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General Terms and
Conditions
Version 1.0 TSL from
21.10.2024



1 Structure and Scope of Application

- 1.1 These "General Terms and Conditions - General Section" (hereinafter referred to as "GTC") shall apply to all contracts concluded by Tegos Systems Limited, 76 King Street, Manchester, M2 4NH, United Kingdom (hereinafter referred to as "tegos") with natural or legal persons or a partnership with legal capacity who, when entering into a legal transaction, are acting in the exercise of their commercial or independent professional activity (hereinafter referred to as "CUSTOMER").
- 1.2 These GTC together with the respective DESCRIPTION OF SERVICES, the associated letter of offer and the relevant SPECIAL CONDITIONS form the contract (hereinafter "CONTRACT") for the respective service to be provided. In addition, any manufacturer-specific terms of use or licensing conditions may apply to specific services. tegos shall refer to these in the respective proposal document.

The applicability of the SPECIAL CONDITIONS shall depend on the services ordered in each specific individual case. tegos offers the following services:

- CLOUD COMPUTING,
 - LICENSE RENTAL,
 - LICENSE PURCHASE,
 - Projects Services (hereinafter "PROJECTS")
 - MAINTENANCE AND SUPPORT.
- 1.3 These GTC apply to all contracts concluded between tegos and the CUSTOMER. They shall also apply to future contracts between tegos and the CUSTOMER without renewed reference to the validity of the GTC. Deviating provisions of the CUSTOMER shall only apply if their validity has been expressly agreed in writing.
- 1.4 In the event of contradictions of the Contract Documents, the following order shall apply:
- (1) the relevant license conditions (e.g. tegossuite, Microsoft or other third-party providers),
 - (2) PERFORMANCE SPECIFICATION,
 - (3) the SPECIAL CONDITIONS; and

(4) the TERMS AND CONDITIONS.

Something else only applies exceptionally if an express deviation is agreed in a subordinate regulation or between the parties in writing and the regulation from which deviation is to be made is cited.

2 Definitions

- 2.1. **CHANGE REQUEST** means the subsequent change of the originally agreed service or the scope of service.
- 2.2. **CLOUD COMPUTING** means the temporary provision of software as a service, usually via the Internet and independent of devices, in connection with the provision of further services, for example in the form of servers and data storage.
- 2.3. **INDIVIDUAL SOFTWARE** means software created individually for the **CUSTOMER** as well as customised programming for the **STANDARD SOFTWARE**; customising of a **STANDARD SOFTWARE** does not result in it being treated as **INDIVIDUAL SOFTWARE**.
- 2.4. **LICENSE PURCHASE** means the provision and licensing of software for an unlimited period of time.
- 2.5. **LICENSE GRANT** refers to the temporary provision of software access or usage rights for a specified period of time.
- 2.6. **PERFORMANCE DESCRIPTION** means the set of specific performance requirements agreed by the parties.
- 2.7. **DEFICIENCY** means the deviation of the actual condition from the agreed target condition. If no quality has been agreed, a defect exists if the performance is not suitable for the contractually intended use.
- 2.8. **PROJECT** means the implementation of projects, such as the adaptation of **STANDARD SOFTWARE**, the development of **INDIVIDUAL SOFTWARE** or the introduction of a software at the **CUSTOMER**.

- 2.9. **WRITTEN FORM** means signing with pen and paper within the meaning of Section 7 of the Electronic Communications Act 2000, to the exclusion of TEXT FORM. The parties may agree to waive the requirement of the written form and to let another form (e.g. TEXT FORM) suffice.
- 2.10. **STANDARD SOFTWARE** means software that is available in the market for a wide range of users.
- 2.11. **TEXT FORM** means the electronic form of communication within the meaning of Section 7 of the Electronic Communications Act 2000, i.e. in particular fax or e-mail.
- 2.12. **MAINTENANCE AND SUPPORT** means software maintenance services and services to maintain and restore the functionality of the Software as well as individual support to the CUSTOMER and, if applicable, to individual users in case of problems and questions in connection with a specific Software.
- 2.13. **WORKAROUND** means the bypassing of a defect that cannot be immediately remedied to reduce or eliminate the effects of a failure for which no final solution is yet available.

