LOBSTER PRO GMBH'S GENERAL TERMS AND CONDITIONS FOR LOBSTER_PRO

The following General Terms and Conditions (hereinafter "Lobster_pro Ts & Cs") shall apply to the relationship between Lobster PRO GmbH, Hindenburgstrasse 15, 82843 Pöcking (hereinafter referred to as "Lobster" or "Lobster PRO GmbH") and its Customers (hereinafter referred to as "Customer") – together referred to as the "Contractual Partners".

A GENERAL PROVISIONS

I General definitions

Term	Description
Lobster_pro Ts & Cs	The General Terms and Conditions of Lobster contained in this document for services rendered in connection with the Lobster_pro product.
Service Order	Order for the performance of specific services by Lobster.
Lobster	Lobster PRO GmbH, Hindenburgstrasse 15, 82843 Pöcking and its affiliated companies.
Lobster_pro	A standardised software for business process digitalisation and automation developed and distributed by Lobster.
Customer	Contractual Partner of Lobster, which makes use of services relating to Lobster_pro.
Confidential Info	All information, whether transmitted in writing or verbally, (i) which by its nature is considered confidential or sensitive, or (ii) which the Contractual Partner receiving the information, due to the external circumstances of the transmission, must identify as being confidential or sensitive. Confidential information includes, in particular, product descriptions, specifications, prices, reports.
Affiliates	Companies, which Lobster or companies of the Customer are connected to within the meaning of section 15 AktG (Stock Corporation Act).

II Service Orders

1. Service Orders. The Contractual Partners agree the specific services to be rendered via Service Orders. Service Orders define the details of the services to be rendered. They comprise a specific service description, as well as the time frame and the deadlines for the transfer of the deliverables. Service Orders are comprised of Lobster's offer and the Customer's order. Offers and orders are generally exchanged via email.

All Service Orders must at least be submitted in writing to be effective and also refer to these Ts & Cs, unless a framework agreement has been concluded between the Contracting Partners that takes precedence over these Ts & Cs. A Customer order, which contains additional provisions, limitations or other amendments to Lobster's offer, shall only become legally binding after Lobster's order confirmation has been received by the Customer.

2. Possible service portfolio of Service Orders. Service Orders may include the following services:

- Permanent or temporary provision of Lobster_pro (see also sections B and C);
- Support Services relating to the deployment of Lobster_pro within a production environment (see section D);
- Installation of Lobster_pro on the Customer's systems (see more section D);
- Customer training for the use and application of Lobster_pro (see also section D);
- Delivery of project planning and configuration services (see also section D).

3. Order of Precedence. The provisions of a Service Order shall prevail over the provisions of these Lobster_pro Ts & Cs.

III The Customer's duties and obligations to cooperate

The Customer shall be obligated to ensure that all data processed with Lobster_pro shall be reasonably protected and backed up, that adequate data backup systems and data processing systems are established and that the Lobster_pro work results are controlled and monitored.

Further cooperation obligations and duties on the part of the Customer are set out in the respective Service Order (in particular in Lobster's offers) and, where applicable, in further provisions as specified in these Lobster_pro Ts and Cs. The Customer's duty to cooperate shall constitute a material, contractually binding obligation of the Customer.

IV General provisions relating to terms of compensation and payment

1. Payment, Taxes. Lobster shall receive the payment specified in the Service Order for the services rendered within the context of the respective Service Order. The payment agreed upon in a Service Order does not include any transaction taxes (such as VAT, or similar transaction-based taxes) which may be imposed in accordance with applicable laws.

2. Currency. All prices stated in Service Orders are exclusively stated and payable in the national currency of the respective country or in euro.

3. Payment terms. The terms of payment shall be agreed upon by the Contractual Partners in the respective Service Order. The Contractual Partners may agree on reasonable instalments in instances where a fixed price has been agreed. Unless stipulated otherwise in a Service Order, invoices issued by Lobster shall be due and payable within 30 calendar days after the issuance of the invoice.

4. Default. The statutory provisions shall apply in the event of default.

V Infringement of third-party rights (defects of title)

1. Notification of defects. The Customer shall notify Lobster immediately of any alleged defects of title or infringement of industrial property rights relating to the rendering of services within the context of a Service Order. The Customer shall moreover provide appropriate support in the defence of such claims.

