

General Terms and Conditions for the Service

neo42 Application Package Depot

Preamble:

The General Terms and Conditions set out below apply to all contracts concerning the neo42 Application Package Depot concluded with neo42 GmbH, Wilhelm-Grüner-Weg 22, 51674 Wiehl (hereinafter abbreviated to “neo42”). They shall apply insofar as the Customer is a merchant within the meaning of the German Commercial Code (HGB), including all future business relationships even if they are not expressly agreed again. The nature and scope of the respective services owed shall be agreed in separate contracts.

Deviations from these General Terms and Conditions shall only be effective if confirmed by neo42 in writing.

Employees of neo42 are not authorised to enter into verbal ancillary agreements or to give verbal assurances that go beyond the content of the respective contract, including these General Terms and Conditions.

Any changes to these General Terms and Conditions shall be communicated to the Customer in writing, by fax or by email. If the Customer does not object to such changes within four weeks of receiving notification thereof, they shall be deemed accepted. The Customer’s attention is specifically drawn to its right of objection and the legal consequences of inaction whenever changes are made to these General Terms and Conditions.

1 Subject Matter of the Contract

- 1.1 neo42 shall grant the Customer access to the neo42 Application Package Depot via the Internet. The Application Package Depot enables the Customer purchasing the service to download ready-made software packages and share them on different hardware and software.
- 1.2 The neo42 Application Package Depot contains the applications “Application Package Center” and “neo42 Service Portal”. Individual components of the neo42 Service Portal may contain open source software. Special licensing conditions apply to these components, which are described in Section 3.
- 1.3 The rights to the individual software available on the Application Package Depot are governed by the licensing conditions of the respective rights holders, which the Customer acknowledges by downloading and installing the software.
- 1.4 Access to the Application Package Depot does not bestow upon the Customer any right to use specific proprietary software contained therein. Rather, the Customer shall acquire separately the necessary rights of use from the respective manufacturers.
- 1.5 The Customer has no entitlement to the provision of specific package contents or versions. neo42 does not guarantee the operability of packages, scripts or tools in every customer environment. The Customer bears sole responsibility for any decision to use the packages, scripts and tools. neo42 recommends performing a test in the customer environment before the productive rollout.
- 1.6 The Customer's purchase orders constitute a binding offer to neo42 for conclusion of a contract. A contract shall only come into effect if neo42 accepts the Customer's binding purchase order by granting access to the Customer or if neo42 confirms acceptance to the Customer in text form or by a separate communication.

2 Term of Contract and Periods of Notice

- 2.1 The contractual relationship shall commence upon handover of the access code to the Customer. When concluding the contract, the Customer can choose between one-off temporary usage and an automatically renewable contractual term.
- 2.2 When concluding the contract, the Customer makes a binding decision to choose one of the following contract variants:
- a) The contractual relationship is limited to a term of 12 months following handover of the access details. The contractual relationship is not automatically renewed.
 - b) The contractual relationship is limited to a term of 12 months following handover of the access details. However, the contract automatically renews for a further 12 months, unless it is terminated by one of the Parties in writing with four weeks' notice given prior to expiry of the contractual term.

Any subsequent changes in the choice of contract variant shall only be possible with the express consent of both Parties or under observation of the contractually agreed periods of notice applicable to the chosen contract variant.

- 2.3 The right to effect termination without notice shall remain unaffected. Terminations must always be submitted in written form.

3 Rights of Use

- 3.1 The Customer is granted a non-exclusive, non-transferable right to access the Application Package Depot limited to the term of the respective agreement. The right of use may not be transferred, not even within the respective company or group. The Application Package Depot is therefore intended to be used only by the Customer.
- 3.2 The packages contained in the neo42 Service Portal are an exception to this rule. As open source components, these are subject to the provisions of the GNU Lesser General Public License. The GNU Lesser General Public License can be viewed at <http://www.gnu.org/licenses/>. Packages and scripts based thereon can be modified by the Customer and used in accordance with the provisions of the GNU Lesser General Public License.
- 3.3 The individual packages may only be downloaded and used if the Customer accepts the licensing conditions of the respective rights owner and has access to the corresponding / required rights of use. Required license keys must be purchased by the Customer.
- 3.4 The right to use the Application Package Depot is limited to the term of the respective contract and shall lapse once the contract has ended for whatever reason, without further legal action.

4 Prohibition of Transfer/Access Protection

The Customer may not make the right to use the Application Package Depot, or the software as such, accessible to third parties, nor shall it transfer, sell, rent or lend it to third parties. The Customer may not disclose to third parties the access granted to it or enable third parties to access the Application Package Depot with the access details provided to it. The Customer shall further be required to keep confidential the access details provided to it, e.g. username and password, and to safeguard against third-party access. The Customer shall be liable towards neo42 for any unauthorised access using the access details provided to it in cases where the Customer

has not taken all reasonable measures within its power to prevent misuse of said access details by third parties, in particular if it does not protect these access details with the same care and attention that it normally would in its own matters and affairs.

