

# General terms and conditions of business Leadtime Labs GmbH

## A. General provisions for all services

### 1. Scope and application

1.1. These General Terms and Conditions (hereinafter "GTC") apply exclusively to the services provided by Leadtime Labs GmbH (hereinafter "Provider") for its customers, who are to be regarded as entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) (hereinafter "Customer").

1.2. Any terms and conditions of the customer that conflict with or deviate from these General Terms and Conditions shall only become part of the contract if the provider has expressly agreed to their validity. This applies in particular if the provider performs services without reservation, accepts payments without objection, or does not expressly object to the customer's General Terms and Conditions.

1.3. The provider reserves the right to change these terms and conditions at any time. In this case, the customer will be notified of the new terms and conditions four (4) weeks before the changes take effect. The customer is entitled to object to the validity of the new terms and conditions within four (4) weeks of receipt of the notification. If the customer objects, the provider reserves the right to terminate the contract with three months' notice. If the customer does not object, the amended terms and conditions will become part of the contract after the expiration of this period. The provider will expressly inform the customer of this consequence in its notification.

1.4. Individual agreements made between the customer and the provider (including ancillary agreements, additions and amendments) shall in all cases take precedence over these General Terms and Conditions.

### 2. Offer and conclusion of contract

2.1. The services to be provided and the content of the contract itself are governed by the offer documents prepared by the Provider (hereinafter "Offer"). In the event of any discrepancies between the Offer and the General Terms and Conditions, the Offer shall prevail. Any other documents referenced in these General Terms and Conditions shall generally apply subordinately.

2.2. The binding period for offers is thirty (30) days from the

date of creation stated in the offer, unless expressly stated otherwise in the offer.

2.3. The information and documents contained in the offer and in the information and documents therein for determining the contractually agreed functions of the software solution and the services offered (hereinafter "Offer Documents") must be reviewed by the Customer with regard to their suitability for both the intended use and the usual use.

2.4. The provision of services requires the conclusion of a contract between the customer and the provider. A contract for the services to be provided by the provider is concluded either upon acceptance of the offer, including the attached General Terms and Conditions, or upon completion of the booking process via the provider's website, in which the customer agrees to these General Terms and Conditions.

2.5. After the contract or booking process has been concluded, the provider will create an account for the customer. The customer will receive an activation link to open the account and confirm their details. The registration of a legal entity or partnership may only be carried out by a natural person authorized to represent the entity, who must be named. The provider may refuse registrations if there is a valid reason, e.g., if incorrect information is provided or if there is a concern that payment obligations will not be met.

### 3. Prices and payment terms

3.1. The prices for the provider's services are based on the current price list and the provider's offer.

3.1.1. For consulting and support services (Part B of these Terms and Conditions) and for individual, customer-specific adaptations/extensions of the software solution (Part C of these Terms and Conditions), the Provider shall receive remuneration based on the time spent. Furthermore, the Provider is entitled to reimbursement of expenses necessary for the provision of the service, including travel expenses.

3.1.2. For the use of the software solution and the granting of usage rights (Section D of these Terms and Conditions), the Customer shall pay the Provider a corresponding fee. This fee varies depending on the Customer's choice between the following models: Standard Edition or Enterprise Model.

3.2. All prices are net prices plus applicable VAT.

3.3. Payments must be made by bank transfer within 7 days of receipt of the invoice without deduction.

3.4. In the case of individual adaptations/extensions (Section C of these Terms and Conditions), the Provider is entitled to demand payment for individual service sections as interim payments in accordance with Section 632a of the German Civil Code (BGB). The Provider will invoice the services rendered in full after overall acceptance.

3.5. Upon expiration of the payment deadline stated in the invoice, the customer shall be in default without the need for a reminder from the provider. During the period of default, the invoice amount shall bear interest at the applicable statutory default interest rate. The assertion of further damages for default and the lump sum pursuant to Section 288 (5) of the German Civil Code (BGB) remain unaffected.