2. ndemnification. Lobster indemnifies the Customer against all legitimate third-party claims which constitute a patent or copyright infringement or an infringement of other intellectual property rights and which are based on a contractual use of the service rendered under a Service Order (in particular the provision of Lobster_pro).

The indemnification covers all legitimate claims of third parties that are the result of the utilisation of a service and are asserted against the Customer. The indemnification presupposes:

- that Lobster is promptly notified of the asserted claim;
- Lobster is given, to the extent permissible and possible, full control of the defence or any settlement negotiations, and
- the Customer makes all appropriate support and information available to Lobster.

Lobster shall reimburse the cost arising from this reasonable assistance. Lobster's obligation to indemnify is subject to the liability provisions in accordance with section A.VI.

3. The Customer's rights. If Lobster's services within the context of a Service Order become the subject of a property right infringement action or sanction, Lobster will, at its discretion and taking into account the interests of the Customer,

- procure at no cost to the Customer, the right to continue using the service, or
- replace or modify the service so that the property right infringement or defect of title is remedied.

If none of the above alternatives is economically reasonable, the Customer is entitled to withdraw from the affected Service Order. Lobster will refund the payment made under the affected Service Order, if necessary, on a pro rata basis. If the Service Order concerns a subscription, the right to extraordinary termination replaces the right to withdraw.

In addition, the Customer shall be entitled to assert its statutory rights for defects of title, provided the requirements are met.

VI General limitation of liability

No matter the legal grounds (delay, material defects and defects of title, infringement of property rights, poor performance), Lobster shall be exclusively liable as follows:

1. Unlimited liability. In the following cases, Lobster shall bear unlimited liability:

- Intent and gross negligence;
- Damages resulting from injury to life, body or health, irrespective of the form of fault;
- Acceptance of guarantees;
- Fraudulent intent.

2. Limitation of liability in the event of slight negligence. Provided none of the cases of section A.VI.1 applies, however Lobster violates an essential contractual obligation due to slight negligence, Lobster is obligated to compensate for the contractually foreseeable damage. An essential contractual obligation is defined as an obligation which makes the execution of a Service Order possible in the first place and on which the Customer regularly relies.

3. Product Liability Act. Lobster's liability in accordance with the provisions of the Product Liability Act remains unaffected by the above conditions.

4. Contributory negligence. If damages are attributable to both Contractual Partners, the contributory negligence of the Customer must be taken into account (section 254 BGB German Civil Code).

5. Loss of data and data back-ups. In particular, the Customer shall be responsible for regular data backups, the appropriateness of which is determined by its individual risks, see also section A. III. Where Lobster is liable for data loss, then liability is limited to the costs incurred from the duplication of data backups, as well as the costs for data restoration, which would have been incurred even if there had been adequate data backups.

VII Subcontractors

Lobster shall be entitled to use subcontractors when processing a Service Order, provided the Customer approves to the use of a subcontractor. The Customer may only refuse its consent to the use of a subcontractor for good cause.

VIII   Non-disclosure, confidentiality and data protection

<u>1. Non-disclosure.</u> Neither Contractual Partner shall be entitled to transfer Confidential Information of the other Contractual Partner to third parties without written consent. Both Contractual Partners undertake to use Confidential Information only as provided for in the provisions of these Lobster_pro Ts & Cs or the Service Orders. Both Contractual Partners shall undertake to observe no less than the same precautionary measures as they take with regard to their own Confidential Information. Such precautionary measures must at least be appropriate to prevent disclosure to unauthorised third parties. In addition, both Contractual Partners are obliged to prohibit the unauthorised disclosure or use of Confidential Information by their customers, employees, subcontractors and legal representatives. The Contractual Partners shall inform each other in writing in the event of misuse of Confidential Information.

Confidential Information shall not include information that

- was already known to the other Contractual Partner before transmission due to a Service Order and without an existing confidentiality agreement;
- is transmitted by a third party not subject to a comparable confidentiality agreement;
- is otherwise publicly known;
- has been developed independently and without use of the Confidential Information;
- has been released for publication in writing; or
- must be transmitted pursuant to a court order, provided that the Contractual Partner affected by the transmission is informed in good time, allowing legal action to still be taken.

