

1. Cooperation

1.1 The parties shall cooperate based on trust and shall inform each other without delay in the event of any deviations from the agreed procedure or doubts as to the correctness of the other's procedure.

1.2 If Customer recognizes that its own information and requirements are incorrect, incomplete, ambiguous, or impracticable, it shall immediately inform Soluvine GmbH thereof and of the consequences recognizable to it.

1.3 The contracting parties shall name contact persons and their deputies to each other who shall responsibly and expertly manage the implementation of the contractual relationship for the contracting party naming them.

1.4 The Parties shall notify each other without undue delay of any changes in the persons named. Until receipt of such notification, the previously designated contact persons and/or their deputies shall be deemed authorized to make and receive declarations within the scope of their previous power of representation.

1.5 The contact persons shall inform each other at regular intervals about progress and obstacles in the execution of the contract to be able to intervene in the execution of the contract in a guiding manner if necessary.

1.6 Soluvine GmbH shall prepare minutes of the exchange of information in meetings with Customer. The minutes shall be forwarded to Customer. In the event of contrary views, Customer shall have the right to have its view included in the minutes. This right shall be exercised no later than one week after receipt of the minutes.

2. Cooperation Duties of the Customer

2.1 Customer shall support Soluvine GmbH in the performance of its contractual obligations. This includes the timely provision of information, data material as well as hardware and software to the extent required by Customer's cooperation. Customer shall instruct Soluvine GmbH in detail regarding the services to be provided by Soluvine GmbH.

2.2 Customer shall provide the required number of its own employees for the performance of the contractual relationship, who shall have the required expertise.

2.3 If Customer has agreed to provide Soluvine GmbH with materials (images, sounds, texts, etc.) in connection with the performance of the Agreement, Customer shall provide such materials to Soluvine GmbH promptly and in a common, directly usable, preferably digital format. If it is necessary to convert the material provided by Customer into another format, Customer shall bear the costs incurred for this. Customer shall ensure that Soluvine GmbH obtains the rights necessary to use such materials.

2.4 Customer shall perform any acts of cooperation at its own expense.

3. Involvement of third parties

3.1 The Customer shall be liable for third parties who act on behalf of Soluvine GmbH at the instigation or with the acquiescence of the Customer as if they were vicarious agents. Soluvine GmbH shall not be responsible to the Customer if Soluvine GmbH is unable to fulfill its obligations to the Customer in whole or in part or in a timely manner due to the conduct of a third party.

4. Dates

4.1 Dates for the performance of services may only be promised by the contact person on the part of Soluvine GmbH.

4.2 The contracting parties shall set dates in writing if possible.

4.3 Soluvine GmbH shall not be responsible for delays in performance due to force majeure (e.g. strike, lockout, war, official orders, general disruptions in telecommunications, etc.) and circumstances within the Customer's sphere of responsibility (e.g. untimely provision of cooperation services, delays by third parties attributable to the Customer, etc.) and shall entitle Soluvine GmbH to postpone the provision of the affected services for the duration of the impediment plus a reasonable start-up period. Soluvine GmbH will notify Customer of any delays in performance due to force majeure.

5 Change of Services (Change Request)

5.1 If Customer wishes to change the contractually agreed scope of the services to be provided by Soluvine GmbH (change request), Customer shall submit such change request to Soluvine GmbH in writing. The further procedure shall be governed by the following provisions. Soluvine GmbH may dispense with the procedure set forth in paragraphs 2 to

5 above in the case of change requests that can be reviewed quickly and are expected to be implemented within 8 working hours.

5.2 Soluvine GmbH will examine what effects the requested change will have, about remuneration, additional work, and deadlines. If Soluvine GmbH recognizes that Services to be performed cannot be performed or can only be performed with a delay because of the review, Soluvine GmbH shall notify Customer thereof and point out to Customer that the change request can still only be reviewed if the affected Services are postponed for an initially indefinite period. If Customer declares its consent to such postponement, Soluvine GmbH shall carry out the review of the change request. Customer is entitled to withdraw its change request at any time; the initiated change procedure will then end.

5.3 After reviewing the change request, Soluvine GmbH shall present to Customer the effects of the change request on the agreements made. The statement shall contain either a detailed proposal for the implementation of the change request or information as to why the change request cannot be implemented.

