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General Terms and Conditions of Contract of AKI GmbH (Provider) for the Creation of Software -VES AKI-

(Version 2.1E – July 2026)

1. Subject matter of the contract

1.1 The Provider shall create software for the Customer in accordance with the service description on which the conclusion of the contract is based (see Clause 2.2).

1.2 The copy of the software to be provided to the Customer by the Provider contains only its executable form.

1.3 Unless otherwise agreed the software shall be handed over including an operating manual (user documentation or online help). The operating instructions shall be written in the language of the user interface of the software, unless otherwise agreed.
The delivery (or creation) of more extensive documentation shall require a separate written agreement, in particular, on the content and scope of the documentation.

1.4 The Provider shall create the software together with the operating instructions (together: subjects of performance) in accordance with the principles of proper professional practice.

1.5 Analysis, planning, consulting and training services are not the subject of this contract and are not owed by the Provider.

2. Cooperation of the contracting parties

2.1 The Customer shall communicate its technical and functional requirements for the software to the Provider in full and in detail and shall hand over to the Provider in good time all documents, information and data required for the creation of the software. This also includes the description of practical and suitable test cases and data for the quality test (Clause 7.1).

2.2 The performance specification conclusively reflects the owed quality of the software. Changes to the service description shall only be made in accordance with Clause 3. The Provider shall provide analysis, planning and consulting services – including in connection with the performance specification – only on the basis of a separate contract against separate remuneration (see also 1.5).

2.3 The Provider shall involve the project manager designated by the Customer as the point of contact (Clause 3.1 of the AV AKI) to the extent required for the performance of the contract. The decisions of the points of contact shall be recorded in writing.

2.4 The Customer shall not have the right to assert a claim to the provision of services at the Customer's premises.

3. Procedure for changes in performance

Both contracting parties may propose changes to the service description (see Clause 2.2) and service provision. The following procedure is agreed for this purpose:

3.1 The Provider shall view a change proposal from the Customer and inform the Customer whether or not an extensive review of this change proposal is required.

3.2 If an extensive review of the change proposal is required, the Provider shall inform the Customer within a reasonable period of time of the expected time required for this and the associated remuneration. The Customer shall issue (or reject) the review order within a reasonable period of time.

3.3 If an extensive review of the proposed modification is not required or if the commissioned review is completed, the Provider shall either

a) submit a written offer to implement the changes (change offer). The change offer shall contain, in particular, the changes to the service description and their effects on the performance period, the planned dates and the associated remuneration; or

b) issue the notification that the proposed change is not feasible for the Provider within the scope of the agreed services.

3.4 The Customer shall either reject a change proposal within the acceptance period (binding period) specified therein or declare acceptance in writing or in another form agreed between the contracting parties. The Customer shall notify the Provider of any rejection without delay.

3.5 The Provider and the Customer may agree that services affected by a change proposal shall be interrupted until the review has been completed, or – insofar as a change offer is made – until the expiry of the binding period.

3.6 Until acceptance of the change offer, the work shall continue on the basis of the previous contractual agreements. The performance periods shall be extended by the number of calendar days on which the work was interrupted in connection with the change proposal or its review. The Provider may claim reasonable remuneration for the duration of the interruption (Clause 3.5), except to the extent that the Provider has otherwise deployed (or maliciously failed to deploy) its employees affected by said interruption.

3.7 The amendment procedure shall be documented in writing (or in text form) on a form provided by the Provider at the Provider's request, unless otherwise agreed. Any amendment to the service description shall be agreed in writing or in another form agreed between the Parties.

3.8 Clauses 3.2 to 3.7 shall apply mutatis mutandis to the Provider's proposals for changes.

3.9 Proposals for changes shall be addressed to the point of contact (Clause 2.3) of the contracting party.

4. Rights of use and protection against unauthorised use

4.1 Upon full payment of the remuneration owed, the Provider shall grant the Customer the non-exclusive right to use the objects of performance for the contractually stipulated purpose in his company on a permanent basis, unless otherwise agreed. A transfer of rights of use to third parties shall only be permissible if the Customer has relinquished his rights in full. The Customer shall be obligated to impose the obligations and restrictions of use incumbent upon him on the third party. This applies in particular to the obligations under Clause 5.8. The Customer shall confirm the relinquishment of his own use in writing at the request of the Provider.

4.2 In all other respects, all rights shall remain with the Provider.

4.3 The Provider is entitled to take appropriate technical measures to protect against non-contractual use. The use of the software on the basis of an alternative or successor configuration may not be significantly impaired by this.

4.4 The Provider may revoke the Customer's right of use if the Customer violates restrictions on use or other regulations for protection against unauthorised use (see also Clause 5.8) in a not inconsiderable way. The Provider shall set the Customer a grace period for remedial action beforehand. In the event of a repeat occurrence, and in the event of special circumstances which, after weighing the interests of both parties, justify immediate revocation, the Provider may issue the revocation without setting a deadline. The Customer shall confirm the cessation of use vis-a-vis the Provider in writing after said revocation. The Provider shall grant the Customer the right of use again after the Customer has stated and assured in writing that there are no longer any violations of the right of use, and that any previous violations (and their consequences) have been eliminated.

