

INTERSHOP General Terms and Conditions for Intershop Consulting Services /Professional Services, valid as of: August 2023

§ 1 Operative Area

These general terms and conditions of business regulate Intershop Consulting Services/ Professional Services (hereinafter "Services") within the framework of contracts for support services in the IT sector as well as for contracts for the planning, construction, expansion, or modification of software. (described in detail within this document).

§ 2 Contractual Basis

- 2.1 Only these general terms and conditions of business apply. Terms and conditions of the party receiving the services are not valid, even if not explicitly stated by Intershop. The terms and conditions presented in this document also apply if Intershop knowingly renders services due that are in conflict with the client's terms and conditions of business.
- 2.2 Details regarding the services to be provided as well as the type of duties, the duration, the compensation, etc. will be set out in a different written individual contract to be separately created and attached to these terms. (subsequently referred to as "contract")
- 2.3 The documents related to contractual side of services are composed of the individual contract, the general terms of business, and all other documents related to the relative duties together, which are enumerated in the individual contract as components of that contract.
- 2.4 Services other than those found in the individual contract (especially, e.g., delivery and licensing of standard software, installation, data migration, introduction, training, user service, software care, support) are not components of this contract and are to be compensated separately.

§ 3 Implementation of Terms and Conditions

- 3.1 In the event it is necessary, regular meetings will occur, the binding result of which will be the definition of goals and of division of work between Intershop and the client. Official minutes of these meetings are to be kept.
- 3.2 Insofar as it is necessary, Intershop will, with the client's agreement, create a written time and work schedule at the beginning of the provision of services and, if necessary, will continue to update the schedule. On the basis of this schedule, Intershop will regularly inform the client of the state of the work, when requested to do so.
- 3.3 As long as the contract does not also explicitly require the creation of a specification list, Intershop will not create any specification for the definition of the client's requests. This task is generally the responsibility of the client. Insofar as the implementation of the client's requests makes the creation of a specification by Intershop necessary, this service must be separately commissioned. If the creation of a specification is not expressly agreed upon in the individual contract or separately commissioned, if the client's requirements are not defined in the contract, if the specifications contain mistakes, are not clear, or are impossible to fulfill, then Intershop has a right to demand the revision and or creation of the specification or,

alternatively, Intershop will provide this service additionally at the client's request, in exchange for compensation. Clause 7 of these terms regarding changes in service applies.

- 3.4 Intershop will present a specification to be created by Intershop according to the contract or to presiding regulations to the client for approval. The client must approve the specification made by Intershop within 14 days after the presentation. Clause 8 of this document applies. If the client does not contradict the specification in writing within this time period, the specification presented to the client will be considered approved. This applies in particular if the period of time for contradiction has expired and Intershop has already started work on the specified requirements and the client has not provided a written contradiction. From this point in time forward or, alternatively, from the point in time of its approval, the specification will operate as a binding performance target for all further contractual work. The specification will thus become a component of the contract and will be added to the contract at hand as an attachment without requiring any special explanation.
- 3.5 Unless specifically agreed otherwise in the contract, Intershop has the right to employ specialist sub contractors for completion of a project. Intershop will use employees with the requisite education and the necessary specialized knowledge and will continually advise and oversee them throughout the duration of the fulfillment of the contract. In addition, Intershop will decide, according to its own estimations, which employees or sub clients will be retained or replaced.

§ 4 Contact Person and Project Coordinator

Insofar as it is necessary for the smooth execution of the contract services, Intershop and the client will each name a contact person or project coordinator for the steering and coordination of the services, depending on their scope. The contact person or project coordinator has the power to make decisions regarding the development or fulfilment of the contract requirements and shall be available to the corresponding party on the client or Intershop side. For example, the contact person or project coordinator appointed by Intershop is only authorized to make decisions defining the obligation to perform services specified in the contract and are not entitled to change the requirements defined by the client.

In addition, the contact persons will coordinate the execution of the project and jointly determine the future progress.

§ 5 Location of Services

The services will be performed at the client headquarters or a client branch office, to the degree that this is possible for their successful completion. Otherwise, services will be

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performed at the Intershop office. The client does not have a right to demand that all services be completed at the client's place of business.

