General Terms and Conditions – Schleupen SE

Note: Non-binding English translation – only the German version is legally binding.

As of May 2026

(hereinafter "GTC")

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§ 1 GENERAL PROVISIONS

(1) These GTC apply to all contractual relationships between Schleupen SE ("Schleupen") and the customer named in the offer or in an order form provided by Schleupen (collectively referred to as the "Offer") ("Customer"; Schleupen and the Customer are each referred to as a "Party" and collectively as the "Parties"). These GTC apply in the version current at the time the contract is concluded. They also apply even if they are not expressly referred to again in any additional agreements concluded between the Parties.

(2) Any GTC of the Customer that deviates from or supplement these GTC shall not apply. This shall also apply even if Schleupen does not expressly object to the inclusion of deviating GTC. These GTC shall also apply even if Schleupen provides services without reservation while aware of GTC of the Customer that conflict with or deviate from these GTC.

(3) These GTC apply only to businesses acting during their commercial activities at the time of contract conclusion, as well as to legal entities under public law and special funds under public law.

(4) The GTC applicable at the time of conclusion of the contract are set forth in the Offer provided by Schleupen and are made available to the Customer as part of the Offer.

(5) The legal relationship between Schleupen and the Customer shall be governed solely by the contract concluded based on Schleupen's Offer, including any special GTC specified in the Offer and dependent on the type of contract (collectively, the "Contract"). The Contract contains all agreements between the Parties regarding the subject matter of the Contract. Verbal commitments made by Schleupen prior to the conclusion of the Contract are not legally binding. Verbal agreements between the Parties are superseded by the written Contract. Additions and amendments to the agreements made, including these GTC, must be in writing to be effective. This also applies to any amendment to the foregoing written form clause.

(6) In the event of any conflicts between the terms of the Contract, the following order of precedence shall apply:

- Schleupen's Offer
- Appendix: Special Terms and Conditions (these depend on the type of Contract) and are specified in the Offer
- Appendix: These GTC
- Attachment: Additional attachments listed in the Offer

§ 2 SERVICES PROVIDED BY SCHLEUPEN

(1) Schleupen shall provide the Customer with the services specified in detail in the Offer. Services may, in particular, relate to the software specified in the Offer ("Contract Software").

(2) Schleupen has the right to engage subcontractors for the provision of services. The place of performance is the registered office/location of Schleupen or the engaged subcontractor.

(3) Unless otherwise agreed (e.g., in the contractual provisions of the Business Unit Governance, Risk & Compliance), the Service Hours ("Service Hours") during which Schleupen provides the agreed-upon services are:

- Monday through Thursday, 8:00 a.m. to 5:00 p.m. and
- Friday, 8:00 a.m. to 2:30 p.m.

Excluded are federal holidays, as well as December 24 & 31.

§ 3 REMUNERATION

(1) Payment for the provision and operation of the Contract software, as well as for any other services specified in the Offer, shall be made in accordance with the parameters and prices set forth in the Offer. Unless expressly agreed otherwise, payment shall be based on the parameters specified in the Offer and not on the actual use of the Contract software or other services. Remuneration is generally payable in advance for the period specified in the Offer. If these are services under a contract for work and materials, they shall be remunerated upon acceptance, unless otherwise specified in the Offer.

(2) The services provided by Schleupen under the service agreement agreed upon by the Parties in the Offer shall be invoiced and paid for retrospectively, after the services have been rendered. Invoices for services under the service agreement shall be issued in the following month for services rendered and expenses incurred in the preceding month. The hourly and daily rates of Schleupen specified in the Offer shall apply. The invoice for services under the service Contract must be accompanied by a list of the names of the consultants engaged and the duration of each consultant's work during the billing month.

(3) Schleupen shall be reimbursed for necessary travel and/or accommodation expenses in a reasonable amount, such as economy-class flights. The Customer shall reimburse Schleupen for the expenses incurred upon presentation of receipts.

(4) Unless otherwise expressly stated, all prices are exclusive of the applicable value-added tax.