3.6. In the case of recurring payment obligations, the provider will notify the customer of price changes at least three (3) months before the end of the contract term. In the event of a price increase, the customer is entitled to object to the price increase within four (4) weeks of receipt of the notification. If the customer does not object, the new prices will apply for the new contract term and the subsequent years until any further price changes. If the customer objects, the provider is entitled to terminate the contractual relationship with the customer with one (1) month's notice effective at the end of the contract term.

#### **4. Deadlines and force majeure**

4.1. Dates for the provision of services are only confirmed by the management of the provider and must always be set out in writing, unless otherwise stated in the offer.

4.2. The Provider will notify the Customer of any delays in the provision of services. Delays due to force majeure, in particular strikes, lockouts, official orders, general telecommunications disruptions, etc., and circumstances within the Customer's sphere of responsibility, such as the failure to provide cooperation in a timely manner, delays by third parties attributable to the Customer, etc., are not the responsibility of the Provider and entitle the Provider to postpone the provision of the affected services for the duration of the disruption plus a reasonable start-up time.

#### **5. Customer's obligation to cooperate**

5.1. The proper provision of services by the Provider requires the Customer's cooperation. The Customer is obligated to fulfill the cooperation obligations required by the Provider promptly, completely, and free of charge.

5.2. The Customer will, where necessary, provide the Provider

with all documents and information necessary for the provision of the service and will name a suitable contact person who will be available to the Provider for questions during normal business hours and who will be authorized to make decisions.

5.3. If the Customer fails to comply with their cooperation obligations, fails to comply properly, or fails to comply in a timely manner, and this impacts the Provider's ability to provide services, the Provider shall not be liable for any resulting disadvantages. Furthermore, the Provider is entitled to postpone agreed appointments if the Customer fails to fully, properly, and timely comply with their cooperation obligations. The Provider will invoice the Customer separately for any additional costs incurred as a result – without prejudice to any other rights. Furthermore, the Customer shall reimburse the Provider for any expenses incurred.

#### **6. Use of subcontractors**

6.1 The Provider is entitled to use subcontractors to provide the service. The Provider will inform the Customer of this in form them accordingly in advance.

6.2. The Provider shall ensure the proper selection of subcontractors to be used and shall draft agreements with them in such a way that they comply with the provisions of these Terms and Conditions.

#### **7. Liability**

7.1. The provider shall be liable without limitation for claims for damages or reimbursement of expenses based on intent or gross negligence, for damages resulting from injury to life, body or health, as well as in the case of mandatory statutory provisions, in particular liability under the Product Liability Act (ProdHG), the assumption of a guarantee, or in the case of a fraudulently concealed defect.

7.2. The provider is liable for the breach of material contractual obligations in the event of slight negligence. Material contractual obligations are those whose fulfillment is essential for the proper execution of the contract or whose breach jeopardizes the achievement of the contract's purpose and on whose compliance the customer may regularly rely. However, liability is limited to foreseeable, contract-typical damages.

7.3. The provider is liable for any loss of data only up to the amount that would have been incurred for the restoration of the data had the data been properly and regularly backed up.

7.4. The above liability provisions also apply to the liability of

the provider for its vicarious agents and legal representatives.

## 8. Confidentiality

8.1. The parties shall maintain confidentiality regarding confidential information and protect it with due care from unauthorized access by third parties. Third parties within the meaning of this provision do not include employees of the Provider.

8.2. "Confidential Information" shall mean all information and documents of the other party that are marked as confidential or that, given the circumstances, are deemed to be confidential. This includes, in particular, trade secrets and information regarding know-how and operational processes.

8.3. Information shall not be considered confidential information within the meaning of the above paragraph 8.2.

8.3.1. which is demonstrably already known to the receiving party or becomes known to it from third parties without violating a confidentiality agreement, legal regulations or official orders;

8.3.2 which are or become publicly known without any breach of these provisions;

8.3.3. which must be disclosed due to legal obligations or by court or administrative order. To the extent permissible and possible, the party obligated to disclose shall notify the other party in advance and give it the opportunity to object to the disclosure.