5 Claims for Defects and Right of Termination

- 5.1 neo42 provides no warranty for the source files of the packaged applications or their contents. Similarly, neo42 provides no warranty for the actual functionality of the applications contained in the neo42 Application Package Depot. The manufacturer of the respective software bears sole responsibility for these applications.
- 5.2 Defects in the software provided by neo42 shall be remedied by neo42 within an appropriate period of time following notification of the defect by the Customer. Defects shall be remedied at the discretion of neo42 either by way of free-of-charge rectification or provision of replacement software.
- 5.3 The Customer may not enforce a reduction by deducting an amount from the agreed remuneration. Corresponding claims for enrichment or damages shall remain unaffected.
- 5.4 The Customer's right of termination on the grounds of failure to grant use in accordance with Section 543 (2) (1) (1) of the German Civil Code (BGB) is excluded, unless the rectification or replacement delivery is deemed to have failed.

6 Liability

- 6.1 No-fault liability on the part of neo42 for defects that existed before the contract was concluded, in accordance with Section 536 a (1) BGB, are expressly excluded.
- 6.2 The following provisions shall otherwise apply: neo42 shall have unlimited liability, in accordance with the statutory provisions, for damage to life, body and health due to a negligent or intentional breach of duty by neo42, its legal representatives and vicarious agents, and for loss or damage covered by liability under the Product Liability Act. neo42 shall be liable, in accordance with the statutory provisions, for loss or damage not covered by sentence 1 and which is due to intentional or grossly negligent breaches of contract as well as dishonesty by neo42, its legal representatives or vicarious agents.
- 6.3 neo42 shall also be liable for loss or damage caused by ordinary negligence insofar as the loss or damage arising in this way is due to a breach of rights to be granted to the Customer in accordance with the content and purpose of the relevant contract and/or insofar as the loss or damage arising in this way is due to a breach of duty, the fulfilment of which is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely (cardinal duties).
- 6.4 Any further liability shall be excluded irrespective of the legal nature of the claim asserted.

7 Requirements / Enhancements

- 7.1 New versions of the packaged applications shall be packaged and provided by neo42 in a timely manner.
- 7.2 Service packs or updates shall – without any legal entitlement thereto on the part of the Customer – be regularly included in the packages. Neo42 shall, at its own discretion, decide which updates it wishes to add and in which particular form this will take place, e.g. via integration or as a separate package.
- 7.3 Supported platforms for the packages of the neo42 Application Package Depot include Windows 10 / 11 (32-bit, 64-bit), the last three feature versions with the current patch in each case.

8 Obligation to Return and Delete

- 8.1 When the respective contractual relationship has ended, the Customer shall return to neo42 the access details provided to it as well as any other documents. Packages, scripts and tools may still be used after the service period has expired under observance of the manufacturer's own licensing conditions, provided that the Customer has complied with the terms of use of these General Terms and Conditions and the terms of use of the respective manufacturer(s).
- 8.2 It is expressly pointed out to the Customer that any further usage of the Application Package Depot is prohibited after the contractual relationship has ended.

9 Calculation and Payment

- 9.1 Payment for the Application Package Depot is based on the packaging service and programming service provided by neo42, not on the packaged applications and their contents themselves. These must be purchased and licensed by the Customer separately from the respective rights holder or manufacturer.
- 9.2 Payment for the Application Package Depot plus VAT must be made to neo42 in advance per calendar year. If the Customer defaults on payment, neo42 shall be entitled to charge statutory default interest and prevent the Customer from accessing the Application Package Depot following prior written warning. In such cases, the Customer shall still be required to pay for any usage fees.
- 9.3 This shall not affect neo42's right to assert further claims for compensation.

10 Place of Performance and Jurisdiction

- 10.1 The law of the Federal Republic of Germany shall apply exclusively. The application of the UN Convention on the International Sale of Goods is expressly excluded.
- 10.2 The place of performance is the headquarters of neo42.
- 10.3 Where legally compatible, jurisdiction for all legal disputes between the Parties shall be the headquarters of neo42.
- 10.4 The assignment of rights and obligations by the Customer to a third party shall require the written consent of neo42.

11 Final Provisions; Severability Clause

- 11.1 neo42 logs the IP addresses of the computers/devices from which package downloads take place in order to detect any potential misuse.
- 11.2 These General Terms and Conditions, together with the orders agreed between the Parties, make up the entire contractual agreement. In the event of any conflicts between these General Terms and Conditions and the provisions of an order, the provisions of the respective order shall prevail.
- 11.3 General Terms and Conditions of the Customer, which contradict these provisions, shall not apply. Their validity is expressly excluded by the Contracting Parties.
- 11.4 If individual or multiple provisions contained in these General Terms and Conditions are or prove to be ineffective or void, or if a loophole is found in these General Terms and Conditions, this shall not affect the effectiveness or validity of the remaining provisions. In such cases, the Contracting Parties shall replace the ineffective or void provisions with legally effective provisions that come closest to the purpose intended in the ineffective or void provisions.