General Terms and Conditions (GTC)

for the servicing and programming performed by Hallo Welt GmbH

Version 2.2

Valid from: 24 May 2021

1. Scope of application

(a) These General Terms and Conditions (GTC) from Hallo Welt GmbH (hereafter referred to as "Hallo Welt!"), are the basis for all offers, contracts and deliverables, in particular services (Dienstleistungen) and for the programming of customer-specific software and templates (Werke) with the exception of subscription services (see the separate "Subscription contract") which are offered by Hallo Welt! or concluded between Hallo Welt! and its customers.

(b) The term "customer", in the sense of these GTC, includes only businesses (Unternehmer) within the meaning of § 14 of the German Civil Code (BGB). A business is any natural or legal person or a company or partnership capable of being subject to legal rights and duties which is exercising its commercial or freelance activity when concluding a legal transaction.

(c) The legal regulations relating to individual activities undertaken and their legal consequences are described in III. Services and IV. Production of works. Those provisions valid for all types of activity are specified in II. and V.

(d) These GTC become valid at the latest when an offer from Hallo Welt! is accepted by the customer, a contract is counter-signed, customer-specific software or templates are accessed, or deliverables or deliveries from Hallo Welt! are accepted by the customer.

(e) Conflicting General Terms and Conditions and/or General Conditions of Purchase from the customer are expressly contradicted. These are only recognised insofar as their validity is explicitly agreed in text form. Additional agreements and extensions to the contract are legally void if they have not been confirmed by Hallo Welt! in text form.

(f) Insofar as these GTC use the term "text form", this means, in particular, by fax or email (i.e. within the meaning of "Textform" defined in § 126b BGB). Such a stipulation can also be complied with using more stringent formal requirements (in particular by the written form, i.e. within the meaning of "Schriftform" defined in § 126 BGB). When the term "written form" is used, a handwritten signature is required (i.e. within the meaning of "Schriftform" defined in § 126 BGB).

(g) For follow-up business with commercial customers and legal persons under public law, these GTC are also valid even if they are not explicitly reincluded when each contract is concluded.

(h) Hallo Welt! also develops the enterprise software BlueSpice MediaWiki. This software can be obtained with additional services by the conclusion of a subscription contract. These GTC do not apply for the deliverables detailed in the subscription contract.

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2. Completion of the contract

(a)   The basis of every contract concluded, and of every delivery or service is an offer by Hallo Welt!

(b)   Offers by Hallo Welt! are only valid when they are made in written or text form. They can be accepted by the customer within a designated period of validity. Here, the acceptance by the customer must also be in text or written form.

(c)   The deliverables owed by Hallo Welt! and the payments to be made by the customer are agreed in the contracts between the parties. As part of this, and alongside these GTC, the price lists and descriptions of services and work from Hallo Welt! are components of the contract.

3. Services

Insofar as the performance of services (e.g. installation, migration, configuration, maintenance, consulting, workshops, training courses and project management) are the subject of the contract, the following provisions hold:

3.1 Services

(a)   The type of service Hallo Welt! provides the customer and the payment by the customer are agreed in a specific separate contract.

(b)   Hallo Welt! provides its services on an hourly basis and bills them according to outlay (time and material). The services are generally documented and established via the ticket system operated by Hallo Welt! which is accessible for the customer at any time. In addition, Hallo Welt! offers some of its services as a defined service package (e.g. workshops or service contingencies) with special conditions. Such service packages are separately identified in the offer.

(c)   Hallo Welt! is free to arrange its own working hours. It does, however, have to arrange them with the customer with the aim of cooperation between the parties and of adhering to deadlines. For this, the contracting parties agree, during the offering procedure, on a framework for the services to be performed and, where necessary, a time frame for the realisation of these services.

3.2 Period and termination of the contract

(a) If the period of the employment relationship is neither defined nor to be taken from the nature or aims of the services, then the contract runs for an indefinite period. In this case, the notice period will be two months from the end of a month.

(b) The right to terminate without notice for good cause remains unaffected.

(c) Any termination requires written form.

3.3 Rights for the results of the work

(a) The "results of the work" are all works created by the activities of Hallo Welt! as part of this contract, in particular documents, project outlines, presentations and drafts, which are transferred to the customer as part of the fulfilment of the contract.

(b) Hallo Welt! grants to the customer and companies connected with them in accordance with § 15 of the Stock Corporation Act (AktG) the simple right of use for the results of the work for purely internal use in the customer's business. This right of use can, however, be revoked at any time until full payment has been made. In particular, this is valid for the results of workshops and training courses and for individually created templates. Furthermore, 5.8 of these GTC is valid as regards the use of works protected by copyright.