§ 6 Client Duty to Cooperate

- 6.1 Insofar as the services are performed at the client's place of business, the client is under a duty to support Intershop to the best of their ability and to promptly provide all necessary requirements for the completion of the project, including but not limited to all necessary work materials and workspace as well as system capacity. In addition to that, client shall generally provide, if the contract entails the expansion or modification of software, licenses and employees for developing and testing of the software at no additional cost. Client shall bear the consequences arising from the violation of this duty.
- 6.2 Where necessary, details of the client's duty to assist will be in writing in the individual contract.

§ 7 Changes in Service

- 7.1 If, after the creation and activation of the individual contract, the client desires to change requirements defined in the contract, Intershop, if necessary and for separate compensation, will check whether the desired changes are feasible and are reasonable in light of operational capacity.
- 7.2 Insofar as the client's desires for changes affect the agreements made in the individual contract, especially compensation and time for service, Intershop has the right to demand a corresponding adaptation of the contract even if a flat rate has been agreed upon for Intershop's services. Intershop will convey an offer regarding the changed services to the client within an acceptable period of time. The agreed delivery and delivery times will generally be extended by the number of calendar days needed by Intershop to check the client's requirements to change the contract, to make an offer to change the contract, or conduct negotiations regarding changes, plus an appropriate amount of time for re-starting the project.
- 7.3 If the client does not accept the offer made by Intershop regarding the changed services within a period of one week of the delivery of the offer, or if negotiations start in the first week and do not lead to an agreement between both parties within a period of two weeks from the start of negotiations, Intershop then has the right to either continue with the execution of the contract according to the original individual contract or to cancel this contract.
- 7.4 The above rule also applies when Intershop proposes a change to the client provided that this change is in the client's best interest.
- 7.5 The client must, upon request by Intershop, describe the changes to the contract in the same degree of detail in which the original requirements and contractual obligations were written in the original agreement. In the event that the changes reach the specification or another document and the changes are to be implemented therein, clause 3.3 of these terms applies.

- 7.6 The above rules also apply when, after contract activation, Intershop considers a more detailed description of the project provided by the client to consist of an actual change to the originally agreed terms and conditions of the contract.

§ 8 Acceptance of Delivery of Services

- 8.1 Intershop shall deliver the work completed or parts thereof in the appropriate form. The client must confirm the receipt of such work in writing.
- 8.2 After the delivery of the project, the client is obliged to promptly inspect the contractual work or parts thereof to verify its adherence to the contract and to verify all essential functions including those that will not be used immediately.
- 8.3 Unless otherwise contractually agreed, the time for inspection is 2 weeks as of the presentation of the work by Intershop. During the time for inspection, the client is to precisely document any deficiencies discovered in the contractual work in the minutes of the acceptance of delivery of services and must inform Intershop of these deficiencies in writing.

§ 9 Classification of Defects

- 9.1 During the time for inspection, deficiencies discovered in concepts or work services other than software will be classified as the following:
 - Class 1: Important effects on the usability. The use of the concept is substantially limited.
 - Class 2: No important effects on the usability. The use of the concept is not, or is only insubstantially limited.
- 9.2 During the time for inspection, deficiencies discovered in software or its components will be classified as the following:
 - Class 1: The system cannot be used. The error cannot be circumvented with organizational or other economically tenable aids.
 - Class 2: The use of the system is not so far limited that it cannot be used. The error can be circumvented with organizational or other economically tenable aids.
 - Class 3: No important effects on functionality and usability. The use of the system is not, or is only insubstantially limited.
- 9.3 The assignment of the errors to the individual classes shall occur by mutual agreement between Intershop and the client.
- 9.4 No errors in the meaning of these classifications are HTML errors and orthographic errors provided these errors do not lead to visual or functional problems. The presence of such errors in no way gives the client

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the right to refuse the acceptance of delivery of services.

§ 10 Obligations to Accept Delivery

10.1 After expiration of the time for inspection, the client is obliged to promptly declare the acceptance of delivery of the contractual services in writing. A refusal by the client to declare the acceptance of delivery of services can only occur in the case of Class 1 errors as defined in clause 9.