5. Obligations of the Customer

5.1 The Customer shall ensure that expert personnel are available to support the Provider during the project and, from the time of handover, for the quality test (Clause 7.1) and the use of the software.

5.2 At the request of the Provider, the Customer shall provide suitable test cases and data for the quality test in machine-readable form (cf. Clause 2.1). If the Customer fails to hand over such test cases and data, the Provider may select and create suitable test cases himself against additional remuneration.

5.3 The Customer shall be obligated to download any software provided for this purpose after notification of provision.

5.4 The Customer shall report defects, in particular, in accordance with Clause 3.4 of the AV AKI. Unless otherwise agreed, the relevant forms and procedures of the Provider shall be used for this purpose.

5.5 The Customer shall support the Provider as far as necessary in the performance of the contract and in the elimination of defects in accordance with Clause 3.2 AV AKI, and provide other analysis material.

5.6 The Customer shall inform the Provider without delay of any changes in the conditions of use after handover.

5.7 Unless otherwise agreed, the Customer shall additionally keep all documents, information and data handed over to the Provider in such a way that they can be reconstructed on the basis of data carriers in the event of damage or loss.

5.8 The Customer may not do anything that could encourage unauthorised use. In particular, he may not attempt to decompile the software unless he is authorised to do so. The Customer shall inform the Provider immediately if he becomes aware that unauthorised access is imminent or has occurred in his sphere of influence.

6. Handover and transfer of risk

6.1 Unless otherwise agreed, the Provider may also hand over the subjects of performance to the Customer by electronic transmission or by making it available for download. If the subjects of performance are made available for downloading, the Provider shall notify the Customer of such a provision.

6.2 Insofar as the subjects of performance are transmitted electronically, the risk of accidental loss shall pass to the Customer upon receipt by the teleservice provider commissioned by the Provider to forward the subjects of performance.

6.3 Insofar as the subjects of performance are provided for downloading, the risk of accidental loss shall pass to the Customer upon provision and notification of the Customer to this end.

7. Quality inspection and claims for defects by the Customer

7.1 The Customer shall immediately – as a rule within 14 calendar days – inspect all delivered objects of performance, in particular, software or executable parts of the software agreed as partial deliveries, to ensure that they are free of defects, in particular, that they are deemed to be in accordance with the agreement (quality inspection). For this purpose, the Customer shall use test cases and data suitable in practice for software (cf. Clause 2.1). The Provider may coordinate with the Customer regarding the test procedures and also accompany and support the quality test on site.

7.2 The Customer shall duly issue a notification of any defects occurring during (or after) the quality inspection without delay, at the latest seven calendar days after becoming aware of them (Clause 5.4).

7.3 In addition, the commercial obligation to inspect and issue notice of defects (Section 377 German Commercial Code [HGB]) shall apply.

7.4 The Provider warrants that the subjects of performance comply with the contractual quality when used in accordance with the contract. Section 4 of

the AV AKI shall apply, in particular, to material defects. Section 5 of the AV AKI shall apply, in particular, to defects of title.

7.5 The Customer shall only be able to assert claims for defects if reported defects are reproducible or otherwise verifiable. Clauses 5.4, 7.2 and 7.3 shall apply, in particular, to the notification of defects.

7.6 If the Customer is entitled to assert claims for defects, he shall initially only have the right to subsequent performance within a reasonable period. Subsequent performance shall include, at the Provider's discretion, either rectification of the defect or the creation of a new subject of performance. The interests of the Customer shall be adequately taken into account in the event of a choice.

The Customer shall enable the Provider to install and remove the software within the scope of subsequent performance, unless this is deemed unreasonable for the Customer. The Customer shall consult with the Provider before taking its own measures to remedy said defect.

If the Customer wishes to assert a claim for the reimbursement of expenses, this shall only exist to a reasonable extent, taking into account the value of the service in question in a defect-free condition and the significance of the defect.

7.7 If the subsequent performance fails or cannot be carried out for other reasons, the Customer may reduce the remuneration, withdraw from the contract and/or – within the scope of Clause 7 of the AV AKI – assert a claim for damages or the reimbursement of expenses under statutory conditions.

If subsequent performance is delayed, Clause 4.4 of the AV AKI shall apply to the Provider's compensation for damages and expenses. Clause 7 of the AV AKI shall apply, in particular, to damages or the reimbursement of expenses.

The Customer shall exercise a right of choice to which it is entitled with regard to these claims for defects within a reasonable period of time, as a rule, within 14 calendar days after the possibility of the Customer becoming aware of the right of choice.

8. Validity of the AV AKI

The General Terms and Conditions of Contract of AKI (AV AKI) shall apply in addition.