

General Terms and Conditions

neoalto GmbH

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§ 1 Parties, scope of application, exclusive application, amendment of the General Terms and Conditions

- (1) These General Terms and Conditions (hereinafter referred to as "GTC") of neoalto GmbH, Im Mediapark 5, 50670 Cologne (hereinafter referred to as "neoalto") shall apply to the contract with the customer (hereinafter referred to as "Customer") into which they are incorporated.
- (2) Within the framework of ongoing business relations, these GTC shall also apply to all subsequent contracts (also referred to as "individual orders") for services specified in § 3 between neoalto and the Customer in their respective current version, without the need for renewed inclusion.
- (3) The range of services offered by neoalto is aimed exclusively at entrepreneurs (§ 14 BGB). neoalto reserves the right to verify the entrepreneurial status of the Customer and to reject contract offers from consumers.
- (4) These GTC apply exclusively to the contractual relationship. Contractual terms and conditions of the Customer shall not become part of the contract, even if neoalto is aware of them, unless neoalto has expressly agreed to their validity in writing.
- (5) The current version of these GTC shall be made available for viewing and downloading on neoalto's websites. neoalto shall provide the Customer with these GTC in text form upon request.
- (6) neoalto is entitled to amend these GTC with the consent of the Customer even during the term of a contract. The Customer's consent shall be deemed granted provided that the Customer receives the amended contractual terms in text form with the amendment notification and the Customer does not object to the amendment within four weeks of receipt of the amendment notification. neoalto undertakes to specifically inform the Customer of the consequences of a failure to object with the amendment notification.

§ 2 Registration, conclusion of contract, contract language

- (1) In order to use the functionalities of the online platform for the collection, evaluation and processing of inventory and movement data collected by sensors, "neoalto Service Cloud" (hereinafter referred to as "Platform"), the Customer must be registered, accept these GTC and conclude a contract with neoalto for the use of the Platform and the provision of services specified in § 3. To this extent, these GTC govern the provision and use of the Platform and form the basis for any use of the Platform by the contractual partner and the provision of services by neoalto.
- (2) There is no legal claim to admission to the Platform. neoalto reserves the right to make registration dependent on the submission of a business registration or an extract from the commercial register. In principle, however, neoalto is not obliged to verify the identity of the Customer. Each Customer may only register once, whereby it is generally possible for the

parties to agree within the framework of an individual contract that, for example, in the case of groups of companies, subsidiaries and independent or dependent business premises of the customer are also covered by the contractual agreements.

- (3) Registration is effected by filling in and submitting the registration form on the website of the platform or by sending the required data to neoalto by e-mail, fax or post. The data required for registration must be provided by the Customer completely and truthfully. Within the scope of the registration, the Customer shall provide the required mandatory data, such as in particular the company name, the company address, the name of the person acting on behalf of the company as well as a valid e-mail address. The automatic execution of registrations by so-called bots is prohibited.
- (4) As a necessary part of the contract, the Customer must specify within the scope of the registration which assortments or which products are to be integrated in which locations on the Platform. On this basis, neoalto submits an offer which, in addition to the term, contains in particular the number of devices required (sensors and gateways) depending on the number of product locations and operating sites to be equipped as well as the associated running costs.
- (5) The offer of neoalto based on these GTC is either transmitted in writing (e-mail, fax or post) or presented as a digital shopping cart during registration on the Platform. Offers by neoalto are non-binding unless they are expressly designated as binding. The contract (individual order) between the Customer and neoalto shall be concluded by neoalto's acceptance of the Customer's offer, as a rule by sending an order confirmation to the Customer, at the latest, however, when neoalto begins to provide the agreed service.
- (6) The contract between neoalto and the Customer consists of the following components (in descending order of priority):
 - a. the offer of neoalto or the respective individual order,
 - b. the performance specification,
 - c. the Service Level Agreement,
 - d. these GTC (Framework Agreement), and
 - e. the general price lists of neoalto.
- (7) neoalto shall activate the customer area (hereinafter referred to as "Account") on the Platform and the other functionalities of the Platform after successful conclusion of the contract, create a user access (hereinafter referred to as "User") and send the access data to the Customer. This User is provided with certain rights and roles in accordance with the provisions of the individual contract, based on which the User can use certain functionalities of the Platform and, for example, receives certain access rights to data. Depending on the individual contract, this may also include the creation of further registered users and the allocation of rights and roles for these (cf. also § 6).
- (8) The contract can be concluded in the following languages: German, English. In the event of doubts or discrepancies in the interpretation of contractual provisions, only the German language version shall be legally binding.