10.2 If the client does not notify Intershop of Class 1 defects and does not, in writing, either refuse the services delivered or request an extension of the period of time to verify for such defects, then the services delivered are considered accepted by the client once the period for inspection has expired. Likewise, any obvious deficiencies in the services provided are considered as accepted by the customer once the period for inspection has expired.

If the client does not comply with the duty to examine the product and services rendered and give notice of defects, the services shall be deemed as accepted with reference to the deficiencies concerned. In this case, the client relinquishes all rights and claims arising from defects contained in the services that have been considered accepted.

The services are considered as accepted by the customer at the latest, if the customer goes "live" with the product and services, i.e. uses the product and services in a production environment.

10.3 Intershop commits itself, as far as possible, to correct Class 1 errors that are discovered during the time for inspection, as long as the client promptly documents such defects and informs Intershop in writing as well as proves them in an appropriately documented form. All rules and regulations defined in clause 11 of this document apply. If the client rightly refuses the acceptance of delivery of services, a new acceptance of services delivered will take place after the correction of the errors.

10.4 After the acceptance of delivery of services, remaining errors of Class 2 and with software and its components, errors of Classes 2 and 3 will be corrected under the terms of the warranty.

10.5 Intershop can demand a partial acceptance for every part of economically independently useable parts. In this case, the entire services provided will be considered accepted after the last partial acceptance (final acceptance). Already completed partial acceptances will remain untouched by the conclusion of the final acceptance.

§ 11 Claims of Defect

11.1 Intershop commits itself to providing the client with services free of content defects and legal defects. The services delivered are considered free of content defects when they are suitable for use for the contract duration and meets the requirements of use agreed upon via contract. Both parties agree that the copyrights that Intershop holds on the software delivered shall not be considered a legal defect.

11.2 In the case that the services provided are not free of content defects or legal defects, as a first attempt at a resolution, the client has the right to a replacement. In this case, within a reasonable amount of time, Intershop is to replace the services delivered by either removing the defect from the existing software, or by delivering a new defect-free product. If the replacement entails disproportionately high costs for Intershop, Intershop may refuse to provide a replacement. If Intershop delivers a new defect-free product, Intershop has the right to make the delivery of a replacement dependant on the partial payment up to the total amount of the remuneration due for services already provided.

11.3 Intershop has the right to two attempts to replace the defective services. The client may set a time period in which the replacement must be provided. The assertion of any further rights is limited to claims related to the unsuccessful removal of defects in the period of time defined by the client. Only after the unsuccessful second attempt at a replacement of the defect product may the client request a reduction in the cost or a cancellation of the contract.

11.4 Information in brochures and other documents are merely product descriptions and do not provide any guarantee. Guarantees require a detailed and signed written confirmation from Intershop.

11.5 Intershop shall attempt to remove a defect in software provided by contract if the defect is reproducible or if the defect can be detected via automated processes. The client must immediately notify Intershop of the defect in writing, and preferably with the use of forms provided for this purpose.

11.6 The client must support Intershop in its efforts to remove the defect. The removal of the defect will first be attempted through the use of remote diagnostics and remote help when the client enables such efforts. In such a case, the client shall allow Intershop to access the system remotely. If the client is unable to grant remote access, then Intershop has the right to request the return of the defective software in order to attempt removal of the defect.

11.7 Otherwise, Intershop will communicate the corrective measures in writing, or will send the client a corrected version of the software. The client will then implement the suggested changes or use the new version delivered.

11.8 The client loses the aforementioned rights to a corrected version if the software provided by Intershop or a third party has been customized, improperly installed, improperly maintained, improperly repaired, or used in ways not intended by Intershop, unless the client can prove that the aforementioned actions are not the source of the defect in question.

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- 11.9 If, after a review of the software, it is found that the defect cited is not a defect but actually a change request, Intershop is willing to implement the functionality desired by the client for a project fee.
- 11.10 The client may report a defect within 12 months of the acceptance of the delivery of services.