<u>2. Data protection.</u> Both Contractual Partners shall comply with the data protection regulations, in particular the BDSG [Federal Data Protection Act] and GDPR. A Contractual Partner shall only collect, store, process and use the personal data of the other Contractual Partner to the extent and for as long as is necessary in order to establish, execute or terminate a Service Order.

Any other collection, processing and use of personal data of the other respective Contractual Partner shall only occur if required or permitted by a legal provision or if the other respective Contractual Partner has expressly consented thereto. Lobster undertakes to maintain data secrecy in accordance with section 53 BDSG and further undertakes to maintain data secrecy even after completion of a Service Order. Lobster further undertakes to employ only such employees to process personal data which have been bound to data secrecy in accordance with section 53 BDSG.

Where necessary, the Contractual Partners shall, in addition to a Service Order, conclude a contract on order processing in accordance with Art. 28 GDPR.

IX   Applicable law

These Lobster_pro Ts & Cs and all Service Orders are subject to German law. The provisions of the UN Convention on the International Sale of Goods (CISG) shall not apply.

X   Arbitration Procedures and Jurisdiction

<u>1. Arbitration.</u> All disputes arising out of or in connection with these Lobster_pro Ts & Cs and/or a concluded Service Orders shall be brought before the Arbitration Office of the German Association of Law and Informatics e.V. (Deutsche Gesellschaft für Recht und Informatik e.V., hereinafter DGRI e.V.), prior to filing any suit before ordinary courts. This also applies in the event of disputes regarding the legal invalidity of these Lobster_pro Ts & Cs and/or Service Orders and/or individual provisions of these Lobster_pro Ts & Cs and/or Service Orders. The arbitration shall be conducted in accordance with the DGRI's Conciliation Rules in force at the time. Arbitration is not a condition of admissibility for proceedings before the ordinary courts.

<u>2. Jurisdiction.</u> The place of jurisdiction is Munich (Regional Court Munich I).

XI   Miscellaneous

<u>1. Designation as Reference Customer.</u> Lobster shall be entitled to name the Customer as a reference customer on its website and in its marketing materials.

<u>2. Assignment.</u> The Customer may not assign rights and obligations arising from Service Orders in accordance with these Lobster_pro Ts & Cs to a third party, except if Lobster approves such an assignment. Such approval shall be at Lobster's sole and exclusive discretion. Any assignment without approval shall be ineffective.

B PROVISIONS FOR QUASI-PURCHASE (PERPETUAL) LICENCES: LOBSTER_PRO

I Specific definitions of this section B

Term	Description
Accounts	Users authorised to access the licence software and company accounts set up in the licence software.
Customising	Configuration of the licence software in accordance with specifications.
Documentation	User manual for the licence software in German and in digital, printable format as well as installation instructions. The Documentation is not customised.
Dongle	A mechanism for licence verification which serves to protect Lobster_pro from unauthorised duplication.
Embedded System	Every installation of Lobster_pro contains Lobster_data as an embedded system.
Object code	Lobster_pro in binary, i.e. programming language which is not human-readable and therefore is not useful for understanding the program logic, but which is suitable for execution on a computer.
Profile	Workflow which is technically executable within the embedded Lobster_data solution and includes all settings, descriptions and parameters, for a data transmission, data manipulation and/or data transformation.
Material Defect	Reproducible program error(s) or malfunction which result(s) in Lobster_pro not having the agreed configuration as described in the respective Documentation.

II Lobster's licensing models

models set forth in the respective Service Order. A Service Order shall always stipulate the maximum number

of accounts, profiles in the embedded Lobster_data system and business objects in the Lobster_pro database, which the Customer can use Lobster_pro with.

Every licence for Lobster_pro contains a licence for Lobster_data as an embedded system.

III Lobster_pro's functional description

Lobster_pro's functional description is set forth in the Documentation provided to the Customer (e.g. User Manual) The functional description contained therein shall form an integral part of the respective Service Order.

IV Scope and form of delivery

1. Scope of delivery. Lobster shall deliver Lobster_pro in object code form together with the accompanying Documentation formatted according to the respective Service Order. Lobster_pro contains a mechanism for licence verification, which is either provided as a Dongle or is implemented via the cloud solution of a third-party provider.