§ 3 Services, general rights and obligations of neoalto

- (1) neoalto provides the following paid services, among others:
 - a. **Platform:** For the duration of the contract term, access to the Platform and use of the functionalities in accordance with the service description.
 - b. **Hardware (optional):** Delivery and, if necessary, rental for the duration of the contract period of the required devices, such as in particular sensor technology (stock beacons) and communication/internet access devices (beacon gateway) for generating data (hereinafter referred to as "hardware").
 - c. **Installation/Uninstallation (optional):** Provision of support services for the installation/uninstallation of the sensor technology, the communication devices, and

the necessary configurations on the platform. Installation services must be ordered separately and are to be remunerated additionally.

- d. **Hardware maintenance (optional):** if the hardware is leased, provision of maintenance services in relation to the hardware supplied.
 - e. **Programming services (optional):** Paid provision of programming services, e.g. with regard to interfaces not available at the customer or customer-specific adaptations (e.g. special graphic displays, specific evaluations). Programming services must be ordered separately and are to be remunerated additionally.
 - f. **Consultancy and support services (optional):** Provision of consultancy services, e.g. on the design and use of the Platform, as well as related support services. Consultancy and support services must be commissioned separately and are to be remunerated additionally.
- (2) The scope of services depends on the respective offer and individual order as well as the service description.
 - (3) neoalto provides all services carefully and in accordance with proven market standards. neoalto employs personnel with sufficient specialist knowledge for this purpose.
 - (4) The suitability of neoalto's services for a specific purpose shall only become part of the agreed quality if this has been expressly assured or confirmed by neoalto in text form.
 - (5) Work shall be carried out as far as possible at neoalto's premises and/or those of subcontractors engaged by neoalto and only as far as necessary at the Customer's premises. When carrying out work at the Customer's premises, the personnel deployed by neoalto shall observe those customer-specific safety and work regulations to which they have been expressly advised in detail in text form.
 - (6) neoalto shall be entitled to deliver partial performances. However, the Customer may refuse partial performance if and to the extent that such partial performance is unreasonable for the Customer, in particular because such partial performance is individually unusable.
 - (7) neoalto regularly carries out data backups to an extent and at intervals appropriate to the protection requirements of the respective data.

§ 4 Service provision by third parties

- (1) neoalto shall be entitled to provide individual or all services through third parties (e.g. subcontractors). The Customer may object to the use of a particular third party if there are serious justified doubts about its reliability, performance or professional competence.

§ 5 General obligations of the Customer

- (1) The Customer undertakes to pay the fees agreed in the respective individual order in due time. If the agreed fees are not paid or not paid on time, neoalto shall be entitled to the statutory and, if applicable, contractually agreed rights. In particular, neoalto is entitled to prohibit the Customer from further use of the Platform and the hardware for the duration of the default in payment and to temporarily block access to the Platform in the event of default in payment. neoalto shall inform the Customer of the impending blocking in text form together with the reminder at least one week in advance.
- (2) The Customer shall fulfil, free of charge, general duties to cooperate to the extent required, in particular
 - a. the Customer shall, to the extent necessary, support neoalto in the performance of the service by deploying expert personnel and shall create all the conditions necessary for the proper execution of the order in the intended operating premises and provide necessary information and access.

