

GENERAL TERMS AND CONDITIONS SOFTWARE DEVELOPMENT

As of: Feb. 2026

I. General Provisions

1. Scope of Application

- 1.1 These General Terms and Conditions shall apply to all software development services (hereinafter the "Services") provided by Codialist GmbH, Friedrichstraße 236, 10969 Berlin, Germany (hereafter „Contractor“) on behalf of the customer specified in the Contractor's offer (hereafter the "Customer", jointly referred to as the "Parties").
- 1.2 Any terms and conditions of the Customer deviating from or supplementing the provisions set forth herein shall not apply, unless Contractor has given its prior and express consent to their applicability. These General Terms and Conditions shall also apply if Contractor accepts any of Customer's orders or provides the Services to the Customer without any reservation despite the knowledge of Customer's conflicting or deviating terms and conditions.

2. Scope of Services

- 2.1 Content and scope of the Services are described in more detail in Contractor's offer. Contractor shall provide the Services in accordance with the offer and these Terms and Conditions. Contractor shall not be obliged to provide any services beyond the scope as expressly agreed in the offer.
- 2.2 Unless otherwise stated in the offer, the Contractor shall not be liable for any specific economic, technical, or functional success, but only for the provision of a service, not a work performance. The provisions of §§ 611ff. BGB (German Civil Code) shall apply supplementarily to the provision of the Services. If, on the other hand, such success is expressly owed in accordance with the offer, the provisions contained in these terms and conditions for contracts for work and services shall apply primarily (in particular Sect. II. Below), and – secondarily – those of §§ 631ff. BGB.

3. Performance of the Services

- 3.1 If – subject to the Parties' agreement – the Services shall be provided in different phases, Contractor shall be entitled, but not obliged, to make the next respective phase dependent on a confirmation/approval by the Customer that the previous phase has been performed in accordance with the contract. The Customer shall provide the above mentioned confirmation/approval immediately after completion of the respective phase.
- 3.2 To the extent to which Parties have agreed on a milestone plan/timetable, Contractor shall be entitled – in case of delays – to reasonably postpone the dates agreed therein, unless Contractor is solely responsible for that delay. Contractor shall immediately inform the Customer about such postponement.
- 3.3 The Services shall be provided during Contractor's normal business hours.
- 3.4 Contractor shall be entitled to use subcontractors. In this case, Contractor shall ensure that the fulfillment of the contract is not jeopardized, in particular that the subcontractor has sufficient qualifications for the respective services to be rendered.
- 3.5 Customer shall not have authority to issue instructions towards any person employed by Contractor to provide the Services.

4. Remuneration, Expenses

- 4.1 Contractor shall be remunerated according to the actual effort at the hourly rates stated in the offer and/or according to any flat rates stated therein.
- 4.2 If Contractor provides the Services on the Customer's premises (i) upon the Parties' mutual consent, (ii) in case of imminent danger, (iii) between 8:00 p.m. and 6:00 a.m. or (iv) on weekends or public holidays, the hourly rate shall be 1.5 times the rate specified in the offer.
- 4.3 The Remuneration shall be due for the respective billing period in each case 10 days after receipt of a proper invoice. If the remuneration does not consist of lump sums, the respective invoice shall be accompanied by a list of the activities performed by Contractor.
- 4.4 All prices shall be understood plus applicable statutory value added tax.
- 4.5 In addition to the above mentioned remuneration, Contractor shall be entitled to reimbursement of expenses incurred in connection with the Services, which Contractor could reasonably consider necessary, including reimbursement of travel expenses (including accommodation costs). Eligible for reimbursement are travel costs for (i) rail travels (flex price, 2. class), (ii) air travels (Economy Class), (iii) travels with own car in the amount of EUR 0.30/km as well as fees for local public transport. Any travels shall be coordinated with the Customer prior to the travel and subsequently documented appropriately. Travel times shall be invoiced in accordance with Section 3.1.
- 4.6 Unless expressly stated otherwise in the offer or as otherwise agreed upon, the time and financial expenditure stated in the offer constitutes a non-binding estimate at the time of conclusion of the contract. The binding nature of agreed lump sums shall remain unaffected.
- 4.7 The Contractor is entitled to issue partial invoices.

5. Obligation of Cooperation

- 5.1 The Customer shall fully support Contractor in the performance of the Services.
- 5.2 In particular, Customer shall grant Contractor - without being requested accordingly – access to its business premises during normal business hours as required for the proper performance of the Services and shall provide the information, technical equipment (including hardware), supplies and, if required, data (remote) connections to the Customer's IT system that are necessary and useful for the performance of the Services.
- 5.3 If the cooperation obligations are delayed, Contractor shall be in particular entitled to adjust any schedule accordingly.

