

General Terms and Conditions of Purchase (GTCP) of TSCNET Services GmbH, effective 20 June 2026

1. Note on Applicability

These GTCP apply exclusively to businesses (Section 14 of the German Civil Code (BGB)), legal entities under public law and special funds under public law. Individual agreements take precedence. Any conflicting or deviating general terms and conditions of the contractor (C) shall not form part of the contract.

2. Scope, Order of Precedence, Definitions

These GTCP apply to all purchase, service and contract for work and materials agreements between TSCNET and the Contractor. The order of precedence is as follows: firstly, the agreements made in individual cases; secondly, these GTCP including annexes; thirdly, the relevant statutory provisions. Products are tangible goods. Services are person- or object-related services without an obligation to achieve a specific result. Contract for work and materials services are result-oriented services subject to acceptance.

3. Conclusion of contract and form

Orders from TSCNET shall be made in writing, including by email. Acceptance by the Contractor in writing shall suffice. Silence on the part of TSCNET shall not be deemed to constitute consent. The Contractor is obliged to accept orders from TSCNET in writing within ten (10) working days of receipt. If no acceptance is given within this period or if acceptance is delayed, this shall be deemed a new offer by the Contractor, which requires express acceptance by TSCNET. Deviations in order confirmations shall only be effective if TSCNET expressly agrees to them. The Contractor shall review the order and immediately notify TSCNET of any apparent errors or discrepancies. Verbal agreements are not legally valid.

4. Delivery and performance, documentation, Incoterms

The Contractor shall perform its services in a professional manner in accordance with the state of the art, the relevant standards and the applicable legal requirements. Unless otherwise agreed, delivery shall be DDP TSCNET's registered office in accordance with Incoterms® 2020. The Contractor shall provide all documentation required for the intended use, such as operating and maintenance instructions and technical documentation, in digital form. TSCNET shall be granted the rights to the documentation necessary for use in accordance with the contract.

TSCNET reserves the right to monitor and inspect the progress and proper execution of the order, as well as the materials used, as part of an audit. TSCNET shall give the Contractor reasonable prior notice of audits, conduct them during the Contractor's normal business hours, take the Contractor's business operations into account, and observe the Contractor's confidentiality obligations towards other customers. The Contractor shall provide the TSCNET representative with all requested information. The inspections carried out by TSCNET do not release the Contractor from its responsibility, liability and warranty.

5. Deadlines, transfer of risk and ownership

Agreed deadlines are binding. The risk shall pass upon acceptance of the goods at the destination, upon acceptance of the work, and upon full acceptance of the services. Title to the products shall pass upon delivery to the destination. The Contractor shall immediately notify TSCNET of any impending delays, stating the reasons, duration and countermeasures; TSCNET's statutory rights remain unaffected.

6. Subcontractors and personnel

The Contractor may only engage subcontractors with the prior consent of TSCNET. The Contractor shall be liable for their negligence as for its own. TSCNET may demand the replacement of unsuitable or unreliable persons. The Contractor shall observe TSCNET's health and safety regulations and access rules at the place of work.

7. Changes to services and supplementary agreements

Changes to the scope of work shall be agreed in writing. The Contractor shall submit verifiable supplementary quotations for this purpose; remuneration shall be based on the price level of the originally agreed main contract. The Contractor shall only refuse to carry out changes to services requested by TSCNET if such execution is economically unreasonable or technically unfeasible (inability/impossibility); the Contractor must explain this to TSCNET in writing in a comprehensible manner. Any adjustments to remuneration and deadlines shall be made in accordance with the contract and the law.

8. Acceptance (Work Services)

Upon notification of completion and handover of the complete acceptance documentation, an acceptance testing period of twenty (20) working days shall commence. Within this period, TSCNET shall carry out the acceptance tests and either declare acceptance or report any defects found. Material defects entitle the Client to refuse acceptance; other defects shall be recorded and rectified within a reasonable period. Deemed acceptance is excluded, provided that acceptance has been agreed. The Contractor shall hand over the complete acceptance documentation no later than upon acceptance.

9. Force majeure

Events beyond the reasonable control of the affected party shall release that party from its performance obligations for the duration and to the extent of the disruption. If the disruption lasts for more than two months, the other party shall be entitled to terminate the contract for cause.

10. Prices, invoices and payment

The agreed prices are net fixed prices and, unless otherwise agreed, include all services covered by the contract, including packaging and transport. Invoices must include the order reference, proof of performance and the mandatory tax details. Payment shall be made within 30 days of receipt of a valid invoice, but not before the service has been provided free of defects or has been accepted. TSCNET may set off counterclaims and assert rights of retention.

