant services by the Customer.

### 20. LIABILITY AND LIMITATION OF LIABILITY

- 20.1 Information from ProductDock contained in brochures, advertisements, documentation, and on the web pages are not declarations of guarantee and do not contain any assurance of properties.
- 20.2 Insofar as the scope of application of the Telecommunications Act (TKG) is opened, the liability of ProductDock is limited in accordance with § 70 TKG. Outside the scope of the TKG, ProductDock's liability is governed by the following provisions.
- 20.3 ProductDock is only liable in the event of its own fault as well as the fault of its legal representatives, executive employees, and other vicarious agents, in accordance with the following provisions.
- 20.4 ProductDock is liable without limitation for damages caused intentionally or through gross negligence by ProductDock or its legal representatives, executive employees, or other vicarious agents.
- 20.5 In the event of a slightly negligent breach of an obligation on whose compliance the Customer could rely and whose fulfillment makes the proper performance of the contract possible in the first place (so-called cardinal obligation), ProductDock's liability is limited to those damages that must typically be expected to occur within the scope of the relevant service relationship (so-called contract-typical foreseeable damages). Otherwise, liability for damages caused by slight negligence is excluded.
- 20.6 In the cases of liability, according to clause 20.5, the liability of ProductDock under the respective contractual relationship is further limited to an amount of EUR 250.000,00 per claim and in total under the respective contractual relationship to an amount of EUR 500.000,00.
- 20.7 Liability for fraudulent intent, personal injury, and liability under the Product Liability Act shall remain unaffected by the above provisions.
- 20.8 The liability for data loss is limited to the recovery effort for usual data backups (daily backup on the Customer's side) unless a data backup by ProductDock has been expressly agreed upon.

### 21. FORCE MAJEURE

Events for which ProductDock, its legal representatives, and its vicarious agents are not responsible ("force majeure"), in particular technical events beyond the control of ProductDock, power failures, non-functioning of telephone lines, or other comparable technical obstacles and their consequences, exempt ProductDock for the duration of their occurrence from the fulfillment of the contractually assumed obligation to perform which is made more difficult or impossible by these events.

### 22. SECREC; DATA PROTECTION AND DATA SECURITY

- 22.1 The Parties shall keep secret all information and knowledge obtained in the course of the performance of the contract - in particular, business secrets pursuant to § 2 no. 1 of the German Business Secrets Act (GeschGehG) - and other confidential information - such as of a technical, commercial or organizational nature as well as all information made available for the purpose of the performance of the contract, in particular such information resulting from protected documents - and protect it from unauthorized disclosure, knowledge, duplication, use and other misuses by third parties not involved in the performance of the contract ("obligation to protect secrets").
- The parties are obliged to take all reasonable measures to comply with the above obligation to protect secrets.
- In any case, the parties are strictly prohibited from reverse engineering within the meaning of § 3 (1) no. 2 GeschGehG.
- 22.2 No confidential information is such information that is generally published by the disclosing party or which constitutes generally accessible knowledge.
- 22.3 The Customer bears sole responsibility for compliance with

the provisions of the data protection law applicable to him.

- 22.4 Insofar as ProductDock carries out commissioned processing for the Customer (within the meaning of Article 28 of the General Data Protection Regulation), the Parties shall conclude a separate agreement on commissioned processing.
- 22.5 Insofar as ProductDock uses third parties to provide the services resulting from the respective contractual relationship, ProductDock is entitled to disclose confidential information and data of the Customer to these third parties insofar as this is absolutely necessary for the contractual provision of services and is permitted by law.
- 22.6 ProductDock is further entitled to disclose confidential information and data of the Customer, insofar as ProductDock is obliged to do so due to statutory provisions or official orders and further insofar as it concerns third parties who are obliged to protect secrets according to their profession.
- 22.7 Insofar as ProductDock carries out data backups or has them carried out, these primarily serve to restore the data and systems at the last possible recovery time after an emergency (disaster recovery). The Customer has no claim to the individual restoration of data deleted by him.

### 23. FINAL PROVISIONS; REFERENCE CUSTOMER

- 23.1 Amendments and supplements to the contractual relationship must be made in writing. This also applies to the cancellation of this clause.
- 23.2 Should one or more provisions of these GTC and/or other contracts concluded between the parties be or become invalid or should a loophole be found in them, the validity of the remaining provisions shall not be affected, and the invalid provisions or the loophole shall be replaced by an appropriate, permissible provision which the contracting parties intended or would have intended according to the meaning and purpose of the terms and conditions if they had known of the invalidity or the loophole.
- 23.3 The place of performance for all contractual services is ProductDock's place of business.
- 23.4 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is ProductDock's place of business.  
However, ProductDock is entitled to bring an action instead in the court having jurisdiction over the Customer or in any other court that may have jurisdiction under national or international law.
- 23.5 The Parties agree that the law of the Federal Republic of Germany shall apply to all legal relationships arising from this contractual relationship, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 23.6 The Customer hereby grants ProductDock the right to use the company name (company) of the Customer in press releases as well as in marketing measures and materials for its own promotional purposes, in particular, to name the Customer as a reference customer of ProductDock.  
The Customer may restrict or revoke the right granted above at any time by making a corresponding declaration to ProductDock (in writing or in text form).

## PART B – SPECIAL CONDITIONS FOR WORK SERVICES

### 24. SCOPE OF THE FOLLOWING REGULATIONS

The provisions of Part B shall apply only to work performances, for which they shall take precedence over the other provisions of these GTC.