6. Term

- 6.1 The term of contract shall commence upon its duly signature and may be terminated with a six week prior notice.
- 6.2 The aforementioned right of termination shall not affect the Parties' right to terminate this Agreement for good causes at any time.
- 6.3 Termination of the contract requires text form.

7. Results

Upon full payment of the respective remuneration, the Customer shall receive a transferable, non-exclusive right to use the work results developed by Contractor in connection with the Services for its own purposes, unlimited in time and space.

8. Project Management

- 8.1 The Customer is responsible for the project's execution and management.
- 8.2 Each Party shall appoint a project manager and a representative. The representative shall fulfill the tasks of the respective project manager in case of his/her absence.
- 8.3 Any change of the Project Manager shall be immediately communicated to the other Party.
- 8.4 The Project Managers shall provide to each other the information necessary for the execution of the contract.
- 8.5 The Project Managers shall be entitled to agree on the details of the implementation of the contract within the scope of the contract, however provided that this does not result in a change of the provisions thereof. Such agreements require text form, which also includes mutual confirmation by e-mail.
- 8.6 Meetings of the Project Managers shall take place regularly as mutually arranged and shall be recorded in text form.

9. Liability

- 9.1 Contractor shall be liable without restriction according to the statutory provisions for the Customer's damages caused by the Contractor's intentional or gross negligent conduct or by its vicarious agents as well as for personal injury and for damages according to the German Product Liability Act.
- 9.2 In all other aspects, Contractor's liability for claims for damages - irrespective of the legal grounds - shall be limited in accordance with the following provisions, unless otherwise stipulated in a guarantee assumed by Contractor:
 - 9.2.1 Contractor shall only be liable for damages caused by slight negligence if and to the extent to which they are based on the breach of material contractual obligations (cardinal obligations). Cardinal obligations are those contractual obligations the fulfillment of which is essential for the proper performance of the contract and on the observance of which the Customer could rely. Insofar as Contractor is liable hereunder for slight negligence, the liability shall be limited to the typically foreseeable damage.
 - 9.2.2 Contractor's liability for the loss of data and/or programs caused by slight negligence shall be limited to the typical recovery costs that would have been incurred if the Customer had backed up the data regularly and appropriately under the circumstances.
- 9.3 For damage caused by delay due to slight negligence, Contractor's liability shall be limited to the typically foreseeable damage.
- 9.4 The provisions of the preceding paragraph shall apply mutatis mutandis to a limitation of the obligation to compensate for futile expenses (§ 284 BGB).
- 9.5 The above limitations of liability shall also apply in favor of Contractor's vicarious agents.

10. Prescription

The prescription period for claims arising out or in connection with this contract shall be one year, unless Contractor has acted fraudulently, intentionally or with gross negligence. In this case, the statutory provisions shall apply.

11. Confidentiality

- 11.1 The Parties shall treat all information (both tangible and intangible) provided to one contracting party by the other as confidential and not disclose or make known such information to third parties and use such information only for the purposes of the execution of the contract and keep the information in a place protected against access by third parties. This shall not apply to information which has been published by the transferring Party or has become public knowledge without breach of obligations under this Agreement or which the receiving Party has received by other means outside an obligation of confidentiality or which it has developed independently.
- 11.2 This obligation shall apply for a period of five years after complete fulfillment of the contract or receipt of the last confidential information, whichever condition occurs last.
- 11.3 The Parties undertake to oblige employees, representatives, intermediaries, subcontractors or other third parties appointed to execute this contract in the same manner as set forth herein.
- 11.4 Additional confidentiality agreements concluded by the Parties shall remain unaffected.

12. Miscellaneous

- 12.1 All of the Customer's orders as well as amendments or supplements to this contract, orders and ancillary agreements require text form (§ 126b BGB). This shall also apply to the waiver of this requirement.
- 12.2 The contractual relationship between the Contractor and the Customer as well as all claims arising from or on the occasion of this contract shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of performance shall be Contractor's registered office.
- 12.3 The place of jurisdiction for all current and future claims arising out or in connection with this contract shall be at Contractor's registered office, unless the Customer is neither a merchant, a legal entity under public law nor a special fund under public law or unless an exclusive place of jurisdiction is stipulated by law. The same shall apply if the Customer does not have a general place of jurisdiction in Germany, relocates its registered office or usual place of residence outside Germany after conclusion of the contract or its registered office or usual place of residence is not known at the time the action is brought.

II. Special Provisions for Contracts for Works

If and to the extent that the Parties have expressly agreed on the achievement of a specifically measurable success,

the following provisions for contracts for works shall apply primarily (cf. Section 2.2).