(5) Invoices are due ten (10) days after the invoice date.

(6) During the provision of services, changes may become necessary, for example because the Customer wishes to or requires an expansion of the scope of services. If the Customer wishes to or requires a change to the scope of services and Schleupen agrees to the change, the remuneration for the services affected must be recalculated and adjusted accordingly by mutual agreement between the Parties.

§ 4 SEPARATE ASSIGNMENTS

(1) The Customer is entitled to request additional services from Schleupen that are to be provided to the Customer outside the scope of services defined in the Offer. At the Customer's request, Schleupen may prepare an Offer for the requested services, based on which the Customer may commission the services from Schleupen. The GTC in effect at the time of commissioning apply to these services.

(2) Unless expressly agreed otherwise, additional services commissioned from Schleupen shall be remunerated at prices in accordance with the service price list valid at the time of commissioning. Schleupen shall make the currently valid service price list available to the Customer at any time upon request.

§ 5 SALE OF THIRD-PARTY SOFTWARE

(1) Unless otherwise agreed between Schleupen and the Customer in the Offer, Schleupen shall sell the third-party software specified in the Offer ("Third-Party Software") to the Customer in exchange for payment of the license fee agreed upon in the Offer ("Third-Party License Fee"). Further provisions are set forth in the Offer.

(2) In addition to the provisions in the Offer, the respective third-party software end-user license agreements ("Third-Party Software EULA") of the third-party software provider shall apply. In the event of any discrepancies or conflicts between the Offer and the Third-Party Software EULA, the respective Third-Party Software EULA of the third-party software provider shall prevail.

(3) Before using the Third-Party Software for the first time, the Customer must agree to the Third-Party Software EULA of the respective third-party software provider. This is a prerequisite for the Customer's use of the Third-Party Software. The Customer is obligated to ensure full compliance with the Third-Party Software EULA.

(4) Upon payment of the Third-Party License Fee, the Customer shall be granted a simple, non-exclusive, perpetual, non-sublicensable, and non-transferable right to use the Third-Party Software in the version provided by Schleupen and with the scope of functions activated for the Customer, in accordance with the parameters agreed upon herein. The Customer is obligated to inspect the Third-Party Software for any visible material defects immediately upon delivery. If the Customer does not immediately inform Schleupen of any visible material defects that have occurred, the Third-Party Software shall be deemed accepted within the meaning of Section 377 (2) of the German Commercial Code (HGB). Material defects shall be remedied by Schleupen or a third party commissioned by Schleupen after the Customer has reported the defect. If the Customer sets a reasonable grace period in writing for the remedy of the material defect and (i) the remedy fails or (ii) Schleupen definitively refuses to remedy the defect or (iii) the grace period for subsequent performance expires without result, the Customer may withdraw from the Third-Party license purchase agreement or demand a reduction (reduction of the Third-Party License Fee) and claim damages in accordance with statutory provisions and within the scope of the liability provisions. The statute of limitations for claims for repayment arising from withdrawal or the limitation period for claims for a reduction in price due to a material defect in Third-Party Software is twelve (12) months, beginning with the delivery of the Third-Party Software; however, for material defects duly reported within the limitation period, it shall not be less than three months from the date of submission of the effective notice of withdrawal or reduction. For other claims arising from a material defect in the Third-Party Software, the statute of limitations is twelve (12) months, beginning with the delivery of the Third-Party Software. The provision of Section 438 (3) sentence 1 of the German Civil Code (BGB) remains unaffected in each case.