§ 12 Compensation and Terms of Payment

- 12.1 The payment for the Intershop services will be agreed upon in form and scope in writing in the individual contract. It will be measured either according to the amount of time necessary for the job or it will be a flat rate agreed upon in writing.
- 12.2 If the contract does not specify the remuneration for the services provided, these services will be charged on a staff days basis according to the Intershop price list valid at the time. A staff day is considered 8 work hours. More than 8 work hours per day will be charged per hour at a rate of 1/8 of the staff day cost. In all other cases, the project costs will be billed according to the staff days and hourly rates specified in the contract.
- 12.3 Working hours on weekends will be paid as follows: For working hours performed on a Saturday, payment shall be charged with a 50% premium to the respective valid or agreed price per staff day; for working hours performed on a Sunday, payment will be charged with a 100% premium to the respective valid or agreed price per staff day.
- 12.4 If a flat rate is not agreed upon in the individual contract or it does not involve an expressly agreed upon upper limit for the scope of the services in the staff days or hours set out in the individual contract, then all services performed over a man day/hourly rate set out in the individual contract are also to be paid, insofar as they serve to achieve the purpose of the contract. This is especially valid then when the number of the staff days/hours is denoted with the abbreviation "ca./est." in the individual contract. If, during the course of the project, the number of staff days required for the project exceeds the amount originally estimated by at least 20%, then Intershop will notify the client.
- 12.5 Intershop will bill the client for the services performed. Insofar as there is nothing else agreed in the contract and in the case the payment takes place according to agreed staff days, Intershop is entitled to bill the client not later than 2 weeks after Intershop has performed the service.
- 12.6 Written and signed confirmation from the client of work performed by Intershop is usually considered adequate proof of the number of hours of work provided. As long as no other agreements have been made, the client will recognize the signed document as proof that the services were provided to the client's satisfaction. The rules defined in clause 10 regarding the client's acceptance and examination duties apply. Service records of Intershop shall be signed and returned within 10 business days upon receipt. Unless objected in good faith within 10 business days, service records shall be deemed approved by client.
- 12.7 Unless specified otherwise in the contract, Intershop can require, in addition to the regular compensation, replacement of all additional costs (travel and accommodations costs, meals, and other travel costs) which relate to the execution of the contract. It is Intershop's responsibility to choose the means of transportation and accommodation. Services and additional costs can be listed separately in the invoice.
- 12.8 The client must bear all additional costs in their full amount. The client can request to see the corresponding receipts at the Intershop headquarters.
- 12.9 Travel times will be calculated at 100%, as long as nothing else was agreed upon in the contract.
- 12.10 All claims are due at the presentation of the bill. The value added tax, as applicable from time to time, will be added onto all prices and separately listed in the bills.
- 12.11 In cases of default of payment, Intershop is authorized to levy a default interest of 8 % above the basic interest rate according to § 247 BGB. The proof of a lower or higher interest detriment remains open to both sides.
- 12.12 Various clients (private and/or legal entities) are jointly liable.

§ 13 Retention of Title

Intershop has a right of retention to the work product and the documents given by the client until payment in full for the requirements of the entire contractual relationship.

§ 14 Right of Use

- 14.1 If the client has paid the complete amount of the bill Intershop grants the client the simple, non-exclusive right to use the results of the services rendered by Intershop for the contractually contemplated uses. As far as the contract includes building of software, the client is entitled to use the object code corresponding to the contract purposes. The source code is not the subject of this transfer of the right of use.
- 14.2 Unless specified otherwise in the contract, the client's right to the use of software to be implemented according to the contract is limited to its installation and use on an individual computer system, according to the documentation and a maximum of one CPU*.
- 14.3 The client has the right, for data security and recovery purposes, to make a copy of the software that is covered by the contract. Every reproduction of the software beyond such a copy is prohibited.
- 14.4 The client agrees to save the software in a secured manner so that no unauthorized work or unauthorized copying of the software by third parties may be conducted.
- 14.5 All other rights of use remain exclusively with Intershop, especially the right to reproduction, distribution, processing, as well as the right to transfer

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the work product. The client recognizes Intershop's ownership of the software and its accompanying documentation.

- 14.6 Intershop standard software programs and Solution Kits that are given to the client under the terms of this contract on the basis of software licensing contracts are not subject to these rights of use even if Intershop's services are rendered for the standard software programs or Solution Kits.
- 14.7 The client must immediately inform Intershop of the violation of the rights of use by third parties and to make available the documents and knowledge necessary for legal action by Intershop against the third party.