### 25. ACCEPTANCE OF WORK RESULTS

- 25.1 ProductDock shall notify the Customer of the provision of work results for acceptance in writing or in text. The Customer shall commence the acceptance test without delay

and accept each work result within a reasonable period of time, but no later than within 7 calendar days from the provision of the respective work result unless otherwise agreed below or otherwise.

- 25.2 ProductDock is entitled to participate in the acceptance test. Support of the Customer by ProductDock during the acceptance test shall be provided against separate remuneration in accordance with ProductDock's price list valid at the time.
- 25.3 Insignificant defects in work results do not prevent acceptance.
- 25.4 Defects in the work results reported by the Customer to ProductDock within the acceptance test and which prevent acceptance shall be remedied by ProductDock within a reasonable period of time.  
The acceptance test shall be deemed successful as soon as all defects reported in due time and preventing acceptance have been remedied, or ProductDock has proven that these are not defects within the meaning of § 640 BGB (German Civil Code).
- 25.5 The Customer confirms successful acceptance in writing to ProductDock.
- 25.6 If the Customer does not declare or confirm acceptance in writing or text form by the expiry of the acceptance period (cf. Clause 25.1), nor does the Customer justifiably inform ProductDock of the existence of defects that prevent acceptance by the expiry of the acceptance period, the work results shall be deemed accepted.  
Furthermore, the work results are deemed to be accepted when the Customer uses them productively.
- 25.7 ProductDock may demand acceptance of partial results (e.g., self-contained performance sections such as modules or epics, completed parts of the subject matter of the contract). The above provisions of this Clause 25 also apply to such acceptance.

In the event of acceptance of partial results, defects occurring during subsequent partial acceptance which have their cause in the partial results already accepted shall only prevent acceptance of the subsequent partial results if the defect not only insignificantly impedes the interaction with the subsequent partial results or not only insignificantly impairs the functionality and this was not recognizable to the Customer in isolation during the previous partial acceptance(s).

### 26. RIGHTS OF USE TO WORK RESULTS

- 26.1 Unless expressly agreed otherwise, the Customer shall receive a non-exclusive, geographically unrestricted, and temporally unlimited right to use the work results for the contractually intended purpose or for the contractually agreed types of use, in each case exclusively for internal operational purposes.
- 26.2 Insofar as the work results are software and nothing to the contrary has been expressly agreed, the rights of use granted above shall be limited to the object code of the software, i.e., the Customer shall have no claim to the source code.
- 26.3 The granting of rights of use in favor of the Customer according to Clause 26.1 is subject to full payment of the respective remuneration to ProductDock.
- 26.4 All rights of use and exploitation of the contractual work results not expressly granted to the Customer remain with ProductDock. In particular, ProductDock has the right to use, distribute and exploit all findings, concepts, procedures, methods, know-how, approaches, etc., underlying the work results without restriction.

## PART C – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF SOFTWARE

### 27. SCOPE OF THE FOLLOWING REGULATIONS

27.1 The provisions of part C apply only insofar as ProductDock provides the Customer with computer programs and any accompanying material – hereinafter collectively referred to as “Software” – for use on the Customer's systems, and for these cases take precedence over the other provisions of these GTC.

27.2 The provisions of Part C do not apply to the provision and/or operation of Software in the data center of ProductDock or its subcontractors for use by the Customer.

### **28. SCOPE AND LIMITS OF THE RIGHT OF USE**

28.1 Unless otherwise agreed, the Customer receives a simple, non-exclusive, and non-transferable right to use the Software for its own internal purposes.

28.2 Unless otherwise stated in the offer or the license certificate, the right of use is granted for a limited period as a named user license (right of use for a named natural person).

28.3 Unless expressly permitted by the above grant of rights or by mandatory statutory provisions, the Customer is prohibited from distributing, leasing, sublicensing, reproducing, translating, decompiling, disassembling, descrambling, or otherwise processing the Software.

28.4 All trademark and copyright notices on or in the Software shall remain unchanged.

28.5 The rights of use granted by these GTC are limited to the object code of the Software. There is no entitlement to the source code.

### **29. PROOF OF USE; REQUESTS FOR INFORMATION, CONTROL OF USE**

29.1 Upon ProductDock's request, the Customer shall, to a reasonable extent, immediately provide information in writing as to whether the Software is being used in accordance with the contract. This information must contain all details necessary for verification (e.g., number of workstations used or licenses activated).

29.2 The Customer shall grant ProductDock reasonable access to its records and systems in this regard for the purpose of verifying use in accordance with the contract. All information received in this context shall be treated confidentially by ProductDock and shall only be made accessible to third parties to the extent that is absolutely necessary to protect the rights of ProductDock.

29.3 ProductDock is entitled to integrate appropriate technical measures into the Software to verify that it is being used in accordance with the contract.

### **30. THIRD-PARTY SOFTWARE PRODUCTS**

30.1 Insofar as the software is a software product of a third-party supplier, deviating regulations may apply to these software products, in particular with regard to the scope and limits of the right of use.

The Customer shall inform itself about the terms of use applicable to these software products and observe them. ProductDock will provide the Customer with the relevant terms of use upon request.

30.2 Insofar as software products of a third-party supplier are supplied to the Customer which are not included in the rights of use granted to the Customer (e.g., separate open source components), the Customer may only use these software products on the basis of a separate license, the procurement of which is the responsibility of the Customer.

30.3 The third-party software may have technical means to prevent unauthorized use.