Where technically necessary, Lobster shall deliver the Customer the required Dongle after the expiry of the test phase set forth in the Service Order and after Lobster has received the payment for Lobster_pro as stipulated in the Service Order.

2. Form of Delivery. Lobster_pro may be delivered on a data carrier or via download. Where Lobster_pro is made available via download, Lobster will provide the Customer with the information necessary to download and use Lobster_pro, such as a password or a licence key.

V Granting of rights

1. Scope of granted usage rights. Lobster grants the Customer the non-exclusive and perpetual right to use Lobster_pro for its own internal business purposes in accordance with the licence model (see section B.II.) agreed upon in the respective Service Order. The Customer is not authorised to use Lobster_pro for the provision of services (such as data centre services, application provision services, business process outsourcing) to third parties.

2. Back-up copies. The Customer is authorised to create a reasonable number of back-up copies of Lobster_pro.

3. Resale. Sub-licensing and leasing of Lobster_pro is not permitted. The Customer is entitled to a one-off resale of the purchased copies of Lobster_pro to a third party, insofar as it agrees with the third party that these terms for the granting of rights in relation to Lobster_pro shall also apply to the third party provided it takes the place of the Customer. The one-off resale to a third party requires the explicit prior consent in writing by Lobster. Lobster will only deny its consent with good cause. In case of a resale, the Customer is obligated to hand over all copies of Lobster_pro and all the corresponding material to the purchaser and to delete the existing copies on its systems.

4. Decompiling. Decompiling the source code and editing the software is prohibited, unless carried out for a purpose and to an extent that is explicitly legally permitted.

5. Licence verification. The Customer is not authorised to remove or circumvent the mechanism for licence verification contained in Lobster_pro. If Lobster provides a Dongle, the Customer shall use such a Dongle with the necessary care and shall safeguard against loss.

VI   Material Defects of Lobster_pro

1. Statute of limitations. Claims due to Material Defects of Lobster_pro shall become statute-barred twelve (12) months after Lobster_pro is delivered (see section B.IV.2). The statutory provisions shall apply in case of malice or wilful intent or claims for damages.

2. Obligation to examine and give notice of defects. The Customer shall be obliged to examine Lobster_pro immediately after delivery for potential Material Defects. Should the Customer fail to notify Lobster of occurred defects within a reasonable time, Lobster_pro shall be deemed accepted in accordance with section 377 para. 2 HGB (German Commercial Code).

3. Notification of Material Defects. The Customer is obligated to describe occurred Material Defects in a comprehensible manner and shall ideally give Lobster written notice immediately upon discovery.

4. Rectification. Should the Customer notify Lobster of a Material Defect in accordance with section B.VI.3, Lobster shall rectify it free of charge. Lobster shall consider the gravity of the Material Defect as well as its consequences for Customer when rectifying.

Lobster may at its own discretion choose how to rectify the Material Defect; as a rule, the defect is remedied by delivering an update (in particular updates or service packs).

5. Instructions and workarounds. As far as can be reasonably expected from the Customer, Material Defects may also be rectified by Lobster instructing the Customer to enable the Customer to rectify the respective defect themselves. Such instructions to rectify a Material Defect are, in particular, possible in the event that the Customer can rectify a Material Defect with a minimum of effort or if the tangible fallout of the defect can be avoided by the Customer taking immediate action as instructed. A temporary workaround shall be deemed to constitute rectification provided Lobster_pro is not substantially impaired thereby and the workaround is reasonable to the Customer.

6. Grace period. In the event that the rectification set forth in sections B.VI.4 and B.VI.5 fail within a reasonable period of time, the Customer shall set Lobster a reasonable grace period. This shall not apply if

- such a grace period is not reasonable for the Customer or
- Lobster has definitively and sincerely refused rectification.

7. Customer's further rights. In the event that Lobster's rectification also fails within the grace period (see section B.VI.6) the Customer may

- Withdraw from the respective Service Order, unless the defect is negligible, or
- reduce, to an appropriate extent, the compensation agreed for Lobster_pro.

In addition to withdrawal or reducing the compensation, the Customer is entitled to claim damages in lieu of performance or reimbursement of expenses if Lobster has breached its contractual obligations. The limitations in section A.VI shall apply to claims for damages or reimbursement of expenses by the Customer.

