

General Terms and Conditions of Business of Matrix42 Italy S.R.L

(updated: 01/06/2023)

1. Scope, Protective Clause, and Conclusion of Contract

- 1.1. These Terms and Conditions shall only apply to companies in accordance with Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, or BGB), legal entities under public law, and special funds under public law. These Terms and Conditions shall apply exclusively to all (including future) deliveries and services provided by Matrix42, without Matrix42 having to refer to these in each individual case. Different, contradictory, or additional terms and conditions of the Customer shall not become part of the contract even if Matrix42 does not expressly object to them.
- 1.2. In addition to these General Terms and Conditions, the supplementary contractual terms and conditions specified in clause 11.4.d) shall apply in the version valid at the time of the agreement. Prices shall be set out in separate agreements ("Specification") (e.g. offer from Matrix42, order confirmation and/or service description).
- 1.3. Unless otherwise agreed in the Specification, Matrix42 shall be bound by offers for 14 days from the date of the offer. Changes and additions to an offer by the Customer shall constitute a rejection of the original offer and the submission of a new offer by the Customer. Matrix42 may accept this offer within 14 days of receipt of the offer expressly in writing, by executing the delivery or service or by issuing a delivery note or an invoice to the Customer.

2. Remuneration, Payment Terms, Default of Payment, Offsetting

- 2.1. The prices stated in the Specification shall apply, otherwise the list prices of Matrix42 valid at the time of conclusion of the contract shall apply, in each case plus statutory value added tax.
- 2.2. Matrix42 receivables shall be due within 14 days of receipt of the invoice and shall be payable in EURO without deduction. Invoices shall generally be issued in paperless digital form by e-mail.
- 2.3. If, in the case of monthly recurring payments, the Customer is in default on the payment of the remuneration or a not insignificant part of the remuneration for two calendar months or, in a period extending over more than two months, with the payment of the remuneration amounting to twice the monthly remuneration, Matrix42 shall be entitled to terminate the contract extraordinarily and/or block the use of the software after issuing a corresponding warning by e-mail or letter. A not insignificant part of the remuneration shall be assumed if the default of payment exceeds the amount of a monthly remuneration to be paid.

- 2.4. The Customer shall only be entitled to set-off if its counterclaim has been legally established or is undisputed. This exclusion of set-off shall not apply to a counterclaim on account of a defect that is based on the same contractual relationship as the Matrix42 claim. The Customer shall only be entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

3. Price Changes

Matrix42 shall be entitled after expiry of the basic term and after expiry of each extension term to change the charges with a reasonable notice period of at least six weeks with effect from the beginning of the next extension term, provided that the change is reasonable for the Customer after a comprehensive consideration of the interests of Matrix42. In the event of a price change, the Customer shall have the right to terminate the contract without observing a notice period in the form specified in Clause 11.2 at the time the change takes effect. This shall not apply if the change is based exclusively on a change in sovereignly imposed taxes, fees, levies, and contributions or if the change is in the Customer's favour. The Customer shall be informed separately of his right of termination in the notice of change.

4. Data Backup, Customer Cooperation

- 4.1. The Customer shall be responsible for ensuring regular and appropriate backup of its data. Matrix42 employees may always assume that all of the Customer's data with which they come into contact are backed up; this shall apply particularly in the context of support.
- 4.2. The Customer shall support Matrix42 to a reasonable extent in the performance of the services at its own expense. The Customer's cooperation services shall be genuine contractual obligations and not mere obligations. The Customer's cooperation obligations shall result from the Specification, these terms and conditions and/or the supplementary contractual terms and conditions, 11.4.d).
- 4.3. The Customer shall, upon request by Matrix42 or, insofar as is recognisably necessary for it, in particular
- appoint a person responsible during the term of the contract who has all the decision-making powers and authority required for the purposes of implementing the contractual relationship;
 - if necessary, encourage its employees to cooperate with the person appointed by Matrix42;
 - grant the employees commissioned by Matrix42 to perform the services (during the Customer's normal office hours) access to the rooms and/or computers on which the software is stored and/or loaded and to which Matrix42 requires access in order to fulfil its contractual obligations;
 - provide Matrix42 with remote access (VPN connection or remote desktop sharing) at its own expense (including connection costs). In this context, Matrix42 shall take appropriate measures in accordance with the state of

the art to prevent virus infections or other impairments of the Customer's system by Matrix42's systems;

- provide Matrix42 with all necessary information required for the provision of the services.

4.4. If Matrix42 is of the opinion that the Customer is not providing a cooperation service in accordance with the contract, Matrix42 shall notify the Customer of this without delay and set the Customer a reasonable grace period for the provision of the cooperation service; if applicable, Matrix42 shall notify the Customer of any adverse consequences of the non-contractual provision of the cooperation service in the context of setting the grace period. As long as cooperation services are not provided in accordance with the contract, Matrix42 shall be exempt from the relevant performance obligation in whole or in part to the extent and for as long as Matrix42 is dependent on the respective cooperation. Matrix42 shall not be responsible for disruptions to performance that arise due to the Customer's failure to provide cooperation services in accordance with the contract.