(5) Provided that the Parties have agreed to this in the Offer, Schleupen shall perform the installation services defined in the Offer for the Customer with respect to the Third-Party Software. The services provided as part of the installation project are subject to the law governing contracts for work and services pursuant to Sections 631 et seq. of the German Civil Code (BGB). The provisions of Section 650 BGB do not apply. Upon completion of the installation, the Customer shall test the Third-Party Software at its own responsibility and shall declare acceptance immediately, but no later than within seven (7) calendar days after completion of the installation, at least in writing. Acceptance of the installation project shall be deemed to have taken place if Schleupen has not received any notice of defects within fourteen (14) calendar days after the software goes live. Defects in the work shall be remedied by Schleupen or a third party commissioned by Schleupen after the Customer has notified Schleupen of the defect. Defects in the work shall be remedied through subsequent performance. If the Customer sets a reasonable grace period in writing for the remedy of defects in the work and (i) the subsequent performance fails (at least three attempts at rectification must be accepted due to a defect in the work) or (ii) if Schleupen definitively refuses to remedy the defect, or (iii) if the grace period for remedying the defect expires without result, the Customer may withdraw from the installation project contract or demand a reduction (a reduction in the remuneration provided for and quoted in the Offer), as well as claim damages in accordance with statutory provisions and within the scope of the liability provisions. The statute of limitations for claims for reimbursement of the Contract price arising from withdrawal or a reduction due to a defect in the work is twelve (12) months, beginning with acceptance; however, for defects in the work that are properly reported within the statute of limitations period, it is not less than three (3) months from the submission of the effective notice of withdrawal or reduction. For other claims arising from a defect in the work under the installation project contract, the statute of limitations is twelve (12) months, beginning with acceptance. The provision of Section 634a (3) sentence 1 of the German Civil Code (BGB) remains unaffected.

(6) In cases where Schleupen acts merely as an intermediary for a third-party software provider, the contractual relationship regarding the use and provision of the Third-Party Software is not established with Schleupen, but directly between the Customer and the third-party software provider. In this case, Schleupen merely acts as an intermediary to the third-party software provider but does not become a party to the Contract between the Customer and the third-party software provider. In this case, the rights and obligations arise exclusively from the contract concluded between the Customer and the third-party software provider.

§ 6 RETENTION OF TITLE

(1) Goods (e.g., hardware) ("Goods") delivered by Schleupen in connection with the conclusion of a purchase agreement remain the property of Schleupen until the respective purchase price owed by the Customer to Schleupen has been paid in full. However, the Customer may sell or further process the Goods in the ordinary course of business. Any pledging or transfer of ownership by way of security of these Goods in favor of third parties is prohibited prior to full payment of all secured claims without Schleupen's written consent. In the event of actual or attempted seizure of these Goods by third parties, the Customer must immediately notify Schleupen in writing.

(2) In the event of the Customer's breach of Contract, in particular failure to pay the purchase price when due, Schleupen is entitled to rescind the purchase Contract in accordance with statutory provisions and to demand the return of the Goods based on the retention of title and the rescission. If the Customer fails to pay the purchase price due, Schleupen may only assert these rights if Schleupen has previously set the Customer a reasonable deadline for payment without success or if setting such a deadline is not required under applicable law.

(3) The Customer is authorized to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:

a) The retention of title extends to the products created by processing, mixing, or combining the Goods to their full value, whereby Schleupen is deemed the manufacturer. If, in the event of processing, mixing, or combining with third-party Goods, the third party's right of ownership remains in effect, Schleupen acquires co-ownership in proportion to the invoice values of the processed, mixed, or combined Goods. In all other respects, the same provisions apply to the resulting product as to the Goods delivered under retention of title.

b) The Customer hereby assigns to Schleupen, as security, all claims against third parties arising from the resale of the Goods or the resulting product, either in full or in proportion to the respective invoice values in accordance with the preceding paragraph. Schleupen accepts the assignment. The Customer's obligations set forth in § 6 (1) also apply with respect to the assigned claims.

c) The Customer remains authorized to collect the claim alongside Schleupen. Schleupen undertakes not to collect the claim as long as the Customer meets its payment obligations to Schleupen, is not in default of payment, no petition for the opening of insolvency proceedings has been filed, and there is no other impairment of its ability to perform. If, however, any of these conditions are met, Schleupen may demand that the Customer disclose to Schleupen the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents, and notify the debtors (third parties) of the assignment.

d) Schleupen undertakes to release the securities to which Schleupen is entitled under the foregoing provisions, at Schleupen's discretion, to the extent that their realizable value, taking into account the value added by the Customer, exceeds the claims to be secured by 10%.