C PROVISIONS FOR QUASI-SUBSCRIPTION (TEMPORARY) LICENCES: LOBSTER_PRO

I Specific Definitions of this Section C

Term	Description
Accounts	End users (i.e. employees of the Customer), who can also simultaneously access Lobster_data.
Customising	Configuration of the licence software in accordance with specifications.
Documentation	User manual for the licence software in German and in digital, printable format as well as installation instructions. The Documentation is not customised.
Dongle	A mechanism for licence verification which serves to protect Lobster_pro from unauthorised duplication.
Embedded system	Every installation of Lobster_pro contains Lobster_data as an embedded system.
Object code	Lobster_pro in binary, i.e. programming language which is not human-readable and therefore is not useful for understanding the program logic, but which is suitable for execution on a computer.
Profile	Workflow which is technically executable within the integrated Lobster_data solution and includes all settings, descriptions and parameters for a data transmission, data manipulation and/ or data transformation.
Material Defect	Reproducible program error(s) or malfunction which result(s) in Lobster_pro not having the agreed configuration as described in the respective Documentation.

II Lobster's licensing models

Lobster licenses Lobster_pro in accordance with the licensing models set forth in the respective Service Order. A Service Order shall always contain the maximum number of accounts, profiles in the embedded Lobster_data system and business objects in the Lobster_pro database with which the Customer can use Lobster_pro.

Every licence for Lobster_pro contains a licence for Lobster_data as an embedded system.

III Lobster_pro's functional description

Lobster_pro's functionalities are described in the Documentation provided to the Customer. The functional description contained therein shall form an integral part of the respective Service Order.

IV Scope and form of delivery

1. Scope of delivery. Lobster shall deliver Lobster_pro in object code form together with the accompanying Documentation formatted according to the respective Service Order. Lobster_pro contains a mechanism for licence verification, which is either provided by Lobster as a Dongle or is implemented via the cloud solution of a third-party provider.

Where technically necessary, Lobster shall deliver the Customer the required Dongle after the expiry of the test phase set forth in the Service Order.

2. Form of delivery. Lobster_pro may be delivered on a data carrier or via download. Where Lobster_pro is made available via download, Lobster will provide the Customer with the information necessary to download and use Lobster_pro, such as a password or a licence key.

V Granting of rights

1. Scope of granted usage rights. Lobster grants the Customer the non-exclusive and perpetual right to use Lobster_pro in the time period set forth in the Service Order for its own internal business purposes in accordance with the licence model (see section B.II.) agreed upon in the respective Service Order. The Customer is not authorised to use Lobster_pro for the provision of services (such as data centre services, application provision services, business process outsourcing) to third parties.

2. Back-up copies. The Customer is authorised to create a reasonable number of back-up copies of Lobster_pro.

3. Resale. Sub-licensing and leasing of Lobster_pro is not permitted.

4. Decompilation. Decompiling the source code and editing the software is prohibited, unless carried out for a purpose and to an extent that is explicitly legally permitted.

5. Licence verification. The Customer is not authorised to remove or circumvent the mechanism for licence verification contained in Lobster_pro. If Lobster provides a Dongle, the Customer shall use such Dongle with the necessary care and shall safeguard against loss.

VI Material Defects of Lobster_pro

1. Notification of Material Defects. During the term of the Service Order, the Customer is obligated to describe occurred defects in a comprehensible manner and shall ideally give Lobster written notice immediately after discovery.

2. Rectification. If the Customer notifies Lobster of a Material Defect in accordance with section C.VI.1, Lobster shall rectify it free of charge. Lobster shall consider the gravity of the Material Defect as well as its consequences for the Customer when rectifying. Lobster may at its own discretion choose how to rectify the Material Defect; as a rule, the defect is remedied by delivering an update (in particular updates or service packs).

3. Instructions and workarounds. As far as can be reasonably expected from the Customer, Material Defects may also be rectified by Lobster instructing the Customer to enable the Customer to rectify the respective defect themselves. Such instructions to rectify a Material Defect are, in particular, possible in the event that the Customer can rectify a Material Defect with a minimum of effort or if the tangible fallout of the defect can be avoided by the Customer taking immediate action as instructed. A temporary workaround shall be deemed to constitute rectification provided Lobster_pro is not substantially impaired thereby and the workaround is reasonable to the Customer.