8.4 These obligations shall remain in effect for the duration of the Agreement and for a period of three (3) years after termination of the Agreement.

## 9. Data protection

9.1. The customer is responsible for compliance with all data protection regulations regarding the processing of personal data. In the event of personal data being processed on behalf of the customer, the parties conclude the data processing agreement attached to the provider's offer in accordance with Art. 28 GDPR.

9.2. The provider is entitled to use data in anonymized form for analysis purposes and troubleshooting.

## 10. Reference customers

10.1. The Customer authorizes the Provider to name the Customer

as a reference customer on its website or in other media. To this end, the Customer grants the Provider the non-exclusive, perpetual right, revocable at any time and for the future, to use the Customer's company name and logo in advertising materials and on the Provider's website.

10.2. The parties may, subject to the terms and conditions provided for this purpose, agree that the Customer may also act as an advertising customer of the Provider. This requires a corresponding offer from the Provider, which contains the content of the supplementary terms and conditions, and its written acceptance by the Customer.

## B. Special conditions for consulting and support services of the provider

### 1. Scope of services

1.1. The Provider's services include consulting and support services. In particular, the Provider provides support with onboarding, data migration, and the implementation of interfaces to third-party systems, in accordance with the state of the art at the time of conclusion of the contract. The Provider also conducts workshops and training sessions related to the use of the software solution via video conference or on-site at the customer's premises. Sections 611 et seq. of the German Civil Code (BGB) apply to these services.

1.2. Unless otherwise agreed, the customer is responsible for implementing the software solution within the company, e.g., by making configurations in the software solution's settings. The provider supports and advises the customer in this case, but is not responsible for any project management or success.

### 2. Implementation of consulting and support services

2.1. The Provider is generally free to choose the location of the service. Only if necessary in individual cases and agreed upon in advance with the Customer will the Provider provide consulting and support services at the Customer's premises.

2.2. The Provider shall decide, at its own discretion and based on their respective qualifications, which persons it will deploy to provide the service. The Customer has no right to demand the deployment of specific persons.

2.3. The personnel employed by the Provider are subject exclusively to the Provider's instructions. This applies in particular if, in individual cases, the provision of services should be necessary at the Customer's premises.

2.4. In the event that workshops/training courses are held on-site at the Customer's premises, the Customer shall provide a suitable training/meeting room and the necessary technical resources on its premises after consultation with the Provider.

## **C. Special conditions for adaptations and extensions of the software solution**

### **1. Scope of services**

1.1. In the case of individual adaptations and extensions of the software solution for the customer, the essential contractual contents arise from the respective offer of the provider and the specifications to be drawn up with the cooperation of the customer.

1.2. The Provider is not obligated to transfer the source code or to install, configure or further develop the adaptations or extensions, unless this has been expressly agreed between the parties.

### **2. Contract execution**

2.1. For the performance of these services, the provider will prepare a specification sheet with the customer's cooperation, which will define the requirements for the adaptations/extensions to the software solution. The specification sheet will be presented to the customer and accepted by the customer promptly, at the latest 7 days before the services are to be performed.

2.2. In the event of a Customer request for changes, the Provider will review them and inform the Customer of the impact on the adaptation/extension in terms of content and timing, as well as any additional costs required. Implementation of the changes depends on the Customer's approval; if this is not received within five (5) days of the Provider's notification, the adaptation/extension of the software solution will continue according to the previously agreed specifications without considering the requested changes.

2.3. The Provider is permitted to integrate third-party and open source software components. The Provider will inform the Customer of this within the scope of its offer and, if integration becomes necessary later, during implementation, and will provide the Customer with all necessary information.

### **3. Acceptance of the Leiservices**

3.1. Upon notification of completion and the Provider's request, the Customer shall inspect the modification/extension immediately, at the latest within fourteen (14) days, and declare acceptance in writing. Minor defects do not entitle the Customer to refuse acceptance. Defects discovered during acceptance will be recorded, and the Provider will be granted a reasonable period of time to rectify them.