- b. the Customer shall allow neoalto's employees and agents access to all premises necessary for the performance of the service and shall instruct them with regard to the special safety and occupational health regulations to be observed;
 - c. the Customer shall provide meeting facilities, workstations, work equipment and access to IT systems and resources for work that takes place at the Customer's premises;
 - d. the Customer shall appoint a responsible contact person with decision-making authority for commercial issues and for technical issues for the coordination of the services of neoalto and/or the subcontractors used. The contact persons shall take all decisions relating to the performance of the contract without delay. The decisions shall be documented in a binding manner;
 - e. the Customer shall provide information about products, assortments, locations and all other relevant information necessary for the proper operation of the platform.
- (3) Any accessories for the operation of the hardware (e.g. goods feed systems for the use of the stock beacons) are to be procured by the Customer.
 - (4) The Customer shall carefully check all assumptions and starting points designated as such, which neoalto presupposes for its own services, for correctness or at least for plausibility and shall inform neoalto immediately of any deviations or errors. This shall apply in particular to quantity structures on which neoalto's performance is based.
 - (5) Proper functioning of the hardware requires that the sensors are used according to their specification. The Customer must ensure that when using stock beacons based on goods feed systems, the correct goods feed systems are used for specific items. It must be ensured that the sensors and the respective peripherals are configured in such a way that every movement of goods (removal, filling) is detected by sensors. neoalto accepts no liability for loss of data, errors or incorrect evaluations that can be traced back to a faulty or inadequate configuration of the sensors and the respective peripherals, unless neoalto has contractually assumed the installation and demonstrably no changes have been made to the installation by the Customer.
 - (6) The contractual function of the Platform requires that the assignment of products to sensors ("linkage") is coherent. Unless separately commissioned, the Customer is responsible for the correct assignment of products to sensors and the maintenance of the correct assignment. neoalto assumes no liability for data loss, errors or incorrect evaluations based on an incorrect assignment of products to sensors, unless neoalto has contractually assumed the correct assignment of products to sensors and the customer has demonstrably not made any changes to the assignment.
 - (7) The use of a beacon gateway is necessary for the proper functioning of the sensors on site. If neoalto provides the beacon gateway on a rental basis as part of its services for the agreed term, the Customer must ensure that the beacon gateways required for operation at the installation site can establish a mobile radio connection to the Internet and a connection to the sensors. The Customer must also ensure that the beacon gateway is permanently supplied with power. neoalto shall not be liable for data loss, errors or incorrect evaluations caused by unconnected gateways.
 - (8) The customer is obliged to inform neoalto in good time of any changes to the hardware and its infrastructure, in particular changes to the goods feed systems and storage spaces, insofar as these changes may have an impact on neoalto's services.
 - (9) Unless otherwise agreed, travel expenses shall be reimbursed separately.
 - (10) Should the Customer's personal data change, he/she must immediately ensure that his/her data is updated within his/her account. All changes can be made online after logging on to the Platform, if applicable. Otherwise, they must be communicated to neoalto in writing.
 - (11) The Customer shall observe import and export regulations applicable to the deliveries or services on its own responsibility, in particular those of the USA. The Customer shall handle legal or official procedures in connection with cross-border deliveries or services on its own responsibility, unless otherwise expressly agreed.
 - (12) As long as the Customer fails to perform required duties to cooperate, neoalto shall not be in default.

- (13) Furthermore, the Customer is obliged to impose the obligations of these GTC incumbent upon him, in particular of § 5 and § 6, as well as any further obligations arising from the individual order also on the (registered) Users. The customer shall be liable for any damage incurred by neoalto due to a breach of duty by a (registered) User.

§ 6 Proper use of the Platform by the Customer

- (1) The Customer is only entitled to use the Platform if a current individual order exists with neoalto.
- (2) The Customer is obliged to ensure that all Users choose a secure, i.e. sufficiently long and complex password for logging into the Account.
- (3) An Account may only be used by registered Users. The Customer is obliged to ensure that all Users do not disclose the access data to other persons and to take appropriate protective measures to prevent third parties from gaining knowledge. The Customer is solely responsible for maintaining the confidentiality of the access data. If a User leaves the company or if the activity relevant to the access is terminated, the Customer shall ensure that the User access is deactivated immediately.
- (4) The Customer is also exclusively responsible for all activities in his Account. He undertakes to inform neoalto immediately of any unauthorised use of his Account or any other breach of security. neoalto shall not be liable for any damage incurred by the Customer as a result of third parties using his password or Account due to improper handling of the access data.
- (5) Insofar as the dissemination of content by the Customer is possible within the scope of individual functions of the Platform, the Customer shall not use the Platform to transmit illegal or immoral content or to refer to such content. This includes, in particular, content that incites hatred, glorifies or trivialises violence, is pornographic, sexually offensive or otherwise harmful to young people, insulting or defamatory, as well as content that incites criminal offences or violates competition or other law.
- (6) To the extent that the upload of content by the Customer is possible within the scope of individual functions of the Platform, the Customer shall not upload any files with malware to the Platform.
- (7) The Customer shall neither himself nor through other persons attempt to gain access to data within the technical infrastructure of neoalto which is not intended for use by the contractual partner in the normal operation of the Platform. Furthermore, the Customer shall neither himself nor through other persons interfere with the intended operation of the software or data networks used. Any action that may lead to impairing the functionality of the Platform, in particular electronic attacks on the websites (e.g. hacking attempts or brute force attacks) and actions that place an excessive load on the infrastructure of the websites (e.g. mass sending of notifications or messages) shall be refrained from.
- (8) If the Customer discovers that another person has gained knowledge of his password and/or username or if there is a suspicion of misuse, the contractual partner is obliged to change his password and user name immediately. If he is unable to do so, he must inform neoalto immediately. In this case, neoalto will block access to the Platform Account.
- (9) The Customer may only use the Platform for registration and for the services according to § 3. The Customer shall ensure that the manner of use of the Platform does not lead to any technical overload or instability. All actions which are carried out directly or indirectly by third parties or by software and which may lead to an impairment of the technical availability of the Platform shall be refrained from.
- (10) The Customer is obliged to keep all content and data transmitted by him to the Platform on his own systems and to back them up regularly and in accordance with the risk.