4. Production of works

Insofar as the subject of the contract is a production of a work in the sense of § 631 German Civil Code (BGB) (in particular the creation of customer-specific software with new functionality), the following provisions hold:

4.1 Deliverables and payments

(a) The term "work" covers, in particular, the development and functional extension of software (including programming interfaces), including the necessary configuration and the carrying out of IT projects insofar as an outcome is owed.

(b) The work to be created by Hallo Welt! and the payment by the customer are agreed in a separate contract. It is hereby made clear that when the development of software and templates is undertaken, all further deliverables in particular installation, configuration or modification of software or documentation, instruction, training or consultancy for the customer, support and maintenance of the contracted software, delivery of new releases, updates or upgrades are only owed by Hallo Welt! insofar as they are explicitly agreed upon. These deliverables are then, depending on the content of the contract, services or works.

(c) The works to be produced by Hallo Welt! are described in a general statement of work and/or, for individual functions, in process and function descriptions. The acceptance criteria stem from these descriptions. The acceptance by the customer of the works produced by Hallo Welt! takes place later when these criteria have been fulfilled.

(d) In individual cases, the customer can also assign small orders for works via the ticket system, by telephone or by email by setting out their requirements. These descriptions of the requirements constitute the acceptance criteria to be used in the later acceptance of the works. Hallo Welt! considers the outlay for the deliverables and submits an offer to the customer in written or text form. Additionally, the contracting parties agree on a time period for the realisation of these deliverables. The customer accepts the offer from Hallo Welt! by confirming with a notification in the ticket system or by email. If the activity for such a task is not regulated separately, then the relevant general descriptions of services and work for standardised activities (above all programming, project management and documentation) from Hallo Welt! are effective.

(e) In case of doubt, the deliverables owed and the acceptance criteria stem from last version of the statement of work from Hallo Welt! at the time and/or the last process and function description confirmed in writing and/or as a substitute the last written offer from Hallo Welt!

(f) Should it become necessary during the progression of the contract to refine (not change or amend!) a statement of work, a process and function description or a general description of services or work which could not be completed at the commencement of the contract or project (e.g. due to the complexity of the task), then the parties will make a corresponding update of the specific descriptions and acceptance criteria, and send them to the other contracting party to check and clear them.

(g) If nothing else is agreed, Hallo Welt! undertakes all planning tasks (creating the statement of work, drafting the process and function descriptions, assessing the work involved and refining the planning documents) in exchange for a fee to be agreed in the individual case.

(h) Generally, the parties will agree on individually negotiated advance payments in the individual contracts. If nothing else is agreed, 30% of the agreed payment is due on the conclusion of a contract. Hallo Welt! can make the production of the work dependent on the receipt of the advance payments due. Hallo Welt! can bill a further 50% at its own discretion during the project, as soon as an important part of the project's services or work has been completed. The final payment of 20% is due within 30 days of being billed for after acceptance is declared or notional acceptance triggered (see 4.3. Para. (d) and (h)).

4.2 Change requests for software projects

(a) Every contracting party can request a change to a software project up until the acceptance, insofar as this is not excluded in the commission concerned.

(b) The second contracting party checks this request from the first within 14 days and conveys its agreement or rejection, giving grounds, without delay.

(c) Should the change request require a comprehensive assessment by Hallo Welt! into whether and under what conditions the changes can be implemented, then Hallo Welt! may charge an additional fee for the assessment, if the assessment order is issued in text form. The deadline for informing the customer in writing of the results of the assessment is to be mutually agreed.

(d) Should the change requested impact on significant contractual regulations (e.g. payment, deadlines for completion, acceptance), Hallo Welt! will assert the changes to the contract together with appendices in accordance with the current status of each within a period of 14 days from the placing of the change request. Should this not happen within this period, then the changed deliverable will be completed on the basis of the existing agreement (with the exception of payment, should more outlay be required, see Paragraph (e)).

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(e) Should the change request require a change in the deliverables which would normally only be carried out for a higher payment, then to this extent Hallo Welt! may demand a standard payment.

(f) Should Hallo Welt!, on the other hand, assert a change in contract within the period allowed, then the customer will give notice within two weeks of whether it accepts the change of contract or not. If the customer does not answer within these two weeks, then no change is agreed.

(g) All changes (in particular those to acceptance criteria, to schedules and payment) are determined in written or text form, and must be submitted to the other contracting party for assessment and approval.