11. Items provided, rights of use and retention of title

Items and documents provided by TSCNET remain the property of TSCNET and must be treated as confidential. Any processing or mixing thereof shall result in joint ownership or ownership by TSCNET in proportion to their value. Products manufactured in accordance with TSCNET's specifications or using items provided by TSCNET may not be supplied to third parties or otherwise utilized without prior written consent. The Contractor's retention of title shall only be recognized insofar as it relates to the goods delivered and shall lapse upon full payment.

Extended, prolonged or processing-related retention of title by the Contractor is excluded.

12. Rights in respect of defects and poor performance

In the case of sales and work and materials contracts, the Contractor warrants that the products comply with specifications and legal requirements, are new and free from third-party rights. TSCNET may demand subsequent performance; the Contractor shall bear the necessary costs, including testing, transport, and removal and installation costs. If subsequent performance is not provided within a reasonable period, TSCNET shall be entitled to rescind the contract, claim a reduction in price, carry out the work itself at the Contractor's expense, and claim damages. In the case of services, the Contractor shall perform its services competently and free from defects; in the event of deviations, TSCNET may demand rectification, a reduction in price, performance by TSCNET, termination of the contract, and damages. In the case of purchases of goods between traders, TSCNET shall inspect the goods without delay and give notice of any apparent defects upon discovery. A non-binding guideline of up to five working days applies for obvious defects. Hidden defects shall be reported immediately upon discovery. The statutory limitation periods apply; for goods (not buildings), the period is generally 24 months from the transfer of risk or acceptance. For parts replaced as part of subsequent performance, the period shall recommence upon completion of the subsequent performance.

13. Liability

The Contractor shall be liable without limitation (a.) for intent and gross negligence, (b.) in accordance with the provisions of the Product Liability Act, (c.) for damage resulting from injury to life, limb or health, and (d.) for guarantees given and damage resulting from defects.

In cases of slight negligence, the Supplier shall only be liable for a breach of a material contractual obligation. Material contractual obligations are those obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which TSCNET may regularly rely. In such cases, liability is limited to foreseeable damage typical for this type of contract. This is limited per claim and in total per contract year to 100% of the remuneration due in the relevant (or, in the case of terminated contracts, the last full) contract year. Liability for loss of profit, lost savings and other indirect or consequential damages is excluded.

In the event of data loss, the Contractor shall only be liable for the costs that would have been necessary for restoration had TSCNET carried out data backup in a proper manner and commensurate with the risk.

The above limitations of liability shall apply mutatis mutandis to claims for reimbursement of expenses and other liability claims, regardless of the legal basis. Any further liability is excluded.

14. Third-party rights

Services and products are free from third-party rights. In the event of alleged infringements of property rights, the Contractor shall immediately remedy the situation, for example through licensing, replacement or a functionally equivalent workaround, without disadvantaging TSCNET.

15. Termination

Both parties are entitled to terminate the contract for cause. TSCNET may also terminate contracts by giving notice; for services provided over a longer period, the notice period is two weeks. In this case, TSCNET shall pay for services demonstrably rendered and self-contained, as well as reasonable, documented expenses; statutory rights, in particular under Section 648 of the German Civil Code (BGB) for contracts for work and services (), remain unaffected. Upon termination, the Contractor shall hand over all results of work achieved up to that point.

16. Confidentiality, Data Protection and Information Security

Non-public information belonging to TSCNET is confidential. Disclosure to third parties is only permitted insofar as this is necessary for the provision of services and such third parties are bound in writing to maintain confidentiality. If the Contractor processes personal data on behalf of TSCNET, the parties shall conclude a data processing agreement in advance in accordance with Article 28 of the GDPR. If the Contractor accesses TSCNET's systems or data, they shall comply with the relevant security guidelines; they shall report any security incidents immediately upon becoming aware of them.

17. Sustainability and the supply chain

The Contractor shall comply with the applicable human rights and environmental standards and shall support TSCNET in fulfilling its own due diligence obligations within the supply chain. To this end, the Contractor shall provide information, identify identified risks, cooperate in remedial measures and facilitate appropriate audits during normal business hours whilst safeguarding trade secrets.

18. Assignment, Set-off and Retention

The transfer of rights and obligations requires the consent of the other party; Section 354a of the German Commercial Code (HGB) remains unaffected. The Contractor may only set off claims or exercise rights of retention in respect of claims that are undisputed, have been legally established or arise from the same contractual relationship.