4. Grace period. In the event that the remedies set forth in sections C.VI.4 and C.VI.5 fail within a reasonable period of time, the Customer shall set Lobster a reasonable grace period.

This shall not apply if

- such grace period is not reasonable for the Customer or
- Lobster has definitively and sincerely refused to carry out rectification.

5. Customer's further rights. If the remedy of the defect also fails within the grace period (set in accordance with section C.VI.6), the Customer is entitled to terminate the respective Service Order for good cause (section 543 para. 2 line 1 no. 1 BGB).

In addition to termination for cause, the Customer is entitled to claim damages in lieu of performance or reimbursement of expenses if Lobster has breached its contractual obligations. The limitations in section A.VI shall apply to the Customer's claims for damages or reimbursement of expenses. Notwithstanding the foregoing, Lobster's liability pursuant to section 536 para. 1, 1st alternative of the German Civil Code (BGB), for Material Defects already existing at the time of the conclusion of the contract, is excluded.

VII Provisions concerning term and termination

1. Term. The term of Lobster_pro's quasi-subscription provision is specified in the respective Service Order.

2. Ordinary termination. Ordinary termination of a Service Order for the quasi-subscription provision is regulated by the respective Service Order.

3. Extraordinary termination. Both Contracting Parties reserve the right to terminate for good cause in accordance with sec. 314 BGB. As a rule, termination for good cause may only be effected if the respective Contractual Partner has been given a reasonable grace period prior to termination and this period of time has elapsed unsuccessfully.

The grace period must be defined immediately after knowledge of the good cause.

A grace period is not required if

- The Contractual Partner seriously and finally refuses the service owed;
- special circumstances apply which, after weighing the interests of both parties, justify immediate termination.

Insofar as the grace period expires unsuccessfully and a Contractual Partner is entitled to termination for good cause, termination may only be declared within a period of 1 month after expiry of the grace period. Insofar as a grace period is not required, the termination must be expressed at the latest three months after knowledge of the circumstances justifying the termination. Any claims for damages shall remain unaffected by the right to terminate for good cause. The limitations in section A.VI. of the Ts & Cs apply.

D PROVISIONS FOR THE PERFORMANCE OF SERVICES

I Definitions

Term	Description
Installation Services	Activities necessary to install Lobster_pro on the Customer's IT systems.
Configuration	The process of creating a solution using Lobster_pro and Lobster_data.
Support Services	Services for maintenance, technical support as well as user support, as described in the Service Order.
Material Defect	Deviation of the actual configuration of a service from the contractually agreed specification.

II Scope of services

A Service Order may cover the following services:

- Installation of Lobster_pro
- Configuration of a Customer-specific solution in Lobster_pro and Lobster_data
- Provision of Support Services concerning the use and application of Lobster_pro
- Consulting on independent Customer configuration
- Project management
- Requirement analysis and creation of specifications
- Training

The actual services to be provided by Lobster shall be stipulated in the respective Service Order.

III Duties and obligations of the Customer

1. Individual cooperation obligation. Subject to additional stipulations in the Service Order, the Customer shall fulfil the following cooperation obligations:

- Designation of a contact person;
- Provision of the data and information necessary for the installation of Lobster_pro;
- Provision of the infrastructure required for the deployment of Lobster_pro;
- Notification of defects;
- Performance of tests

The Customer is solely responsible for the full functioning of the infrastructure in which it deploys Lobster_pro.

The contact person to be designated by the Customer is responsible for the fulfilment of the Customer's cooperation obligations.

2. Consequences of insufficient cooperation. Should the Customer not fulfil its agreed cooperation obligations or should it not fulfil them on time, the deadlines set by Lobster for the provision of the service will be extended accordingly. Lobster will inform the Customer about changes and extensions in reference to the specific cooperation obligation that has not been fulfilled. In all other respects, the statutory provisions (sections 642, 643 BGB) shall apply.

IV Deadlines

1. Deadlines. The Service Order may stipulate deadlines for the provision of the services. Where deadlines are not binding, Lobster will expressly mark them as non-binding.

2. Adjustment of deadlines

2.1 Delays. Should Lobster become aware of circumstances that could lead to a delay in the provision of the services, Lobster will inform the Customer accordingly. The Contractual Partners will immediately negotiate fairly on how this problem can be solved amicably in the interest of both Contractual Partners.