§ 7 Consequences of unlawful use of the Platform, right of blocking

- (1) A breach by the Customer of material obligations, in particular pursuant to § 5 and § 6, entitles neoalto to warn the Customer at its own discretion, to delete illegal content in whole or in part, to restrict the use of the Platform or to temporarily exclude the Customer from using the Platform by blocking the Customer's access to the Platform. This blocking may include the electronic inaccessibility of all information and functions in connection with the Customer's current individual orders. neoalto will request the Customer to permanently cease and desist or remedy the violation prior to the blocking, unless neoalto has reason to believe that further damage could occur due to the delay of the blocking or that the risk of damage occurring would be increased.
- (2) neoalto may make the lifting of the blocking dependent on the submission of a cease-and-desist declaration by the Customer with a penalty clause and/or on the provision of security up to the amount of the threatened damage, unless these measures are grossly disproportionate in relation to the infringement or the Customer proves that there is a lesser or no threat of damage.
- (3) The right of neoalto to terminate the contracts shall remain unaffected by the rights under this § 7.

§ 8 Obligations of the Customer with regard to the provision and installation of hardware

- (1) The Customer shall be entitled to use the hardware provided and installed in the operating premises designated by him for the contractual term specified in the respective individual order.
- (2) Operating costs for the infrastructure at the installation site, e.g. electricity costs, have to be paid by the customer.
- (3) All hardware provided to the Customer by neoalto within the scope of the performance of the contract shall remain the property of neoalto.
- (4) The Customer must immediately inspect the delivered hardware for any transport damage or other external defects and secure corresponding evidence.
- (5) The Customer shall also be obliged to test the hardware delivered to him immediately after delivery in order to ensure the contractual use of neoalto's services. The Customer shall inform neoalto immediately if he discovers damaged, non-functioning or improperly functioning hardware.
- (6) Unless the Customer orders neoalto to carry out the installation, the Customer shall be responsible for all fixtures, installations or assemblies that he carries out in order to integrate hardware provided by neoalto. This includes in particular the attachment of the sensors to the mechanical sliders in the guide rails and the linking of the sensors with the products in the inventory. This shall also apply accordingly in the event of the replacement of defective devices.
- (7) The Customer must ensure that the allocation between the sensors and products is accurate and always up to date, in particular in the event of a change in the stock of goods or a change in the filling of the storage locations with other products.
- (8) During the term of the contract, the Customer may only use the hardware provided in accordance with the contract. The Customer is not entitled to pass it on or sublet it to third parties who are not covered by this contract and/or an individual order.
- (9) The Customer is obliged to treat the delivered hardware with care and to avoid losses, in particular of the sensor technology. The Customer shall be liable for wilful damage to or loss of the hardware and shall be obliged to compensate neoalto for any resulting damage. Furthermore, in this case the contractually agreed payments shall also be made by the Customer for the duration of the repair work and the time of the breakdown.
- (10) After expiry of the contract term or after termination of the respective contract, the Customer shall return all hardware provided to him in connection with the services of neoalto, to neoalto in full, without delay and at his own expense.

§ 9 Delivery

- (1) Delivery dates are non-binding unless neoalto has expressly designated or confirmed a delivery date as binding in text form.
- (2) Within the scope of the transfer of physical goods by way of purchase, delivery within Germany shall be ex works (POS TUNING Udo Voßhenrich GmbH & Co KG, Am Zubringer 8, 32107 Bad Salzuflen) in accordance with INCOTERMS 2020 (EXW "ex works"), unless the parties agree otherwise in text form.
- (3) Within the scope of the transfer of physical goods by way of purchase, delivery outside Germany shall be made "free carrier" (POS TUNING Udo Voßhenrich GmbH & Co KG, Am Zubringer 8, 32107 Bad Salzuflen) in accordance with INCOTERMS 2020 (FCA "free carrier"), unless the parties agree otherwise in text form.
- (4) In the event that physical goods are provided on a rental basis, the details of the delivery shall result from the respective individual contract.