(4) Should Schleupen enter into contingent liabilities in the interest of the Customer, the extended and expanded retention of title shall remain in effect until Schleupen is fully released from these liabilities.

§ 7 LIABILITY

(1) Schleupen shall be liable without limitation in accordance with statutory provisions for injury to life, limb, or health, as well as in cases of willful misconduct or gross negligence, for guarantees provided, under the provisions of the Product Liability Act, and in all cases of mandatory unlimited liability under the law.

(2) In the event of a breach of duty due to slight negligence, the fulfillment of which is essential for the proper performance of the Contract and the breach of which jeopardizes the achievement of the Contract's purpose (cardinal obligation), Schleupen's liability is limited in amount to the foreseeable and typical damage of the type of transaction, but not exceeding 500% of the net annual fee stated in the Offer; for one-time services ordered via an order or request form, liability is limited to the order value specified therein. Any further liability is excluded. The defense of contributory negligence remains open.

(3) In the cases specified in § 7 (2), the statute of limitations shall be twelve (12) months, commencing at the time at which the relevant claim arose and the Customer became aware of the circumstances giving rise to the claim or should have become aware of them but for gross negligence.

(4) Except in the cases specified in § 7 (1)–(2), any liability of Schleupen is excluded. The foregoing provisions also apply in favor of Schleupen's vicarious agents.

§ 8 NON-SOLICITATION CLAUSE

(1) The Parties agree that, for the duration of the Contract and for one year following its termination, they will not, either directly or through others, actively solicit employees of the other Party who were employed during the term of the Contract. For clarity: An application by an employee of the other Party for an advertised position that was not initiated by the other Party shall not be considered active solicitation.

(2) If, nevertheless, such an employee is poached, the poaching Party shall pay the other Party a lump-sum reimbursement for the costs of filling the position in the amount of three gross monthly salaries of the poached employee. The right to prove that lower or no costs were incurred is reserved. Schleupen reserves the right to claim additional damages.

§ 9 DATA PROTECTION AND DATA SECURITY

(1) The Parties undertake to comply with the data protection regulations applicable to them.

(2) When processing personal data in connection with the contractual software, Schleupen acts as a data processor within the meaning of Article 28 of the GDPR. The Parties shall enter into a separate Data Processing Agreement (attached to the Offer) governing such processing.

(3) Schleupen will implement and continuously maintain the technical and organizational measures (TOM) specified in the Annex to the Offer to protect the confidentiality, availability, and integrity of the data stored in the Contract Software.

(4) The Customer undertakes to keep the access data for the Contract Software confidential and to change it immediately or arrange for the changes to be made if there is reason to believe that unauthorized third parties have gained knowledge of it.

(5) The Parties are obligated to inform each other immediately of any security incidents. This includes, in particular, the following situations:

a) Break-ins into office or server rooms;

b) Investigations into employees suspected of violating security policies under the terms of the Contract;

c) Suspected and successful cyberattacks in the respective system environment.

§ 10 CONFIDENTIALITY

(1) Each Party is obligated to treat as confidential and not to disclose to third parties any information disclosed to it by or on behalf of the other Party or by third parties (e.g., third-party companies) in connection with the performance of the Contract that (i) is marked as confidential, (ii) is clearly confidential by its nature, or (iii) in respect of which there is a legitimate interest in maintaining confidentiality under the given circumstances ("Confidential Information"), unless otherwise expressly provided in the Contract.

(2) Each Party undertakes to the other Party to use the other Party's Confidential Information exclusively in connection with the performance of the Contract or in accordance with the terms of the Contract. Any other use of Confidential Information is prohibited.