3 Individual Commissioning

- 3.1. If the CUSTOMER wishes to order one or more services from tegos, the CUSTOMER shall submit a corresponding request to tegos. In this enquiry, the CUSTOMER shall specifically name the service offered by tegos which they wishes to obtain, as well as any special features which are to be taken into account.
- 3.2. tegos will prepare and send to the CUSTOMER a SERVICE DESCRIPTION upon receipt of the CUSTOMER's request.
- 3.3. Insofar as the CUSTOMER wishes to order the services specified in the SERVICE DESCRIPTION subject to the GTC and the SPECIFIC CONDITIONS of tegos, the CUSTOMER agrees to this SERVICE DESCRIPTION of tegos IN WRITING or in TEXT FORM. The customer's consent constitutes the offer in the legal sense. If the CUSTOMER wishes to make changes to the DESCRIPTION OF SERVICES, these changes shall be indicated by tegos in the DESCRIPTION OF SERVICES and incorporated. The amended DESCRIPTION OF SERVICES shall be resubmitted to the CUSTOMER.
- 3.4. After receipt by tegos of the CUSTOMER's consent to the SERVICE DESCRIPTION, tegos shall confirm the agreed provision of services to the CUSTOMER by means of an order confirmation.

The CONTRACT for the service(s) specified in the offer shall only be concluded between tegos and the CUSTOMER upon this order confirmation.

- 3.5. The CUSTOMER shall always have the option of retrieving these GTCs via the website and saving them in a reproducible form, i.e. for example as a PDF document. In the event that storage in reproducible form is not possible (e.g. when accessing via mobile devices), the CUSTOMER may be sent the GTCs by e-mail.
- 3.6. The language available for the conclusion of the contract is English.

4 Scope of Services

- 4.1. The services to be provided under this contract are detailed within the CONTRACT, specifically in the SERVICE DESCRIPTION. tegos is only responsible for delivering the services explicitly agreed upon in this CONTRACT. There is no obligation for tegos to provide any additional services beyond those specified. Any additional services may be arranged through a separate individual order, as outlined in clause 3)
- 4.2. Unless otherwise specified, tegos will deliver the services in accordance with generally recognized industry standards. Where only functionalities or tasks are outlined in the SERVICE DESCRIPTION, tegos will have the discretion to determine the specific execution and/or implementation, while adhering to these established industry standards.
- 4.3. The CUSTOMER shall remain solely responsible for all business decisions made on the basis of the information provided by tegos in the context of the provision of services.

5 Rights of Use and Licensing Conditions

- 5.1. tegos grants the CUSTOMER the rights of use to the software as set forth in the relevant license terms, otherwise in the SPECIAL CONDITIONS. This shall also apply to the documentation provided by tegos. Documentation shall be provided either by tegos or by the CUSTOMER for its end users. The license conditions of the third party provider shall apply to the licenses of third party providers (e.g. Microsoft) which tegos procures for the CUSTOMER. The license agreement regarding the third-party products is concluded directly between the third-party provider and the CUSTOMER.

- 5.2. Protective rights or other rights holder notices on data carriers and the documentation may not be removed.
- 5.3. If the CUSTOMER acquires an unlimited right of use, the CUSTOMER shall be entitled to create a backup copy of the software. The CUSTOMER shall visibly affix the note "Backup Copy" and a copyright notice of tegos to the backup copy made. Otherwise, copies of the software are not permitted unless they are necessary for the contractually intended use.
- 5.4. The CUSTOMER is obliged to inform tegos upon request about the number, storage medium and storage location of the backup copies made.
- 5.5. In the event that the software is protected by means of a license key, the CUSTOMER shall receive the license key during the term of the contract exclusively for the use of the software to the extent stipulated in the contract.
- 5.6. tegos retains all usage rights until full payment of the remuneration has been received. Until that time, the CUSTOMER has a revocable right to use the software.
- 5.7. The delivery of the source code or the granting of rights of use thereto shall only be granted if this has been expressly agreed in writing.