13. Acceptance

- 13.1 After completion of the contractually agreed work, the Contractor shall submit the work results as due to the Customer for acceptance.
- 13.2 If the acceptance test is successful, the Customer shall immediately declare acceptance of the submitted works. The acceptance test shall be deemed to have been successfully completed if the work results submitted for acceptance meet the expressly agreed requirements. Acceptance may not be refused on the grounds of minor defects.
- 13.3 The work shall also be deemed to have been accepted if the Contractor has set the Customer a reasonable deadline for acceptance after completion and the Customer has not refused acceptance within this period, citing at least one defect that is not merely minor. A period of ten (10) working days shall be deemed reasonable.
- 13.4 In the event that the Customer discovers a defect during the acceptance test that entitles it to refuse acceptance, the Contractor shall remedy the defect within a reasonable period of time and submit the work in question for renewed acceptance and testing. However, this requires that the Customer has notified the Contractor of the defect in writing, providing a detailed and comprehensible description of the defect in question and the circumstances under which it occurs.
- 13.5 If the service provision within the meaning of Section 3.1 is divided into service sections (e.g., milestones, work packages, or similar partial services), the above provisions shall apply accordingly to the respective partial service. Approval by the Customer shall be deemed partial acceptance of the respective service section.

14. Remuneration

The provisions of Section 4 remain unaffected and apply in particular to the work performed, even in the case of services under a contract for works.

15. Contract Term

- 15.1 The contract shall end at the latest upon performance of the agreed Services and final acceptance of the agreed works. §§ 648 and 648a of the German Civil Code (BGB) shall remain unaffected, as shall Section 6.
- 15.2 In the event of termination, the Contractor shall make the services provided until that date available to the Customer.

16. Warranty for Defects

- 16.1 Unless otherwise specified below, the statutory provisions shall apply to the rights of the Customer in the event of defects in the work performance.
- 16.2 The warranty for defects is based exclusively on the contractually agreed specifications. Interoperability with other items or services (hardware, software, etc.) shall only be owed if this has been expressly agreed. Claims for defects by the Customer require that the defect is reported immediately in writing by the Customer, with a detailed and comprehensible description of the defect and the circumstances under which it occurs. The notification shall be deemed immediate if it is received by the Contractor within one week of discovery.

- 16.3 If a work is defective, the Contractor shall be entitled to decide whether to remedy the defect (repair) or deliver a defect-free item (replacement delivery).
- 16.4 The Customer shall give the Contractor the time and opportunity necessary for the subsequent performance owed. Upon the Contractor's request and for inspection purposes, the Customer shall provide the Contractor with the product (or its hardware components) for which the agreed works are thought to be used.
- 16.5 The expenses necessary for the purpose of defect inspection and subsequent performance, in particular travel and labor costs, shall be borne by the Contractor if a defect actually exists. If the existence of a defect cannot be determined beyond doubt, the Customer shall – upon request – reimburse the Contractor for the costs incurred in this context.
- 16.6 The Customer may only exercise its further statutory rights in respect of defects if the subsequent performance has failed despite at least two attempts and if a reasonable period set by the Customer for subsequent performance has expired without success.
- 16.7 Insofar as the work performance (in the version provided by the Contractor) infringes the rights of third parties, the Contractor may, at its discretion, remedy the legal defect by acquiring a right of use sufficient for the purposes of this contract from the party entitled to dispose of the property right in favor of the Customer, or remedy the defect in such a way that the contractual use of the work does not infringe any third-party property rights without this resulting in an unreasonable functional or qualitative restriction of the work.
- 16.8 Claims by the Customer for damages or reimbursement of futile expenses shall only exist in accordance with the above liability provisions and are otherwise excluded.
- 16.9 A warranty for defects is excluded if the Customer has made changes to the work performance. This exclusion shall not apply if the Customer proves that the change did not (contribute to) cause the defect.

17. Change Requests

- 17.1 If the Customer wishes to change the contractually agreed scope of the work to be performed by the Contractor, it shall submit this change request to the Contractor in writing.
- 17.2 Upon receipt of a change request, the Contractor shall comment on the change request within a reasonable period of time or refuse to perform the service under the changed conditions.
- 17.3 The Contractor is not obliged to take into account any changes to the services requested by the Customer.
- 17.4 The Customer shall review the Contractor's offer without delay. If the Customer accepts the offer, the contract shall be deemed amended. If no acceptance is received within ten (10) working days of receipt of the offer, it shall be deemed rejected. The contract shall then continue in accordance with the original agreements.
- 17.5 Until the Parties have agreed on the implementation of the change in services, the Contractor shall perform its work as if the change request had not been made.