* A central processing unit (CPU) is a functional unit within a computing device that interprets and executes instructions. With multi-core technology, each core is considered as one CPU.

§ 15 Exemptions

- 15.1 Intershop commits itself to providing the client with software that is free of third party copyrights, in the Federal Republic of Germany, which would prohibit or limit the client's use of the software.
- 15.2 If violations of copyrights, trademarks, or patent rights are asserted after the completion of the contract, and if the contractual use of the programs is thus limited or hindered, Intershop will defend the client against all claims, as long as the client communicates these claims to Intershop in writing. Insofar Intershop will either obtain a license for the client for the further use of the program or, at the choice of the client, Intershop will change the programs so that violations will no longer exist or, to the extent that a program change is not possible for reasons that Intershop does not represent, Intershop will reverse the affected business and return the agreed compensation to the client.
- 15.3 The client's right to choose under clause 15.2 is excluded when the client uses a program that has not been released by Intershop, or uses the software after it has been changed by a party other than Intershop, or uses the software with programs not licensed by Intershop or in a manner which is not in adherence with the contractually agreed terms of use, and these actions are the source for the violations defined in section 15.2.
- 15.4 Only the client is liable for the legality of the use of documentation that the client gives to Intershop. Intershop is not obligated to inspect the legality of the use. If Intershop should have any claims for damages made against it by third parties on the basis of the use of such documentation, the client will release Intershop from liability on all claims.

§ 16 Liability

- 16.1 Intershop shall be liable without restriction for damage caused by it or its employees with intent or gross negligence.

- 16.2 In cases of slight negligence, Intershop shall only be liable if an obligation whose observance is of particular significance for achievement of the purpose of the agreement and can therefore be considered to be fulfilled (cardinal obligation) is violated. In other cases of ordinary negligence, Intershop shall not be liable.
- 16.3 If a cardinal obligation is violated, Intershop's liability shall be limited to the typically foreseeable damage.
- 16.4 The parties agree that damages in excess of the order value are not typically foreseeable at the time the agreement is made, neither generally in terms of consulting services/ professional services nor considering the particularities of the contract for services.
- 16.5 Liability under the Product Liability Law (such as German § 14 ProdHG), liability for bodily harm or liability due to an explicit guarantee shall remain unaffected.
- 16.6 In the case of loss of data, Intershop shall only be liable for the cost of restoration necessary given the existence of backup copies.

§ 17 Omitted Involvement of the Client, Termination of Contract

- 17.1 If the client omits an involvement for which he is responsible, despite written warning and the setting of a time period in which he is to act, or if the client repeatedly and seriously violates duties of the contractual relationship, Intershop has the right to cancel the contract without giving notice. Independent of the validation of this right to cancel, Intershop has a right to claim the additional costs or the damages that result from the grounds for cancellation. In all cases, Intershop has the right to full compensation minus costs saved.
- 17.2 Additionally, Intershop can cancel the contract through a written declaration to the client with immediate effect if the client is or becomes unable to pay, or if Intershop learns that bankruptcy proceedings have been instigated over the assets of the client or such bankruptcy proceedings are declined as a result of deficient amounts or if the client's company has been erased from the trade registry as a result of loss of assets. Additionally, an extraordinary right to cancel also exists when the client becomes late in full or partial payment by more than 10 days.
- 17.3 Intershop will present a final invoice within 30 days after the termination of this contract.

§ 18 Force Majeure

- 18.1 Events of force majeure that significantly impede the service or make it temporarily impossible give the respective party the right to delay the fulfillment of

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their services for the duration of the hindrance plus a reasonable preparation time.

- 18.2 Worker strife and similar circumstances are equivalent to a force majeure insofar as they are unforeseeable, serious, and are not the fault of the parties. The parties each are to immediately inform each other of the occurrence of such circumstances.