§ 10 Terms of payment

- (1) The Customer undertakes to pay the fee agreed in the respective individual order.
- (2) All prices are net prices and are subject to value added tax at the applicable rate.
- (3) Payments by the Customer are due immediately and must be made by the agreed payment date, otherwise within 10 calendar days of receipt of the invoice. Monthly, quarterly or annually recurring payment obligations are due on the 1st of each month and are to be fulfilled in advance by the 10th calendar day of the month, quarter or year. In the first and last month of use, the fee is calculated pro rata and due in advance at the earliest possible date.
- (4) If direct debit is selected by the Customer as the method of payment, the Customer shall grant neoalto a SEPA corporate direct debit mandate upon conclusion of the contract and shall always ensure sufficient cover for the agreed debit account.
- (5) The Customer is not entitled to discounts or other deductions.
- (6) Travel costs and expenses shall be reimbursed as agreed. In the absence of an agreement to the contrary, the following shall apply
 - a. Travel times that cannot be invoiced otherwise shall be remunerated like working hours according to the hourly rates agreed upon conclusion of the contract,
 - b. distances travelled by motor vehicle at 0.50 euros per kilometre, as well as
 - c. Reimburse costs for travel by other means of transport and other expenses in the amount actually incurred.
- (7) In the case of cross-border delivery or performance, the Customer shall bear any customs duties, fees and other charges incurred.
- (8) neoalto shall send the Customer a monthly invoice for the services provided by e-mail to an e-mail address designated by the Customer for this purpose.
- (9) Complaints against the amount of the invoiced fees must be addressed to neoalto immediately after receipt of the invoice. Complaints must be received by neoalto within four (4) weeks of receipt of the invoice. Failure to submit complaints in due time shall be deemed as approval. Legal claims of the Customer in the event of complaints after expiry of the deadline shall remain unaffected.

§ 11 Price changes

- (1) Prices may be adjusted to compensate for increased or reduced costs. This is the case, for example, if third parties from whom neoalto obtains the necessary preliminary services to provide the services owed under this contract increase or reduce their prices. Furthermore,

price adjustments are possible to the extent that it is caused by a change in the rate of value added tax or is mandated by binding legal or official requirements.

§ 12 Date of performance, default

- (1) The Customer shall be in default, without any further reminder being required, if he fails to make a due payment by the agreed payment date, otherwise within 15 calendar days of receipt of the invoice.
- (2) If the Customer defaults on a payment, the statutory consequences of default shall apply; in particular, default interest in the amount of nine (9) percentage points above the base interest rate and a lump sum of 40 euros shall be payable on the payment claim (Section 288 (5) of the German Civil Code).
- (3) neoalto shall be in default if a performance date expressly designated or confirmed as binding at least in text form is culpably not met. If a performance date has not been expressly designated or confirmed as binding in text form, neoalto shall only be in default after the fruitless expiry of a further reasonable period to be set by the Customer for the performance of the service, which as a rule may not end before 14 calendar days after the initially notified performance date.
- (4) If neoalto is in default with a performance obligation, the statutory consequences of default shall apply unless neoalto is not responsible for the default. In particular, neoalto shall not be in default insofar as performance dates are postponed because the Customer has not fulfilled his duties to inform and cooperate or has fulfilled them incompletely or incorrectly.

§ 13 Rights of use, rights of third parties, indemnification

- (1) The Customer is entitled to use the data, analyses and information available via the Platform in his Account exclusively within the scope of the purposes of these GTC and the respective individual orders concluded for his own business purposes.
- (2) Subject to a deviating provision to be agreed separately, the Customer is not permitted to transmit, publish, sell or otherwise make available to third parties the data, analyses and information available via the Platform in his Account.
- (3) Insofar as the data, analyses and information available via the Platform in his Account are protected as a database or database work within the meaning of the UrhG, all copyrights shall remain with neoalto.
- (4) neoalto is entitled to analyse the Customer's data, analyses and information and to use the findings thereof in anonymised form, i.e. without any reference to the Customer, for its own business purposes.
- (5) If neoalto provides programming services for the Customer within the scope of an individual order, the Customer shall receive a simple, non-transferable right of use, for example to customer-specific interfaces, limited in time to the duration of the respective applicable individual order and in terms of content to the purposes of the respective applicable individual order.
- (6) In all other respects, the Customer shall generally not be granted any rights of use, unless the provision of software is exceptionally part of the contractual services based on a corresponding individual order.
- (7) Each party warrants that by or in connection with the provision of its contractual performance, fulfilment of duties to cooperate and obligations, or the use of a contractual