3.2. Acceptance shall be deemed granted if the Customer uses the adaptation/extension productively for a period of four (4) weeks or if the Customer does not refuse acceptance within the period specified in Section 3.1 above by notifying a significant defect.

### **4. Granting of rights of use**

4.1. Upon acceptance of the adaptation/extension and full payment of the agreed remuneration, the Customer shall receive the non-exclusive, non-transferable, non-sublicensable, temporally and geographically limited right to use the adaptation/extension for the Customer's own business purposes.

4.2. To the extent that the adaptation/extension contains open source software components, the granting of usage rights shall be governed exclusively by the applicable open source license terms, to which the Provider shall draw the Customer's attention accordingly.

### **5. Defects in performance and subsequent performance**

5.1. The Provider shall ensure that the adaptation/extension complies with the recognized state of the art. Any additional specifications must be expressly agreed upon between the parties.

5.2. The Provider shall remedy defects at its own discretion and at its own expense. The Customer shall notify the Provider of any defects immediately, along with a comprehensible description of the manifestations of the respective error. The defect may also be remedied by providing a software update or a workaround.

5.3. The Customer shall grant the Provider at least two reasonable grace periods to remedy the defects before asserting any further rights and claims to which he is entitled based on the defects.

5.4. Claims are excluded if the customer has made changes

to the adaptations/extensions, unless the change had no influence on the occurrence of the defect.

5.5. The limitation period for claims for defects shall be twelve (12) months from acceptance, unless the Provider has fraudulently concealed the defect.

5.6. If the Customer withdraws due to the breach of an obligation relating to a definable service provided by the Provider and which can be provided independently by other services taking into account the interests of the Customer, the other services shall not be covered by this withdrawal.

## D. Special conditions for the granting of rights of use ("License") to use the software solution

### 1. Scope of services

1.1. The Provider shall make the software solution available to the Customer for use during the term of the contract within the scope granted below.

1.2. The software solution is provided as Software as a Service ("SaaS") via the web application. <http://leadtime.de/app>. The current range of functions of the software solution is determined from the current service description on the provider's website at: <http://leadtime.de/legal>.

1.3. After conclusion of the contract, the provider will provide the customer with login credentials and electronic user documentation, which can be viewed online at any time during the contract term and downloaded in a common format. The customer must immediately modify the received login credentials, especially passwords, in accordance with general security standards.

1.4. If a test account is provided, the customer has the opportunity to test the software solution for a period of fourteen (14) days. During this period, the customer may have limited access to the software's functions.

1.5. The provider is entitled to update and further develop the software at any time and to adapt it due to changes in the legal situation, technical developments, or to improve IT security. The provider will appropriately consider the customer's legitimate interests and inform the customer in a timely manner about necessary updates. If and to the extent that the provision of a new version or update involves a significant change in the functionality of the software, the provider will notify the customer of this in writing at least four (4) weeks

before such a change takes effect. The customer is entitled to object to such a change, which will result in extraordinary termination of the contract. If the customer does not object to the change in writing within four (4) weeks of receipt of the notification of the change, the change will become part of the contract.

1.6. The customer is entitled to use the third-party functions integrated into the software solution. In the event of the use of these functions, the terms and conditions of the third-party providers shall prevail. For functions subject to a fee, fees must be paid directly to the third-party provider.

### 2. Granting of rights of use

2.1. In return for payment of the agreed remuneration, the Provider grants the Customer the non-exclusive, non-sublicensable and non-transferable right, limited to the term of the contract, to use the Software in accordance with the following terms and conditions.

2.2. The customer may only reproduce the software to the extent that this is covered by the intended use of the software. Necessary reproduction includes loading the software into the RAM on the provider's server, but not the temporary installation or storage of the software on data media of the hardware used by the customer.

2.3. The customer will use the software only for its internal business purposes. The customer is not authorized to rent, lend, sell, lease, assign, or transfer the software itself or the rights to the software to third parties, copy the software, or authorize the copying of the software in whole or in part.