§ 19 Marketing and Press Releases

- 19.1 The client is aware that Intershop, as a listed company, after reaching a certain volume of revenue, is committed to providing timely press releases about business activities. In relation to this, Intershop and the client, upon signing this contract, agree to the distribution of press releases about customer wins and completed customer projects (sites "gone live")
- 19.2 Intershop and the client each have the right to use the other contract partner's released brand and logos in advertising.
- 19.3 By signing this contract, the client agrees to be an Intershop reference customer as long as the client is an end customer of Intershop software. Additionally, according to the current contract, as long as Intershop is a subcontractor to the client completing work for an end customer or supporting work for an end customer, the client will try to get the confirmation from the end customer allowing Intershop to use this end customer as an Intershop technology reference.
- 19.4 The parties agree that all additional marketing activities will be completed amicably when necessary in accordance with the end customer. This specifically applies to the creation and distribution of a Success Story (Case Study) at least 6 months after the end customer's "go live" date.

§ 20 Approaching Intershop Employees about Future Employment

The client agrees not to approach any Intershop employees about future employment for services of any kind, regardless of whether acting in an independent or a non-independent position. This obligation lasts up to 12 months after the completion of the contractual relationship at hand.

§ 21 Confidentiality and Data Protection

- 21.1 Intershop and the client are permanently obliged to maintain silence regarding all information termed confidential or business and firm secrets which Intershop or the client learn in conjunction with the fulfillment of the contract. The communication of such information to third parties not working on the fulfillment of the contract is allowed only with written consent of the respective other party.
- 21.2 The obligation of confidential treatment does not apply for Intershop insofar as ideas, concepts, know-how, and techniques are concerned which relate to software

development as well as data with which Intershop is already familiar or which lies outside of this contract.

- 21.3 Intershop and the client will place all persons who take part in the fulfillment of this contract under the obligation to observe these requirements.
- 21.4 Within the framework of the purpose of this contract, Intershop is authorized to process the confidential personal information or to have the data processed by third parties under observance of the data protection regulations.
- 21.5 Intershop has the right to refer to the name, logos, brand, and slogans of any client or customer using Intershop software, as well as refer to the software solution and the project in press releases, success stories, print and electronic media at conferences, meetings and other gatherings.
- 21.6 Intershop is allowed to incorporate the name of the client into its own reference list.

§ 22 Change of Contract

22.1 Services

Intershop in its reasonable discretion may change and amend fees and terms and conditions for Services by written notification with 90 days' notice and effective for the future.

Increase of remuneration shall be based on general increase of expenses for Intershop and shall be restricted to a maximum of 10% p.a. relating to the same quantity of accounting.

Any changes of terms and conditions of Services shall on principle refer to new commissions, extensions or renewals, unless a change is required for legal purposes at an earlier stage.

In case of a unilateral change of Contract according to the above provisions, Customer shall be entitled to terminate the Contract with 30 days' notice of effectiveness of such change. However, this shall only apply if and to the extent such change of terms and conditions of Services is unacceptable for Customer. Termination requires written form.

22.2 Other Changes of Contract

Besides, any changes of this Contract require written agreement.

§ 23 Miscellaneous

- 23.1 All rights created by the contractual relationship can be nullified by the client only after prior written consent by Intershop.

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- 23.2 The law of the Federal Republic of Germany applies for all requirements of the contract with exception of the UN merchant law.
- 23.3 Additions or modifications to these contractual obligations must be made in writing and enter into effect only when signed by both parties. Declarations made by Intershop representatives shall only be binding with written consent from Intershop.
- 23.4 Jena, Germany, is the place of jurisdiction for all disputes arising from the contract.
- 23.5 Should one or more provisions of this agreement become invalid, then this shall not affect the validity of the remaining provisions. The invalid clause and/or a loophole shall then be replaced by a valid clause that comes as close as possible, in its economic purpose, to the original intent of the invalid or missing clause.
- 23.6 After compensation of the requirements of the contractual relationship, the client must retrieve all documents that the client or a third party gave Intershop as a result of the execution of the contract. This is to be done after written request by Intershop. This does not apply to the exchange of writings between the parties and to the simple copies of the reports, organizational plans, drawings, tables, computations, etc. which have been prepared within the framework of the contract, as long as the client retained the originals.
- 23.7 Intershop's duty to retain the documents dissolves six months after the written request for retrieval is submitted to the client, otherwise after one year and, with respect to documents retained according to clause 15, after two years.