6 General Obligations of the CUSTOMER to Cooperate

- 6.1. The obligations of the CUSTOMER to cooperate, as outlined below, constitute essential contractual performance duties, not just ancillary obligations. Additional cooperation obligations may arise from other contractual documents. Unless otherwise agreed in writing, the CUSTOMER shall fulfil its cooperation duties at its own expense, at the agreed-upon time, and in the necessary manner for the success of the PROJECT. This must be done promptly upon request from tegos..
- 6.2. The CUSTOMER is obliged to inspect the software provided to it by tegos or otherwise made available for use for defects immediately after delivery/provision. If a defect is discovered, the CUSTOMER shall immediately notify tegos thereof in TEXT FORM. This must include a description of the time of occurrence of the respective defect and the detailed circumstances.
- 6.3. The CUSTOMER shall test the software provided by tegos for usability before commencing productive use. This also applies to new software versions with new software functions, if any, which the CUSTOMER receives under warranty or a maintenance contract.

- 6.4. The CUSTOMER shall take reasonable precautions in the event that the software does not work properly in whole or in part (e.g. through data backup, fault diagnosis, regular testing of results, emergency planning). It is the CUSTOMER's responsibility to ensure the operability of the working environment of the software.
- 6.5. The CUSTOMER shall create the conditions in its environment which are necessary for tegos to be able to provide the service ordered. This may include in particular:
 - 6.5.1. Access to the CUSTOMER's premises,
 - 6.5.2. Provision of and access to the CUSTOMER's IT infrastructure,
 - 6.5.3. Provision of the necessary information,
 - 6.5.4. Contribute to the specification of services,
 - 6.5.5. Participate in test runs and functional tests,
 - 6.5.6. Procurement of all necessary permits,
 - 6.5.7. Detailed description of errors.
- 6.6. The CUSTOMER is responsible for providing all necessary information from its sphere in full and with correct content. tegos is not obliged to check this information for completeness or correctness, but will rely on the CUSTOMER having fulfilled these obligations.
- 6.7. The CUSTOMER shall make employees available as needed for the performance of the service. Such employees must be professionally qualified and appropriately allocated to the required tasks, free from other obligations to the necessary extent. Employee changes shall be minimized and limited to what is strictly necessary.

7 Change Request

- 7.1. The parties may propose changes or additions to the agreed scope of services.
- 7.2. If the CUSTOMER proposes a CHANGE REQUEST, tegos shall assess its technical feasibility and inform the CUSTOMER in TEXT FORM of the impacts on services, such as delays to agreed timelines or changes to remuneration. Alternatively, tegos may present its own offer for a CHANGE REQUEST to the CUSTOMER, outlining the same effects. The CUSTOMER has one (1)

week to accept the offer in TEXT FORM (e.g., via email). tegos' obligation to provide the modified services arises only upon acceptance of the offer. Until then, tegos remains obligated to provide the original services, and the CUSTOMER remains obligated to pay for them. The parties may agree in TEXT FORM to temporarily suspend their respective performance obligations during negotiations on a CHANGE REQUEST..

8. Deadlines, Delays

- 8.1. Stated dates are non-binding unless they are expressly marked as binding in writing.
- 8.2. Events of force majeure (see clause 12) shall entitle tegos to postpone the performance of its obligations for the duration of the hindrance.
- 8.3. tegos shall not be in default if and to the extent that the CUSTOMER has not fulfilled its obligation to cooperate and tegos is therefore unable to provide the services as agreed.

8 Agreement on Quality

- 9.1. The quality of the service owed by tegos at the time of conclusion of the contract is conclusively described in the respective SERVICE DESCRIPTION. The information contained therein is to be understood as agreements on quality and not as guarantees. A guarantee shall only be granted if it has been expressly designated as such. Further functions or any other further quality is not owed.
- 9.2. The CUSTOMER has informed himself about the essential features of the service and bears the risk as to whether it meets his wishes and needs. The examination of the suitability of the service in relation to the CUSTOMER's wishes and needs is not the subject of tegos' service obligations, unless this has been expressly agreed.

9 Defect Rights

- 10.1. The CUSTOMER shall only be entitled to the following rights if the services provided by tegos provide for a warranty against defects in accordance with the statutory provisions.
- 10.2. tegos shall assign defects found to the following defect classes:

a. Serious defect

The defect means that the service cannot be used or can only be used with unreasonable restrictions.

Example: The software is not executable, there are crashes. Printing, selecting and/or transferring data cannot be initiated. Data is not saved or read correctly or completely.

b. Significant defect

The defect means that the service or a significant part of the service can only be used with considerable restrictions.