4.3 Acceptance of works, in particular software projects

(a) When the work has been completed, then Hallo Welt! provides the results and calls for the customer to accept it. The work can be accepted as one unit or be split into several units.

(b) The acceptance of the work provided for acceptance is to take place within 14 days. Once only, the customer can request an extension of the deadline for acceptance for a maximum of 7 days.

(c) **Generally**, the acceptance is done via an acceptance test successfully carried out by the customer. Here, the customer has to check whether the acceptance criteria are fulfilled.

(d) After successfully carrying out the acceptance test, the customer must declare the acceptance in text form without delay, and at the latest in 7 days. The acceptance **counts as** successfully carried out when the deliverables or the parts of the deliverables fulfil all the significant points of the acceptance criteria (**notional acceptance; Abnahmefiktion**).

(e) Should the customer detect a shortcoming or reject the results, it must declare and substantiate this in writing without delay so as to enable Hallo Welt! to rectify the problem. Trivial deviations from the characteristics agreed or the use envisaged in the contract do not give the customer the right to decline the acceptance.

(f) The acceptance of the deliverables **for large software projects** takes place via a joint functional test. The type, extent and duration of the test is determined by the project managers on each side before it is carried out. If the functional test is carried out successfully, then the customer is to declare the acceptance in text form without delay. A functional test is successful if either all acceptance criteria which were agreed between the project managers are fulfilled, or the contractually agreed requirements are fulfilled with only trivial defects.

(g) For larger software projects, should the deliverables or partial deliverables not fulfil the acceptance criteria during the functional test, a joint acceptance protocol will document all deviations of the

deliverables and all deliverables and partial deliverables which are accepted. The acceptance of the deliverables accepted is thus declared. Hallo Welt! corrects the deviations documented within a reasonable time limit and provides the corrected software to the customer for acceptance, again with a time limit of 14 days.

(h)   Should, for larger software projects, the customer not declare the acceptance after carrying out a functional test even though the deliverables are acceptable, or should the customer not carry out a functional test for a work which has been provided for acceptance, Hallo Welt! can set a deadline for the acceptance. The work is then considered accepted in accordance with § 640 of the German Civil Code (BGB) if the customer does not refuse the acceptance within the time limit detailing at least one defect (**notional acceptance; Abnahmefiktion**).

(i)   Hallo Welt! has the right to withhold deliverables if the customer is behind schedule in acceptance of deliverables or partial deliverables, or payments for accepted deliverables.

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5. Joint stipulations

5.1 Deliverables from Hallo Welt!

(a) Hallo Welt! deploys technically suitable personnel to provide deliverables.

(b) Hallo Welt! may, in consultation with the customer, commission third parties as subcontractors to provide deliverables.

(c) The employees and subcontractors used by Hallo Welt! are subject to the supervision and instruction of Hallo Welt! alone.

5.2 The customer's obligation to collaborate

(a) Hallo Welt! relies on cooperation from the customer when providing the deliverables. The customer will, therefore, provide Hallo Welt! with all the necessary information and all the prerequisites for the work (like, for example, access to the work rooms; access to computers; test accounts; and telephone, network and internet connections) without charge.

(b) The customer is obliged, at the time of the agreed provision of the deliverables, to make sufficient qualified personnel available with which the customer's obligation to collaborate as part of the relevant assignment can be fulfilled.

(c) If nothing else is agreed, it is incumbent upon the customer to ensure suitable data protection.

(d) Should the customer contravene the obligation to collaborate, there is not considered to be any delay in Hallo Welt!'s fulfilment of its obligations caused from the time of the contravention to its remedy. Furthermore, Hallo Welt! can set a reasonable time limit on compliance with the obligation to collaborate. If there is significant danger to its interests (for example when the assignment's delay requires Hallo Welt! to commit its resources when not scheduled), Hallo Welt! can also give a time limit, threatening the termination of the contract. Hallo Welt! can then, after the limit has passed without result, withdraw from the contract or issue an extraordinary termination and demand damages. Alternatively, Hallo Welt! can undertake the actions owed by the customer itself or assign a third party to do them and this will be at the customer's cost.

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5.3 Payment, due dates, terms of payment

(a)   The payment due is determined by the offer given by Hallo Welt! or by the contract agreed by both parties. Should the payment in an individual case not be determined in this way, then the standard payment complies with the Hallo Welt! price list in force. All prices quoted are purely net of VAT (Umsatzsteuer) which is charged at the statutory rate.

(b)   Hallo Welt! may, at its own discretion, make the provision of deliverables dependent on advance payments (in particular for service contingencies or works). Hallo Welt! can in any case demand advanced payment when the customer is not based in Germany.