19. References and Marketing – Use of the Name “TSCNET”

The Contractor may only use the name, trademark or logos of TSCNET, references to the contractual relationship, project titles, case studies or references with the prior written consent of TSCNET and exclusively to the extent authorised. Any consent granted may be revoked for objective reasons. Confidentiality and data protection obligations take

precedence; the Contractor shall submit drafts of planned publications in good time for approval.

20. Final provisions

Amendments and additions to these General Terms and Conditions must be made in writing, unless a more stringent form has been agreed. Should individual provisions be invalid, the remainder of the contract shall remain valid; the invalid provision shall be replaced by the statutory provision. German law shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is the registered office of TSCNET; TSCNET may also bring proceedings against the Contractor at the Contractor's registered office.

21. IT and software-specific provisions

This section applies additionally if the subject matter of the contract includes IT services.

- 21.1.** Scope of Work and Deliverables: The requirements specification, backlog or statement of work describe functions, interfaces, quality objectives and acceptance criteria. In the case of work products, the Contractor is obliged to deliver the agreed outcome, in particular functional software in the target environment. In the case of services, the Contractor is obliged to provide expert service delivery. Project artefacts such as architectural, testing and operational concepts shall be provided in their current versions.
- 21.2.** Service Levels and Legal Consequences: Contractually agreed service levels regarding availability, as well as response and recovery times, apply to operational and support services. If these are not met, service credits shall be issued; further rights of TSCNET, such as reduction of payment, extraordinary termination or compensation for damages, remain unaffected. Measurement and reporting shall take place regularly; TSCNET may request access to the relevant raw data.
- 21.3.** Acceptance of software and work services: Acceptance tests shall be carried out on the basis of the agreed criteria and test cases. Partial results may be checked in advance. Defects shall be prioritized according to severity and rectified within a reasonable timeframe. Material defects entitle the client to refuse acceptance. Rectifications shall result in a re-examination of the affected parts.
- 21.4.** System replacement – functional equivalence: Insofar as the service involves the replacement of existing systems, applications or services, the Contractor shall ensure that the subject matter of the contract is at least functionally equivalent. Equivalence refers in particular to scope of functions, performance and stability, agreed service levels, information security and data protection, interoperability and data integrity. Prior to the cut-over, the Contractor shall submit a migration and fallback plan agreed with TSCNET and shall demonstrate functional equivalence as part of the acceptance process.
- 21.5.** Maintenance, support and further development: During the agreed term, the Contractor shall provide maintenance services, in particular fault rectification, security updates and compatible minor releases. Response and rectification times shall depend on the severity of the fault. Critical security vulnerabilities shall be addressed immediately.
- 21.6.** Property rights, rights of use and source code: Unless otherwise agreed, TSCNET shall receive the exclusive intellectual property rights, title and interest in the work results including, but not limited to a right of use and exploitation, unlimited in time, space and

content, transferable, irrevocable and sub-licensable, in respect of the work results owed and created under the contract, including adaptation and reproduction, also with regard to source code; this also applies to pre-existing components, models, concepts or methods introduced or used by the Contractor for the performance of the contract; any deviations from this must be expressly stated and agreed in the contract. Standard software is licensed with the rights necessary for use in accordance with the contract; open-source provisions remain unaffected.

- 21.7.** Open-source compliance: The Contractor shall maintain an up-to-date bill of materials listing all open-source components used, including license, version and origin. Copyleft licenses, in particular those of the GPL family, shall only be used with the prior consent of TSCNET. All license obligations – such as the provision of license texts, copyright notices and, where applicable, source code – shall be complied with by the Contractor. The Contractor shall ensure that the use of open-source software does not impair, restrict or otherwise alter to the detriment of TSCNET any existing or contractually granted rights of use and exploitation, nor any intellectual property rights of TSCNET.
- 21.8.** Information security and data protection: The Contractor shall maintain an appropriate information security management system based on recognized standards. The Contractor shall report security incidents immediately and shall cooperate in their analysis, containment and resolution. Insofar as the Contractor processes personal data on behalf of TSCNET, the parties shall conclude a data processing agreement in advance; subcontractors within the meaning of data protection law shall only be engaged with the consent of TSCNET.
- 21.9.** Cloud/SaaS services and reversibility: The Contractor shall specify the subcontractors used and the regions involved. Upon termination of the contract, the Contractor shall assist with the orderly return of data in standard formats, including metadata and logs, and shall delete data in a verifiable manner within the agreed timeframes. Vendor lock-in must be avoided; interfaces and formats must be openly documented.
- 21.10.** Change and release management: Changes shall follow a documented procedure involving planning, impact analysis, approval and a fallback plan. Releases shall be deployed in advance on test environments; compatibility and fallback options must be demonstrated. Production deployments shall be coordinated and announced