5.4 The contracting parties shall immediately agree on the content of a proposal for the implementation of the change request and attach the result of a successful agreement to the text of the agreement to which the change relates as a supplementary agreement.

5.5 If no agreement is reached or if the amendment procedure ends for any other reason, the original scope of services shall remain in effect. The same shall apply if the customer does not agree to a postponement of the services for the further performance of the test pursuant to paragraph 2.

5.6 The dates affected by the change procedure shall be postponed to the extent necessary, considering the duration of the review, the duration of the vote on the change proposal and, if applicable, the duration of the change requests to be executed plus a reasonable start-up period. Soluvine GmbH shall notify Customer of the new dates.

5.7 Customer shall bear the expenses incurred because of the change request. This includes the examination of the change request, the preparation of a change proposal and any downtime. If the parties have agreed on daily rates, the expenses shall be calculated according to such rates, otherwise according to the usual remuneration of Soluvine GmbH.

5.8 Soluvine GmbH shall be entitled to modify or deviate from the services to be provided under the Contract if the modification or deviation is reasonable for Customer, considering the interests of Soluvine GmbH.

6. Remuneration

6.1 Customer shall bear against proof and in accordance with the tax guidelines all expenses such as travel and accommodation costs, out-of-pocket expenses and claims for remuneration from third parties incurred during the performance of the contract. Travel expenses will only be reimbursed if the travel distance from the registered office of Soluvine GmbH exceeds 50 km. The pure travel time will be charged at 50% of the agreed hourly rate. For the handling of orders with third parties (e.g., text design, etc.), the costs of which are charged directly to the Client, Soluvine GmbH will charge a handling fee of 15%.

6.2 Soluvine GmbH shall be remunerated on a time basis or based on a fixed price agreed in advance. Unless otherwise agreed, Soluvine GmbH's current rates of remuneration shall be decisive for the remuneration of the time spent. Soluvine GmbH shall be entitled to change or supplement the rates of remuneration on which the agreements are based at its reasonable discretion. Cost estimates or budget plans prepared by Soluvine GmbH are non-binding. Unless otherwise defined, the following payment modalities are agreed upon for the creation of software solutions: 50 percent of the total fixed price at the time the order is placed, 40 percent of the total fixed price at the time the system is handed over for a handover test (handover meeting), 10 percent of the total fixed price and the possible variable costs (e.g. additional work, travel expenses, out-of-pocket expenses) after acceptance and commissioning on the system provided for this purpose.

6.3 If the parties have not reached an agreement on the remuneration of a service of Soluvine GmbH, the performance of which Customer could only expect according to the circumstances against remuneration, Customer shall pay the remuneration customary for such service. In case of doubt, the rates charged by Soluvine GmbH for its services shall be deemed customary.

6.4 All contractually agreed remunerations are exclusive of the statutory value added tax.

7. Rights

7.1 Soluvine GmbH grants Customer the non-exclusive right to use the Services provided in accordance with the contract, without any restrictions in terms of space, time, or scope.

7.2 Any further use than described in paragraph 1 is prohibited. In particular, the Customer shall be prohibited from granting sublicenses and from reproducing, renting or otherwise exploiting the Services.

7.3 Until full payment has been made, Customer may only use the Services provided on a revocable basis. Soluvine GmbH may revoke the use of such Services for which Customer is in default of payment for the duration of the default.

8. Infringements of Intellectual Property Rights

8.1 Soluvine GmbH shall indemnify and hold harmless Customer at its own expense from and against all claims of third parties arising from infringements of proprietary rights (patents, licenses, and other proprietary rights). Customer shall immediately inform Soluvine GmbH of any claims asserted by third parties. If Customer does not inform Soluvine GmbH immediately about the asserted claims, the right of indemnification shall expire.

8.2 In the event of any infringement of Intellectual Property Rights, Soluvine GmbH may - without prejudice to any claims for damages by Customer - at its own discretion and at its own expense, after prior consultation with Customer, make changes with respect to the affected Service which, while safeguarding Customer's interests, ensure that an infringement of Intellectual Property Rights no longer exists or acquire the necessary rights of use for Customer.