performance, no applicable laws, official orders or rights of third parties are violated, insofar as this restricts or excludes the contractual use of performances or duties to cooperate.

- (8) Each party shall indemnify the other party against claims of third parties for infringement of property rights, applicable laws or official orders by or in connection with the provision of its contractual performance, fulfilment of duties to cooperate and obligations, or the use of a contractual performance upon first written request. This indemnification obligation also includes the assumption of all necessary expenses, including reasonable legal prosecution and defence costs, incurred by the other party in connection with the claim by third parties. This shall not apply if the party claimed for indemnification proves that it is not responsible for the breach of duty underlying the third party's claim.

§ 14 Contract term, termination

- (1) The contract term and period of use agreed in the individual order shall apply uniformly to all contractual services within the meaning of § 3.
- (2) The contractual relationship ends with the complete fulfilment of the contractual obligations or at the agreed end of the contract. If the contract is concluded for an indefinite period of time, even if a minimum contract period has been agreed, the contract shall end by termination.
- (3) If the contract has been concluded for an indefinite period of time, either party may terminate the contract at any time with three months' notice, insofar as applicable after the expiry of the minimum contract period specified in the individual order, unless otherwise agreed.
- (4) Both this framework agreement and the respective individual order may furthermore be terminated by either party without notice for good cause. Termination without notice for good cause must, insofar as reasonable, as a rule be threatened in writing beforehand with a notice period of at least two weeks, stating the reason for termination.
- (5) Any termination must be in text form in accordance with § 126b BGB in order to be effective.
- (6) After the end of the contract, the Account will be blocked and the Customer must stop using all hardware provided on behalf of neoalto and return it to neoalto immediately.

§ 15 Warranty

- (1) neoalto warrants that the contractually agreed quality of the platform and hardware will be maintained during the term of the contract and that no third party rights will prevent the contractual use of the Platform and hardware. neoalto shall remedy any material defects and legal defects in the rented item within a reasonable period of time.
- (2) The customer is obliged to notify neoalto in writing of defects in the Platform or hardware immediately after their discovery. In the case of material defects, this shall be done with a comprehensible and as detailed as possible description of the time of occurrence of the defects and the more detailed circumstances, stating all information useful for the detection and analysis of the defects.
- (3) The customer shall support neoalto in the examination and assertion of claims against third parties in connection with the provision of services appropriately upon request. This shall apply in particular to neoalto's recourse claims against upstream suppliers.

§ 16 Liability

- (1) The parties shall be liable to each other in accordance with the general statutory provisions insofar as the respective other party asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of representatives or vicarious agents.

- (2) Insofar as neoalto is charged with the negligent breach of a material contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract, the breach of which jeopardises the achievement of the purpose of the contract and the observance of which the Customer can regularly rely on, neoalto's liability for damages shall be limited to the foreseeable, typically occurring damage.
- (3) Liability for culpable injury to life, limb or health and liability under the Product Liability Act shall remain unaffected.
- (4) The liability of the parties for breaches of the General Data Protection Regulation (DS-GVO, Art. 82) shall also remain unaffected.
- (5) In all other respects, neoalto's liability towards the Customer shall be excluded.

§ 17 Data protection

- (1) The contracting parties shall observe the respective applicable provisions of data protection law within the scope of the performance of the contract.
- (2) The contracting parties shall take all reasonable technical and organisational measures to ensure that the persons subordinate to or commissioned by the respective party process the personal data exclusively for the purposes and to the extent provided for in this contract. In addition, the contracting parties shall ensure that, in particular, all persons authorised to process the personal data have committed themselves to confidentiality or are subject to an appropriate statutory duty of confidentiality.
- (3) Insofar as neoalto processes personal data for the Customer, the parties undertake to conclude a contract on commissioned processing pursuant to Art. 28 DS-GVO prior to the commencement of such commissioned processing. neoalto shall provide the Customer with a suitable draft contract on commissioned processing.