2.2 No delay as a consequence of delayed or non-cooperation. Lobster is not responsible for delays in its own performance resulting from late or non-fulfilment of the Customer's cooperation obligations.

3. Setting of a grace period. If the services owed by Lobster are delayed, the Customer shall grant Lobster a reasonable grace period, unless the granting of such a grace period is unreasonable for the Customer. Such a grace period shall be deemed to have elapsed if the Customer accepts services within the grace period and/or the Contractual Partners agree on further activities and services. If, in exceptional cases, it is unreasonable to expect the Customer to grant a grace period or if a reasonable grace period granted has expired without success, the Customer shall be entitled to termination and to claim damages.

V Granting of rights

The Customer shall be granted the non-exclusive, non-transferable right to all deliverables of the services which arise under a Service Order concluded in accordance with this document for the exclusive use within the company.

The Customer is not entitled to process and distribute deliverables unless this is expressly stipulated in the Service Order.

VI Defects

1. Statute of limitations. The claims for Material Defects of the services regulated below shall become statute-barred within 12 months after complete performance of the services. The statutory provisions shall apply in case of malice or wilful intent or claims for damages.

2. Notification of Material Defects. The Customer is obligated to describe any occurred Material Defects in a comprehensible manner and shall ideally give Lobster written notice immediately upon discovery.

3. Rectification through remedial action or subsequent delivery. If the Customer notifies Lobster of a Material Defect in accordance with section D.VII.2, Lobster shall rectify it free of charge. Lobster shall consider the gravity of the Material Defect as well as its consequences for the Customer when rectifying. Lobster reserves the right to choose the rectification.

4. Rectification of default through instructions and workarounds. As far as can be reasonably expected from the Customer, defects may also be remedied by Lobster instructing the Customer to enable the Customer to remedy the respective defect themselves. Such instructions to remedy a defect are, in particular, possible in the event that the Customer can remedy a defect with a minimum of effort or if the tangible fallout of the defect can be avoided by the Customer taking immediate action as instructed. A temporary workaround shall be considered as a remedy provided the contractual software is not substantially impaired thereby and the workaround is reasonable to the Customer.

5. Grace period. In the event that the remedies set forth in sections D VII. 3. and VII. 4. fail within a reasonable period of time, the Customer shall set Lobster a reasonable grace period. This shall not apply if

- Such a grace period is not reasonable for the Customer or
- Lobster has definitively and sincerely refused rectification.

6. Customer's further rights. In the event that Lobster's rectification fails within the grace period (see section D.VII.5) the Customer may

- terminate the respective Service Order extraordinarily, unless the Material Defect is negligible or
- reduce the agreed compensation.

In addition to withdrawal or reducing the compensation, the Customer is entitled to claim damages if Lobster has culpably breached its contractual obligations. The limitations in section A.VI of the Lobster_pro Ts & Cs shall apply to claims for damages by the Customer.

VII Compensation and terms of payment

1. Level of remuneration. The Customer shall remunerate Lobster's services either on a time and material basis or on the basis of a fixed price. The amount and the type of remuneration are set forth in the respective Service Order.

2. Remuneration on a time and material basis. The hourly or daily rates agreed in the Service Order shall apply for remuneration on a time and material basis. Lobster shall invoice the services rendered according to actual rendering on the basis of a performance record. Invoices are due for payment within thirty (30) calendar days of the invoice date.

Unless otherwise agreed in a Service Order, the Customer shall reimburse travel expenses and travel time (from Lobster's registered offices) as follows:

- Flights: Economy
- Train: 2nd class
- Car: 0.60 EUR per kilometre
- Travel time: 50 EUR per hour
- Overnight stay: according to receipt

VIII Regulations on the term and termination of Support Services

1. Term. The term of Lobster_pro's Support Services is specified in the respective Service Order.

2. Ordinary termination. Ordinary termination of a Service Order for the provision of Support Services is regulated by the respective Service Order.

3. Extraordinary termination. Both Contractual Partners reserve the right to terminate for good cause in accordance with sec. 314 BGB. As a rule, termination for good cause may only be effected if the respective Contractual Partner has been given a reasonable grace period prior to termination and this period of time has elapsed unsuccessfully. The grace period must be defined immediately after knowledge of the good cause.