Example: The functioning of the software is impaired or malfunctions occur, in particular messages are incomprehensible or are not in the correct context to the called function. Functionalities do not show the expected results. The response time behaviour prevents the usual use of the software.

c. Insignificant defect

Other defects that do not affect the functionality of the service (e.g. colour, font etc).

Example: Working with the software is possible, although not consistently within the agreed parameters. User-friendliness needs improvement. Error functions can be bypassed.

- 10.3. If the service has a serious or significant defect, tegos shall, at its discretion, remedy the defect within a reasonable time by either adjusting the service or delivering a new one .
- 10.4. If the service is software and neither the adjustment nor the new delivery is likely to lead to the elimination of the defect, tegos shall be entitled to eliminate the defect by means of a WORKAROUND. Insofar as this is reasonable for the CUSTOMER, it shall be deemed an adequate form of subsequent performance..
- 10.5. The CUSTOMER shall only be entitled to assert the further statutory warranty rights after the rectification of the same defect has failed at least twice.
- 10.6. If the CUSTOMER itself makes a change to the contractual service, in particular a change to the source code or a complete or partial deactivation of software functions, or has such a change made by a third party, liability for defects shall be excluded unless the CUSTOMER proves that the defect is not due to the action performed or caused by it.

- 10.7. If tegos provides services within the scope of troubleshooting or fault rectification without being obliged to do so, tegos may demand appropriate remuneration for this. This applies in particular if a defect cannot be proven and in the case of other unjustified notices of defect.
- 10.8. Should third parties claim an infringement of their rights against the CUSTOMER, the CUSTOMER will proactively support tegos in the judicial and extrajudicial settlement of these disputes. The conduct of the proceedings shall be the sole responsibility of tegos, whereby the parties shall closely coordinate and support each other. In particular, the CUSTOMER shall not be entitled, without the prior consent of tegos, to enter into any judicial or extrajudicial settlements or to take any procedural action which may affect the relationship between tegos and the CUSTOMER. The consent of tegos is not required if an aforementioned action is necessary to avoid serious disadvantages for the CUSTOMER and tegos' prior consent cannot be obtained.
- 10.9. If it is legally established that the performance of tegos infringes the rights of third parties, tegos shall acquire the necessary rights at its own expense. Alternatively, provided that the functionalities agreed with the CUSTOMER are not unreasonably impaired, tegos shall be entitled to modify the software in such a way that the rights of third parties are no longer impaired.
- 10.10. The CUSTOMER's rights regarding defects shall expire one year after delivery of the service or, if applicable, after acceptance. For partially accepted services, the limitation period starts upon the respective partial acceptance. However, if tegos has knowingly concealed a defect, warranty claims shall be subject to the regular statutory limitation period

10 Liability

- 11.1. tegos shall have unlimited liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) intentional misconduct or gross negligence;
 - (d) any liability that cannot be excluded or limited under applicable law; and
 - (e) any breach of a guarantee expressly provided by tegos.
- 11.2. Subject to Clause 11.1, tegos shall only be liable for typically foreseeable losses arising from a breach of an essential contractual obligation ("Cardinal Obligation") by tegos, its employees,

agents, or representatives. A "Cardinal Obligation" is an obligation fundamental to the performance of the contract and on which the CUSTOMER is entitled to rely.

- 11.3. The parties agree that the contractually agreed remuneration (or, in the case of ongoing obligations, the remuneration for a six-month period) reflects the maximum liability for foreseeable damages arising under the contract.
- 11.4. Except as expressly provided in this Clause 11, tegos shall have no further liability to the CUSTOMER, whether in contract, tort (including negligence), or otherwise.
- 11.5. The above limitations of liability shall also apply to the personal liability of tegos' employees, representatives and bodies.

11 Force Majeure

- 12.1. Neither party shall be liable for events constituting "force majeure". An event of force majeure shall be deemed to have occurred if an external event caused by elementary forces of nature or by the actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically acceptable means, even by the utmost care reasonably to be expected in the circumstances, and cannot be accepted by the affected party because of its frequency. Events of force majeure may be, for example: Fire, flood, earthquake, natural elements, acts of war, riots, terrorism, epidemics, pandemics, official orders, revolution in a country, strikes.
- 12.2. In the event of force majeure, the affected party shall immediately inform the other party of the occurrence. Both parties may request a negotiation on an adjustment of the dates of the contract affected by the force majeure.