4.5. Any additional effort incurred by Matrix42 as a result of the failure to provide the cooperation service in accordance with the contract may be invoiced separately by Matrix42. Any further claims of Matrix42 shall remain unaffected.

5. Notice of defect

5.1. A notice of defect shall contain as detailed a description of the defect as possible. Upon request, the Customer shall provide Matrix42, to the extent possible and reasonable, with documents and information that Matrix42 requires to assess and remedy the defect.

5.2. The Customer shall give Matrix42 the opportunity to check notices of defects. If the notice of defect turns out to be unfounded, Matrix42 shall be entitled to demand compensation for the expenses incurred for the inspection, unless the Customer is not responsible for the unfounded notice of defect.

6. Liability

6.1. Matrix42's liability for damages and reimbursement of expenses for slight negligence shall be excluded, in particular due to breach of obligations arising from the contractual obligation and from tort, unless Matrix42 has breached a material contractual obligation, i.e. an obligation the fulfilment of which is a prerequisite for the proper performance of the contract or the observance of which the Customer may regularly rely on. In this case, Matrix42's liability shall be limited to the foreseeable damage typical for the contract, the occurrence of which Matrix42 had to expect at the time of conclusion of the contract on the basis of the circumstances known to Matrix42. However, the liability of Matrix42 for damages arising from injury to body, life or health, for intent, fraud and gross negligence, for the absence of a guaranteed quality and under the Product Liability Act shall be unlimited.

- 6.2. Damages of up to € 250,000 per damaging event and € 750,000 in total or, if higher, the remuneration paid or payable in the respective contractual year shall be deemed to be typical for the contract and foreseeable within the meaning of 6.1.
- 6.3. Liability on the part of Matrix42 for loss of profit and other pure financial losses shall be excluded, except in cases of willful intent.
- 6.4. In the event of a loss of data, liability on the part of Matrix42 shall be limited to the typical recovery expenses that would be incurred through making regular backup copies in accordance with the risk involved. Moreover, Matrix42 shall only be liable provided the Customer has ensured through appropriate data backup measures that the data can be recovered with reasonable effort. This clause 6.4 does not apply to Software as a Service/SaaS.
- 6.5. The aforementioned provisions shall apply accordingly to liability for compensation for wasted expenditures.
- 6.6. Matrix42 shall not be liable to the Customer for damages that are incurred as a result of third party companies commissioned by the Customer not providing their service, providing it late or not providing it properly.

7. Force majeure

Neither party shall be obliged to fulfil its contractual obligations in the event of and for the duration of force majeure. In particular, the following circumstances shall be regarded as force majeure in this sense:

- Fire/explosion/flood for which the contracting party is not responsible,
- war, mutiny, blockade, embargo,
- industrial dispute lasting more than 6 weeks and not culpably caused by the contracting party,
- technical problems of the Internet beyond the control of a contracting party; this shall not apply if and insofar as Matrix42 also offers the telecommunication service.

Each contractual partner shall inform the other immediately in writing of the occurrence of a case of force majeure.

8. Limitation in Respect of Defect Claims and Claims for Damages

Customer claims in the event of defects shall be limited to one year. The limitation period shall also be one year for Customer claims for damages and reimbursement of expenses that are not based on a product defect. However, these reduced limitation periods shall not apply to claims by a Customer on account of injury to life, health, or body or to claims based on a wilfully or grossly negligent breach of obligation.

9. Export- and Import regulations

The Parties shall comply with the import and export regulations of the countries affected by distribution and use of the Matrix42 Software, in particular the U.S., and shall offer mutual support with procuring documentation such as the necessary end user certificates, etc., free of charge.

10. Confidentiality and References

10.1. The Parties shall treat as confidential information of the other Contracting Party that is clearly of a confidential nature or is designated as confidential by the other Contracting Party, shall not disclose it to third parties, and shall treat it like their own trade and business secrets. This shall not apply to information if and to the extent that it is lawfully commonly known, or the other Contracting Party has consented in writing to its disclosure in individual cases.

10.2. Matrix42 may use Customer names and company logos in a list of customers, on the Matrix42 website, for example, as a reference and for advertising purposes, as well as on the Internet and in online services, in particular to reproduce, distribute, process, and make these publicly accessible. The Customer may withdraw its consent with future effect at any time, whereby it shall allow Matrix42 an appropriate period in which to change and use up printed material.

11. Applicable Law, Severability Clause, Order of Priority

11.1. German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be the registered office of Matrix42 or, at Matrix42's choice, the registered office of the Customer if the Customer is a merchant, a legal entity under public law, or a special fund under public law. This shall also apply in cases where a Customer has no general domestic place of jurisdiction, has moved its place of residency or habitual abode abroad after concluding a contract, or neither the Customer's place of residence nor its habitual abode is known at the time when legal action is filed.

11.2. In the event that a provision in this Agreement is or becomes invalid, this shall not affect the validity of the remaining provisions.

11.3. The following order of priority shall apply to arrangements affecting the contractual relationship:

- a) Specification (order/confirmation etc.)
- b) Annexes to the order
- c) These General Terms and Conditions
- d) The Supplementary Terms and Conditions Software Use, Service, Maintenance and Support
- e) The Product Use Guidelines
- f) Statutory provisions