(c)   The customer pays for the deliverables from Hallo Welt! at the latest 14 calendar days from billing, unless a differing individual contractual agreement has been made. The timeliness of a payment is always determined by the receipt of the payment in Hallo Welt!'s business account.

(d)   Independently from the subject matter of the contract, outstanding bills can be settled by bank transfer to the business account of Hallo Welt!, by payment via payment schemes (e.g. PayPal) or credit cards by detailing the order or invoice number or by delivery of checks drawn on domestic banks. Further methods of payment, in particular bills of exchange, material goods, money on account or assignment of accounts to third parties are not accepted. Any fees arising from the chosen method of payment (e.g. credit card fees) are paid by the customer.

(e)   The place of performance for Hallo Welt! is, unless a differing individual contractual agreement has been made, the place of business in Regensburg.

(f)   Hallo Welt! has the right to reimbursement of the expenses required to carry out its activities arising from this contract. In so far as nothing else is agreed between the parties, travel expenses and expenses for accommodation are to be reimbursed at normal rates (EUR 0.50 per km driven or second class train fares; up to EUR 140 per stay in a 4 star hotel when a receipt is presented).

(g)   Up to the full payment for the deliverables ordered, Hallo Welt! retains their intellectual property, in particular the software created.

(h)   Should the customer fall into arrears with the payments owed, then the legal regulations are valid. In particular, interest for delay is due at the statutory rate. The right to claim further damages remains unaffected. In addition, Hallo Welt! may, after setting a reasonable time limit, block access for the customer until it has fulfilled its payment obligations.

5.4 Rights arising from product defects and manufacturer's warranty

(a) After acceptance, if there is a defect in a deliverable owed on the basis of a contract to produce a work, the customer may demand the remedy of the defect by Hallo Welt!, with a reasonable time limit. Should the remedy miscarry despite two attempts, the customer has the right to reduce the payment.

(b) The customer is obliged to detail defects in the works in text form, giving a comprehensible description of the error indications, insofar as possible verified with written records, hard copies (e.g. screenshots) or other documents illustrating the defects. The complaint should enable the reproduction of the error.

(c) The customers should report **obvious defects** in the works within 14 days of the acceptance in text form. **Hidden** defects should be reported to Hallo Welt! by the customer as soon as they are discovered. Should the customer be granted a time period for the acceptance of a work, then it has this period in which to check the deliverables for obvious defects. If the customer does not lodge a complaint about such defects immediately or during the period for the acceptance, the deliverable is counted as accepted (see also 4.3 Paragraphs (d) and (h)).

(d) Rights arising from product defects have a limit of one year. The limiting period begins with the acceptance of the work.

(e) The rights arising from product defects do not extend to defects caused by the customer, in particular user or application errors, improper use, changes made by the customer or third parties or force majeure.

(f) For services, no rights arising from product defects are accorded.

(g) Guarantees from Hallo Welt! going beyond the statutory warranty remain unaffected. Guarantees are only valid when they are given by Hallo Welt! in written form.

5.5 Disclaimer

(a) Hallo Welt! is liable for intent and gross negligence in accordance with the legal regulations. For slight negligence, Hallo Welt! is liable only for violation of essential contractual obligations (Kardinalpflicht), liability is, however, limited to the level of foreseeable damage typical for the contract. Essential contractual obligations are the fundamental, elementary duties associated with the contractual relationship, the fulfilment of which makes the due and proper performance of the contract possible, whose infringement jeopardises the achievement of the purpose of the contract and compliance with which the customer may normally rely on.

(b) Limitation of liability does not apply to injury to life, body and health or with regard to liability according to product liability law and liability due to explicitly given guarantees.

(c) In cases where slight negligence has led to the violation of essential contract obligations, liability is limited to the level of the contractually-normal average damage foreseen for the type of deliverable.

(d) All the limitations to liability listed above are also applicable to legal representatives and agents where engaged.

(e) Hallo Welt! is liable for the loss of data, in accordance with the paragraphs above, only when such a loss could not have been avoided by reasonable data security measures on the side of the customer. The liability for the loss of data is to be limited to the justifiable expense necessary to reconstruct the customer's data using existing backup copies.

5.6 Data protection

(a) The contracting parties heed the legal regulations on the protection of personal data, in particular the provisions of the Federal Data Protection Act (BDSG) and the EU General Data Protection Regulation (EU GDPR).

(b) Hallo Welt! takes appropriate measures so that third parties cannot penetrate the customer's IT system via the remote maintenance facilities without authorisation. Hallo Welt! will at least take the security measures agreed with the customer.