§ 18 Confidentiality / secrecy

- (1) Unless otherwise provided in a separate written confidentiality agreement between the parties, this provision shall apply with respect to the non-disclosure of confidential information.
- (2) "Confidential Information" for the purposes of this Agreement means any written, electronic, oral, digitally embodied or other information disclosed by its holder (the natural person or legal entity in control of Confidential Information) to the recipient (any natural person or legal entity to whom Confidential Information is disclosed) that meets the following requirements. Confidential Information shall mean:
 - Trade secrets, products, software, source code, know-how, illustrations, drawings, specifications, samples, descriptions, calculations, quality guidelines, quality agreements, inventions, business relationships, business strategies, business plans, financial planning, personnel matters, digitally embodied information (data);
 - any documents and information which are the subject of technical and/or organisational confidentiality measures and/or are marked as confidential;
 - Existence and contents of User contracts between neoalto and the Customer.

Confidential information in this sense does not include information that:

- was known or generally available to the public prior to disclosure by the holder or become so at a later date without breach of a duty of confidentiality;
- was already demonstrably known to the recipient prior to the disclosure and without any breach of a duty of confidentiality;
- has been obtained by the recipient without use of or reference to Confidential Information of the holder itself;
- is made available to the recipient by an authorised third party without breaching a confidentiality obligation.

- (3) The recipient is obliged in each case,
- To treat confidential information as strictly confidential and to use it only in connection with the performance of this contract and of User contracts concluded with neoalto's customers and their purposes;
 - To disclose confidential information only to such agents that rely on knowledge of such information for the purpose, provided that the recipient ensures that its agents comply with this provision as if they were themselves bound by it;
 - to also secure Confidential Information against unauthorised access by third parties by means of appropriate secrecy measures and to comply with the statutory and contractual provisions on the protection of secrets and data protection, where relevant, when processing Confidential Information;
 - to the extent that the Recipient is required by applicable law, court or governmental order to disclose any or all of the Confidential Information, promptly notify the holder thereof (to the extent legally possible and practicable) in writing (Section 126 of the Civil Code) and use all reasonable efforts to minimise the scope of the disclosure and, if necessary, provide the Holder with all reasonable assistance designed to obtain a protective order against disclosure of the Confidential Information or any part thereof.
- (4) Upon request of the holder, as well as without request at the latest after fulfilment of all usage contracts and contractual purposes concluded between neoalto and the Customer, the recipient shall be obliged to return or destroy all Confidential Information, including all copies thereof, within seven (7) working days after receipt of the request or after termination of the contract (including electronically stored Confidential Information), provided that this does not conflict with any retention obligations agreed with the holder or with any statutory retention obligations.

The destruction of electronically stored Confidential Information in the aforementioned sense shall be effected by the complete and irrevocable deletion of the files (in such a way that any access to the Confidential Information becomes impossible) or irretrievable destruction of the data carrier.

In addition to Confidential Information for which there is a retention obligation within the meaning of the aforementioned provision, Confidential Information whose destruction or return is not technically possible is exempt from the corresponding destruction obligations, whereby the recipient must demonstrate and prove that a corresponding exemption exists. The Recipient shall inform the holder immediately upon becoming aware that the destruction or return of the Confidential Information concerned is not technically possible.

Upon request of the holder, the recipient shall represent in writing that he has, to the extent possible, completely and irrevocably deleted all Confidential Information in accordance with the requirements of the foregoing paragraphs and the holder's instructions.

- (5) The holder shall, without prejudice to its rights under the German Act on the Protection of Trade Secrets ("GeschGehG"), have all rights of ownership, use and exploitation with respect to the Confidential Information. The owner reserves the exclusive right to apply for property rights, where relevant. The recipient does not acquire any ownership or - with the exception of use for the purposes described above - any other rights of use to the Confidential Information.
- (6) The recipient shall refrain from exploiting or imitating Confidential Information itself in any way (in particular by way of so-called "reverse engineering", see below) and/or having it exploited or imitated by third parties and/or applying for industrial property rights - in particular trademarks, designs, patents or utility models - in respect of the Confidential Information outside the respective contractual purpose.
- (7) The observation, examination, dismantling or testing of products and/or objects for the purpose of obtaining trade secrets (so-called "reverse engineering"), which the holder has provided to the recipient in the course of the cooperation under the validity of this agreement, is explicitly prohibited to the recipient within the meaning of Section 3 (1) no. 2b) last half-sentence GeschGehG.