9. Withdrawal

9.1 The Customer may only withdraw from the contract due to a breach of duty that does not consist of a defect in the purchased item or the work if Soluvine GmbH is responsible for such breach of duty.

10. Liability

10.1 Soluvine GmbH shall be liable for intent and gross negligence. Soluvine GmbH shall only be liable for slight negligence in case of breach of a material contractual obligation (cardinal obligation) and in case of damage resulting from injury to life, body, or health.

10.2 In the event of slight negligence, liability shall be limited to the amount of the foreseeable damage that can typically be expected to occur. In any case, liability shall be limited to EUR 300.00 (in words: three hundred).

10.3 Soluvine GmbH shall not be liable for the loss of data and/or programs to the extent that the damage is due to Customer's failure to perform data backups and thereby ensure that lost data can be restored with reasonable effort.

10.4 The above provisions shall also apply in favor of Soluvine GmbH's vicarious agents.

11. Non-solicitation

11.1 Customer agrees not to entice away any employees of Soluvine GmbH or to hire such employees without the consent of Soluvine GmbH for the duration of the cooperation between the parties and for a period of one year thereafter. For each case of culpable violation, Customer agrees to pay a contractual penalty to be determined by Soluvine GmbH and to be reviewed by the competent court in the event of a dispute.

12 Confidentiality and Press Release

12.1 The documents, knowledge and experience provided to the other contracting party may only be used for the purposes of this contract and may not be made available to third parties unless they are intended to be made available to third parties or are already known to the third party. Third parties shall not include auxiliary persons such as freelancers, subcontractors, etc. who are called in for the performance of the contractual relationship.

12.2 In addition, the contracting parties agree to maintain confidentiality regarding the content of this contract and the knowledge gained during its execution.

12.3 The confidentiality obligation shall also apply beyond the termination of the contractual relationship.

12.4 If a contracting party so requests, the documents handed over by it, such as strategy papers, briefing documents, etc., shall be returned to it after termination of the contractual relationship, unless the other contracting party can claim a justified interest in these documents.

12.5 Press releases, information, etc. in which one contracting party refers to the other shall only be permitted after prior written agreement - also by e-mail.

13. Conciliation

13.1 In the event of any disagreement arising from or in connection with this contractual relationship, the parties shall first attempt to reach a solution by means of a detailed discussion between the contact partners. In exceptional circumstances and if bilateral dispute resolution is unreasonable, the prior discussion between the contact partners may be waived.

13.2 Differences of opinion which cannot be resolved by the parties shall be settled by arbitration. If one of the parties refuses to go to conciliation, it may take recourse to the ordinary courts if it has notified the other party in writing in advance.

13.3 To enable conciliation, the parties mutually waive the defense of the statute of limitations for all claims arising from the disputed facts of life from the request for conciliation until one month after the end of the conciliation proceedings. The waiver shall have the effect of suspending the statute of limitations.

13.4 The dates affected by the conciliation proceedings, including the preceding discussion between the Contact Parties, shall be postponed as necessary, considering the duration of the conciliation and, if applicable, the duration of the conciliation results to be executed plus a reasonable start-up period.

14. Miscellaneous

14.1 The assignment of claims shall only be permitted with the prior written consent of the other contracting party. Such consent may not be unreasonably withheld.

14.2 A right of retention may only be asserted based on counterclaims arising from the respective contractual relationship.

14.3 The contracting parties may only offset claims that have been legally established or are undisputed.

14.4 Soluvine GmbH may name Customer as a reference customer on its website or in other media. Soluvine GmbH may further publicly reproduce or refer to the Services provided for demonstration purposes unless Customer can claim a legitimate interest to the contrary.

15. Final Provisions

15.1 All amendments and supplements to contractual agreements must be recorded in writing for evidence purposes. Notices of termination shall be made in writing. Notifications that must be made in writing may also be made by e-mail.

15.2 Should individually provisions of the party agreements be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the parties shall replace the invalid provision by a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same shall apply to any loopholes in the agreements.

15.3 The customer's general terms and conditions shall not become part of the contract.

15.4 The law of Switzerland shall apply to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods.

15.5 The exclusive place of jurisdiction for all legal disputes arising from or in connection with this contract shall be the registered office of Soluvine GmbH in Sevelen.