(c) The customer grants Hallo Welt! the right to copy the data to be saved by the customer insofar as this is necessary in creating the deliverables owed by this contract (in particular with the aim of data security). To remove faults, Hallo Welt! also has the right to make changes in the structure or format of the data.

(d) The customer is obliged to keep its access data secret from unauthorized third parties. In particular, the user name and password have to be kept in such a way so that third-party access to this data is impossible, excluding the misuse of this access by third parties. The customer is obliged to inform Hallo Welt! immediately upon becoming aware that a third party knows a password.

5.7 Confidentiality

(a) The parties agree that they will observe the secrecy of confidential transactions made known to them within the scope of preparation, realisation and fulfilment of this contract, in particular the

other party's business or trade secrets, and that they will not pass them on or otherwise exploit them insofar as nothing else is contractually agreed.

(b) The term "trade and business secrets" refers to all facts, circumstances and procedures relating to the contracting parties' business that are not publicly known but are only accessible to a limited group of people and concerning which the respective contracting party has a legitimate interest of non-proliferation.

(c) This confidentiality obligation extends to every unauthorised third party. This means also to unauthorized personnel, insofar as the dissemination of information is unnecessary for the proper fulfilment of the contractual obligations. In case of doubt, the party concerned is to ask the other contracting party for consent before disseminating information in this way.

(d) The confidentiality obligation continues after the termination of the individual contract concerned.

5.8 The use of open source software and the exploitation of ideas and protected material

(a) Insofar as nothing else is agreed, Hallo Welt! uses free and open source licences or public domain software for the software to be provided. Hallo Welt! also provides the software deliverables it has developed under the free and open source licence GPLv3.

(b) The customer has those non-exclusive usage rights for the software made available by Hallo Welt! which arise from the software licence in question. The customer has to accept the relevant licensing conditions before the use of the software and keep to them at all times for the software to be properly licensed.

(c) The contracting parties agree that the usefulness of the development of open source software lies in its quick availability, and openness to product improvements, updating and further development in the software ecosystem. Insofar as nothing else is agreed, Hallo Welt! is thus entitled to exploit, in any suitable form, the technical know-how, ideas developed, methods, concepts, structures, procedures, inventions, developments, processes, discoveries, advancements and other information and material gathered in the course and process of an assignment, without accountability, including for themselves and their customers.

(d) Neither contracting party, however, will translate, edit, change the arrangement of, or otherwise make other changes to the protected intellectual property of the other contracting party, including correcting errors. Additionally, neither contracting party will distribute protected contracted products or protected intellectual property of the other contracting party to third parties. Specifically, all information and data which comes under statutory data protection rules will not be

exploited (for example personal data, in particular customer data and content, and business secrets). Developments and content whose use is excluded by both contracting parties in a written special agreement is excluded in the same way (for example the development of new business ideas).

5.9 Changes to contractual terms

(a)   Insofar as this is not specifically regulated elsewhere, Hallo Welt! has the right to change or extend the General Terms and Conditions insofar as this is necessary for valid reasons, in particular due to a change in the legal situation, technical changes or further developments or other similar reasons, and the customer is not unreasonably disadvantaged. Hallo Welt! will announce the changes or extensions in text form at the latest six weeks before they come into effect.

(b)   If the customer does not agree to the changes or extension of the contractual terms, then it may object to the changes with a deadline of one week before the time the changes were due to come into effect. This objection must be done in text form.

(c)   If the customer does not object, then the changes or extensions to the contractual terms are considered approved. Hallo Welt! will, in the notification of the changes or extensions, specifically draw the customer's attention to the significance of their action here.

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5.10 Final provisions

(a) Changes and extensions to these GTC and the individual contracts based thereon must be made in written form. This also applies to changes and/or extensions to this clause.

(b) German law applies exclusively to these GTC and the individual contracts, with the exclusion of the provisions of International Private Law and the UN Sales Convention.

(c) The place of performance for obligations arising in contracts coming under these GTC is Regensburg. The exclusive place of jurisdiction for all legal disputes relating to the contractual relationship is Regensburg insofar as the user is a registered trader, a legal entity under public law or public special asset, or has no general place of jurisdiction in the Federal Republic of Germany.

(d) If individual provisions of this contract are invalid or shall become ineffective, the validity of the remaining provisions will remain unaffected. The parties will endeavour to replace the ineffective provision by one that comes closest to the legal and economic aims of agreement, failing this, the legal regulations are valid. The same applies for possible gaps in the contract.