(3) Confidential Information includes, in particular, all documents, information, and data that are essential to the business model or specific areas of activity of the Parties, regardless of their economic value. The following, in particular, are considered Confidential Information:

a) prices, price lists, discounts, cash discounts, margins, and calculation bases;

b) lists of Customers, prospects, and suppliers; market entry and competitive strategies;

c) purchasing terms, purchase quantities, delivery and payment terms;

d) the source and object code of software, commits, code snippets, SQL scripts, build scripts, software architectures, API specifications, interface descriptions;

e) data models, training and validation data for AI/ML, models, weights/parameters, prompt designs

(4) Confidential Information does not include any information that

a) a Party has demonstrably received from a third party lawfully, in particular without breaching existing confidentiality obligations;

b) was already in the public domain at the time the Contract was concluded; or

c) have subsequently become generally known without any breach of the obligations contained in these GTC.

(5) The confidentiality obligations under subsections (1) through (3) shall not apply to the extent that a Party is required to disclose Confidential Information pursuant to mandatory statutory provisions, a final court decision, or an official order, and provided that it informs the other Party immediately – if possible prior to disclosure – of the disclosure obligation and supports the other Party to a reasonable extent in defending against or eliminating the disclosure obligation; the disclosing Party shall inform the receiving Party of the confidential nature of the disclosed Confidential Information.

(6) The Parties shall be liable to each other within the scope of the agreed liability provisions in § 7 for any damage arising in connection with a breach of the confidentiality obligation pursuant to these GTC.

(7) The provisions in this § 10 and in the following § 11 shall remain in effect for a further five (5) years after the termination of the Contract. Insofar as trade secrets are concerned, the provision shall remain in effect indefinitely.

§ 11 RETURN OF CONFIDENTIAL INFORMATION

(1) Either Party may, in the event of termination of the Contract or if the Party has a legitimate interest (e.g., in the event of a breach of the confidentiality obligations set forth herein), demand the return of the Confidential Information or its destruction. In such a case, the following shall apply:

a) The requested Party shall, at the requesting Party's option, either return or destroy the Confidential Information of the other Party, including all tangible or intangible copies of the Confidential Information, even if such information is in the possession of persons employed by the requested Party, and shall confirm the complete return or destruction in writing upon request by the requesting Party.

b) The obligation under § 11 (1) a) also applies to materials that contain Confidential Information or allow clear inferences to be drawn regarding such information.

(2) The obligation under § 11 (1) (a) and (b) does not apply to Confidential Information contained in an electronic file created as part of a routine security, archiving, or backup procedure. Such files may be retained by the requested Party provided they are not generally accessible. Furthermore, the requested Party may retain Confidential Information to the extent required by applicable law.

(3) A right of retention with respect to Confidential Information is excluded (regardless of the legal basis).

§ 12 CHOICE OF LAW AND JURISDICTION

The Contract and its interpretation are governed by German substantive law. The applicability of the UN Convention on contracts for the International Sale of Goods (CISG) is excluded. The exclusive venue for all disputes arising from and in connection with this Contract, including its validity, is Düsseldorf, Germany. These GTC have been drawn up in German and translated into English for information purposes only. In the event of any discrepancy or inconsistency between the German and the English version, the German version shall prevail and shall be exclusively authoritative.

§ 13 MISCELLANEOUS

(1) Neither Party is entitled to assign any rights or claims arising from the Contract concluded between the Parties without the prior written consent (Section 126 (1) of the German Civil Code (BGB)) of the other Party. The provision of Section 354a of the German Commercial Code (HGB) remains unaffected.

(2) Unless otherwise expressly provided in the contract, neither Party is entitled to set off its claims against claims of the other Party under the Contract, unless the rights or claims of the Party asserting a right of set-off are (i) undisputed, (ii) have been finally determined by a court, or (iii) the counterclaim arises from a breach of a primary obligation by the other Party.

(3) Signed documents may be sent via remote communication (email) to meet the deadline. Signatories and signatures must be legible.

(4) If any provision of these GTC, of the Contract concluded between the Parties, or of any provision subsequently incorporated herein is or becomes invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, or to fill the gap in the provisions, the Parties shall agree on a legally permissible and enforceable provision that, in the Parties' view, most closely approximates the economic intent and purpose of the invalid, unenforceable, or missing provision.