

1. Application

(1) These GTC of Syngenio AG, Munich / Stuttgart / Frankfurt / Bonn / Düsseldorf / Hamburg (hereinafter: Syngenio) apply to all contracts concluded with Syngenio. These GTC also apply to all future business relationships, even if these GTC are not expressly agreed again.

(2) Contrary terms and conditions of the business partner are not binding, unless expressly accepted by Syngenio in writing.

(3) These GTC are an addition to framework agreements, written individual agreements and price lists. Should their provisions differ, they will have priority over these GTC.

2. Offer / Contract Conclusion

Unless otherwise stated, offers are non-binding and statements in marketing texts or letters do not represent assured characteristics or guarantees.

3. Supply Conditions

(1) Contractual performance periods do not represent fixed dates, unless otherwise agreed. Binding delivery dates or periods may only be agreed in written form.

(2) Delays or service disruptions for which the customer is responsible and delays caused by force majeure may extend agreed deadlines.

(3) Service dates / periods will not start before all details necessary for the performance of the contract have been mutually clarified and all the necessary information and documents have been obtained. If the customer delays the provision of information by more than two weeks, Syngenio may request a new agreement on periods/dates, taking the fact that Syngenio always uses existing personnel resources to full capacity into account. In case of contractual changes that may affect the delivery period, the delivery period will be appropriately extended, unless agreed otherwise.

(4) Syngenio may withhold performance for as long as the buyer

defaults on contractual obligations, including from other contracts.

(5) Syngenio may use subcontractors for the performance of its services. Syngenio will be as responsible for these subcontractors' services as for Syngenio's own services.

4. Terms of Payment

(1) Agreed prices are plus VAT. Refunds of travel costs and expenses, etc., will be specified in separate agreements.

(2) Invoices will be due without deductions within 7 days of the invoice date, unless otherwise agreed. In case of default, default interest will be charged in accordance with Section 288 of the German Civil Code [Bürgerliches Gesetzbuch, BGB]. Further claims remain reserved.

(3) The other contract party is only entitled to offset this party's counterclaims if they have been legally established or are uncontested or recognized by Syngenio.

(4) If the customer's financial situation deteriorates to the extent that this jeopardizes Syngenio's payment claims, Syngenio may obtain advance payment or collateral for further services.

(5) If the maturity of a payment claim depends directly or indirectly on cooperation by the customer which the customer fails to provide or to provide on time, payment may be obtained as of the date on which the payment would have been due with proper cooperation.

5. Usage Rights

(1) Where services of Syngenio are protected by copyright, usage rights will only be transferred to the other contract party following complete payment.

(2) Usage rights will only be transferred to the other contract party content-wise, spatially and temporally to the extent expressly agreed or contractually necessary. Apart from that, these rights will remain with Syngenio. Rights to make changes or edits are not granted, unless otherwise agreed. The other

contract party may not grant sublicenses, unless separately agreed.

This also applies to use within the group.

(3) Programs the customer obtains via Syngenio from third parties are also subject to their respective licensing conditions. The customer must acquire the necessary rights directly from the third party.

(4) Rights to raw data or drafts are not transferred, unless separately agreed. There is no obligation to grant such rights without an agreement.

6. Acceptance

Work services performed by Syngenio must be reviewed for their functionality and flawlessness by the other contract party within 10 business days of being provided. If no such review is performed by this deadline, the service will be considered accepted. The service will also be considered accepted if the other contract party uses the provided service without submitting complaints to Syngenio.

7. Premature Termination

(1) If Syngenio performs work services and the other contract party wishes to end the contract in the conceptual state, a reduced fee based on the work performed will be considered agreed in case termination rights have been agreed. Apart from that, Section 649 of the German Civil Code will apply. Commissioned services and necessary external costs must always be paid.

(2) All usage rights will remain with Syngenio in case of premature termination.

8. Customer's Cooperation

If agreed or otherwise necessary, the customer must appropriately assist Syngenio with work creation or service performance. Data and information to be supplied by the customer must be submitted in the format required by Syngenio. The customer must ensure regular (daily) backups of the customer's data and software.

9. Responsibility for Content

(1) Syngenio is neither able nor required to provide legal advice. The other contract party is responsible for checking the permissibility of the use of products and solutions at and / or for the other contract party's business. The other contract party must review whether designs or software solutions may infringe on copyrights, personal rights or data protection rights or criminal or other laws before applying such designs or software solutions.

(2) Acquired software licenses may only be used as specified by the corresponding licensing conditions.

10. Liability Disclaimer

Claims against Syngenio to compensation for damages are excluded, except in case of intent, gross negligence, violations of essential contractual obligations or injuries to life, limb or health. The same applies to compensation for indirect or consequential damages. Syngenio's liability is limited to typical damage that is foreseeable at the time of contract conclusion. This is without prejudice to liability under the German Product Liability Act [Produkthaftungsgesetz, ProdHaftG].

11. Confidentiality

Syngenio will treat the other contract party's trade secrets that become accessible as part of contract performance confidentially. Any subcontractors Syngenio commissions for partial service performance will be committed to the same obligation.

12. Text Form

Legal statements to Syngenio and contractual changes must be issued in written form or via fax or scan in written form.

13. Place of Performance, Place of Jurisdiction, Choice of Law

The place of performance for all obligations and the place of jurisdictions for all disputes under the contractual relationship is, if the other contract party is a merchant or legal person under public law, Munich, Germany. The contractual relationship is governed by the law of the Federal Republic of Germany under

exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

14. Severability Clause

Should a clause of these GTC be ineffective, this will not affect the effectiveness of the remaining clauses.