2.4. If the software is provided for testing purposes, the customer's rights of use are generally limited to those actions that serve to determine the software's functionality and suitability for the customer. After the 14-day test period, the customer will be granted the rights of use in accordance with the above paragraphs, unless the customer has declared termination of the contract in writing at the end of the test period. The parties may agree to deviate from this.

2.5. Any additional program code (e.g., update, upgrade) provided to the customer for the purpose of troubleshooting or as part of maintenance/support shall be considered part of the software provided and shall be subject to the terms and conditions of these Terms and Conditions, unless otherwise agreed.

2.6. Upon termination of the contract, the usage rights expire

automatically without the need for a declaration from the Provider. The Customer has the option of exporting their data in a common format up to four (4) weeks after termination of the contract. The Provider will irretrievably delete any existing Customer data no later than one (1) month after termination. The Customer is entitled to book a corresponding data export service.

2.7. Insofar as applications are made available to the customer for the use of the software solution for which the provider only has a derived right of use (hereinafter "third-party software"), the provisions of these General Terms and Conditions between the provider and its licensee shall prevail over the provisions of these General Terms and Conditions. The agreed terms of use regarding the third-party software apply. The provider will refer to the respective terms of use of the third-party software provided and make them available to the customer. In the event of a violation of these terms of use by the customer, both the provider and its licensor are entitled to assert the resulting claims and rights in their own name.

### 3. Customer's obligations

3.1. The customer will inform themselves about the essential functional features of the software solution and its technical requirements (e.g., with regard to browser, client hardware, and network connection) and establish these themselves. Notwithstanding the provider's obligation to back up data, the customer is responsible for entering and maintaining the data and information required to use the software solution.

3.2. The customer shall take the necessary technical and organizational precautions to prevent unauthorized third parties from using the software solution. In particular, the customer shall protect and store the submitted access data against access by third parties in accordance with the state of the art. The access data may not be passed on to third parties.

3.3. The Customer is obliged to immediately notify the Provider of any unauthorized access or attempted access.

3.4. The Customer grants the Provider the right to audit compliance with the terms and conditions of the Agreement. The Customer will support the Provider in the audit, in particular by providing the Provider with all relevant documentation and documents (such as reports). Should the audit reveal a violation of the terms and conditions of the Agreement, the Customer agrees to pay the applicable fees and to cover the costs incurred for the audit.

### 4. Warranty for material and legal defects

4.1. With regard to the granting of use of the software solution, the provisions of §§ 535 ff. BGB apply.

4.2. The customer may not claim a reduction in the remuneration by independently deducting the reduction amount from the remuneration. This does not affect the customer's right to a refund of the excess payment in the event of a justified reduction.

4.3. The warranty for insignificant impairments of the suitability of the software solution is excluded. The provider's strict liability for defects already existing at the time of conclusion of the contract pursuant to Section 536a (1) of the German Civil Code (BGB) is also excluded.

4.4. If third parties assert claims against the Customer for infringement of rights, the Customer shall immediately notify the Provider in writing or text form. The Customer is not entitled to acknowledge the third party's rights and expressly reserves all defensive measures and settlement actions for the Provider. The Provider is entitled, at its own discretion, to either modify the software solution so that the third party's rights are no longer infringed, or to obtain the necessary authorization for the Customer to use the software. Self-remedy by the Customer or third parties commissioned by the Customer is excluded.

4.5. In the event of defects in third-party software used by the Provider for the purpose of providing the service, and whose defects the Provider is not permitted to remedy itself, the Provider's obligation to remedy the defects consists in asserting claims against the respective licensors.

### 5. Availability and disruptions

5.1. The Provider guarantees an average annual availability of 99.5% of the software solution at the handover point. The handover point is the router output of the data center where the server with the Provider's software solution is located.

5.2. The parties define availability as the technical usability of the software solution at the point of delivery for use by the customer. Maintenance times, periods of disruption subject to the time for resolution, and periods of disruption to the customer's required technical infrastructure that are not attributable to the provider shall be considered times of availability of the software solution. Times of minor disruptions shall be disregarded when calculating availability. The provider's measurement instruments in the data center shall be decisive

for demonstrating availability.