- (8) The recipient undertakes to oblige any sub-suppliers and subcontractors to maintain secrecy to the same extent.
- (9) The above confidentiality obligation shall survive the termination of the contractual and supply relationship as long as the Confidential Information has not become public knowledge.

§ 19 Force majeure

- (1) neoalto shall not be liable for events of force majeure which make it significantly more difficult for neoalto to perform the contract, or which temporarily hinder the proper performance of the contract or make it impossible. Force majeure shall be deemed to be all circumstances independent of the will and influence of the parties, such as natural disasters, government measures, decisions by authorities, blockades, war and other military conflicts, mobilisation, civil unrest, terrorist attacks, strikes, lockouts and other labour unrest, epidemics, pandemics, seizures, embargoes or other circumstances that are unforeseeable, serious and beyond the control of the parties and occur after the conclusion of this contract ("force majeure").
- (2) For the duration of the existence of circumstances beyond the control of neoalto ("force majeure"), neoalto shall be released from the obligation to perform.
- (3) neoalto shall notify the Customer in text form without undue delay after the force majeure event has occurred of the nature of the event, the time, the date of its occurrence and the likely effect of the outcome on its ability to perform its contractual obligations. neoalto shall notify the Customer without undue delay after the force majeure event has ended and resume performance of its obligations.
- (4) Agreed delivery periods shall be extended by the duration of the existence of the circumstances of force majeure, but by a maximum of 6 (six) months. If the circumstances of force majeure end within this period, the Customer may only refuse performance by neoalto if acceptance of the performance has become unreasonable for him after this period. If the circumstances of force majeure end after the expiry of six months, this shall be deemed to be a final impediment to performance; the Customer shall be entitled to withdraw from the contract (§ 323 BGB). The same shall apply if and as soon as it becomes apparent that the circumstances of force majeure will be permanent.

§ 20 Offsetting and retention

- (1) Offsetting by the Customer is excluded. This shall not apply if the counterclaim asserts a breach of a principal obligation of neoalto within the meaning of § 320 of the German Civil Code (BGB) or if the counterclaim has been legally established or is undisputed.
- (2) The Customer shall only be entitled to rights of retention insofar as his counterclaim is based on the same legal transaction as the claim of neoalto. Otherwise, the Customer shall not be entitled to any rights of retention.

§ 21 Transfer of contract

- (1) The Customer may transfer the rights and obligations arising from this contract in their entirety to third parties only with the prior written (§ 126 BGB) consent of neoalto; neoalto shall not unreasonably withhold such consent. neoalto shall, however, be entitled to transfer the rights and obligations arising from this contract to a group company within the meaning of § 15 of the German Stock Corporation Act (AktG) even without the consent of the Customer.

§ 22 Reference Customer

- (1) The Customer grants neoalto the right, revocable at any time and free of charge, to use his company name and logo for reference purposes on the neoalto websites and advertising materials. A revocation must be declared to neoalto in text form.

§ 23 Written form

- (1) Amendments, supplements and the cancellation of this agreement must be made in writing to be effective (§ 126 BGB). This also applies to the amendment of this written form clause itself. The above written form requirement shall not apply to agreements made orally between the parties after conclusion of the contract. In this case, too, the parties agree that written confirmation is required for the content of an oral agreement.
- (2) Unless otherwise expressly stipulated in these GTC, text form, e.g. e-mail, fax, within the meaning of Section 126b of the German Civil Code (BGB) shall also be sufficient for compliance with the written form requirement.

§ 24 Final provisions

- (1) The contractual relations shall be governed by German law to the exclusion of the uniform UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contractual relationship, including international disputes, shall be Cologne, Germany, provided that no other exclusive jurisdiction exists. neoalto shall nevertheless be entitled to bring an action at the Customer's place of business.
- (3) Should one or more provisions of these GTC be or become invalid or void in whole or in part, or should these GTC contain a loophole, the validity of the remaining provisions of these GTC shall remain unaffected. This shall not apply if adherence to the contract would represent an unreasonable hardship for one of the contracting parties.

§ 25 Attachments

- (1) The following annexes are part of these GTC:
 - a. neoalto service description in the currently valid version
 - b. neoalto Service Level Agreement in the currently valid version
 - c. neoalto price list in the currently valid version
- (2) The appendices are available in their currently valid versions on the website of neoalto GmbH (www.neoalto.com/terms).