5.3. The Customer must immediately report any errors to the Provider by email.

5.4. The Provider shall, at its sole discretion and taking into account the interests of the Customer, classify the errors that occur into the following error levels:

5.4.1. **Critical error (priority 1)**: Failure of the software or essential parts thereof, so that use is completely or almost completely impossible.

5.4.2. **High priority error (Priority 2)**: Important functions of the software are restricted, so that operation is only partially possible.

5.4.3. **Medium error (Priority 3)**: Functional limitations in the software with little impact on the use of the software solution.

5.4.4. **Minor errors (Priority 4)**: Other (minor) problems or errors that do not affect the use of the software solution.

5.5. The Provider will respond to the Customer's notification of an error within the following response periods:

**Priority 1**: Within 1 hour;

**Priority 2**: Within 4 hours, during business hours);

**Priority 3**: Within 1-2 working days;

**Priority 4**: Within 3-5 working days.

5.6. Reported errors will be remedied within the following timeframes:

**Priority 1**: Within 24 hours;

**Priority 2**: Within 48 hours;

**Priority 3**: Within 7 days;

**Priority 4**: As part of the next regular update.

5.7. In the event of errors of priority 1 and 2, the Provider is entitled to provide the Customer with a so-called workaround until the error is completely resolved.

5.8. In addition, in the case of Priority 3 and 4 errors, the Provider is entitled to correct errors through updates or new program versions that also contain new functions (upgrades).

## 6. Maintenance and Support

6.1. The Provider is entitled to perform regular maintenance on the software. Maintenance will take place between 10 p.m. and 6 a.m., generally outside the Customer's normal business hours, unless maintenance must be performed at a different time for urgent operational or other compelling reasons.

6.2. If necessary, any additional maintenance will generally be announced by email 48 hours in advance.

6.3 If and to the extent that the Customer is able to use the Software during announced periods of unavailability, there shall be no legal entitlement to this.

6.4. The Provider provides support services to the Customer in response to Customer inquiries related to the technical requirements for the Software's use and individual functional aspects. These support services may be subject to a fee. Prices are based on the Provider's current price list, which the Customer will be informed of.

6.5. The provider provides support services during the following support times:

Monday to Friday between 9 a.m. and 4 p.m. (except public holidays at the provider's headquarters). Support hours are based on the time zone at the provider's headquarters.

6.6 Customer support is available via email or telephone.

**E-mail:** [hilfe@leadtime.de](mailto:hilfe@leadtime.de)

**Telephone:** +49 941 463 900 42

For each customer request, the provider assigns a processing number based on a ticket system.

## 7. Term and termination

7.1. The term is one (1) year from the conclusion of the contract (hereinafter "Contract Term"). The contract will be automatically renewed for a further period of one year unless terminated by either party with thirty (30) days' notice prior to the end of the respective contract term.

7.2. The right to extraordinary termination for good cause remains unaffected. Good cause for the provider shall include, among other things, if the customer is more than sixty (60) days in arrears with payment of the remuneration or violates essential contractual obligations, in particular provisions on rights of use, and does not remedy this violation within thirty (30) days of a warning by the provider. The customer's right to extraordinary termination pursuant to Section 543 (2) sentence 1 no. 1 BGB is excluded.

7.3. Terminations must be made in writing.

## E. Final provisions

1. The customer is only entitled to assign claims that are not monetary claims with the prior written consent of the provider.

2. The customer may only offset legally established or undisputed claims.

3. The law of the Federal Republic of Germany shall apply to all legal relationships between the parties, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

4. The exclusive place of jurisdiction for all disputes arising from and in connection with these General Terms and Conditions is Regensburg, provided that each party is a merchant or a legal entity under public law. However, the Provider is also entitled to bring legal action at the customer's general place of jurisdiction.

5. Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties shall endeavor to agree on a provision that best reflects the meaning and economic purpose of the invalid or unenforceable provision. The same applies in the event of a loophole.