12 Payment and Invoicing

- 13.1. The commissioned services shall be paid for in accordance with the price list provided at the time of contract agreement, unless otherwise agreed in writing. Additionally, payment shall be based on the respective SPECIAL CONDITIONS. After the project has been accepted, the standard service prices for existing customers shall apply, which may be adjusted with prior notice from tegos in accordance with clause 13.8.

- 13.2. If the CUSTOMER requests that services be performed outside the regular operating hours (Monday to Thursday from 08:00 to 17:00 and Fridays from 08:00 to 15:30, a surcharge will be levied for these if agreed in advance of the service delivery.
- 13.3. Unless otherwise agreed, travel time shall be paid at the fifty (50) percent of the employee's regular hourly rate as working time.
- 13.4. The cost of materials, travel costs and expenses shall be shown separately in the amount actually incurred and reimbursed by the CUSTOMER.
- 13.5. All prices are subject to the applicable statutory value added tax. The service payments and the license fee shall be paid within 30 days of the invoice date without deduction.
- 13.6. If the CUSTOMER defaults on payment following a written reminder from tegos and the expiration of a grace period of at least seven (7) days, tegos shall be entitled to charge interest on the overdue amount at a rate of eight (8) percentage points above the Bank of England's base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998..
- 13.7. tegos may increase service rates with three (3) months' prior notice once per year, provided that any such increase does not exceed 2% above the Retail Price Index (RPI) for the preceding 12-month period at the time the notice is given. The CUSTOMER may terminate the contract by giving one (1) months' notice prior to the end of the month in which the increase comes into effect. The current rates shall remain unchanged until the end of the CUSTOMER's notice period.

13 Subcontractors, Employees

- 14.1. tegos is free to select the persons used to provide the services. The CUSTOMER is not authorised to issue instructions, even if the services are provided on its premises.
- 14.2. tegos is entitled to have the contractually owed services performed by subcontractors. Upon written request of the CUSTOMER, tegos shall name to the CUSTOMER the subcontractors used in the contractual relationship. Insofar as personal data within the meaning of the GDPR are processed, tegos shall name the subcontractors used in the order processing agreement.
- 14.3. The CUSTOMER shall have the right to demand the replacement of a subcontractor if the engagement of this subcontractor demonstrably means serious disadvantages for the

CUSTOMER, e.g. disclosure of information to a competitor. The CUSTOMER shall bear the additional costs incurred due to the replacement.

14 Secrecy

- 15.1. The parties agree to treat all confidential information received in connection with this contract as strictly confidential. Confidential information shall be treated by the recipient with the same care that it uses to protect its own information of a comparable nature, but at least with the care of a prudent businessman.
- 15.2. The term "Confidential Information" includes all subsequent information of the Discloser:
- Information which, if in written, electronic or other tangible form, or stored or retained as permanent or printed records in whatever form, is marked "Confidential";
 - Information which, if disclosed orally, is designated as "Confidential" immediately prior to the oral disclosure; and
 - Information that, at the time of disclosure or knowledge, is identifiable as confidential by reason of the circumstances of disclosure or its nature, including (but not limited to) any business information relating to the discloser's products, concepts, processes, methods of operation, IT assets, customers, suppliers, personnel, accounts, costs, business planning and processes, and administrative, financial or sales-related activities

Confidential information shall also include circumstances that become visually accessible to one Party during inspection of the other Party's plant or equipment.

Confidential information is not information that:

- was demonstrably known to the recipient in a lawful manner before disclosure by the discloser, or was subsequently made available to the public without the recipient being responsible for this, or
- have been developed independently, or
- have been made available to the recipient by an authorised third party in a lawful manner without the imposition of an obligation of confidentiality, or

- are contained in performance results (e.g. documentation) provided by the Contractor to the CUSTOMER on the basis of this contract; the Contractor shall be entitled to provide these performance results to a third party if this is necessary for the acceptance or provision of the services of the third party for the CUSTOMER or an affiliated company.

- 15.3. All Confidential Information provided to the Recipient shall be kept inaccessible to third parties. Confidential information may not be published, reproduced, made available to third parties or used for any purpose other than that for which it was originally intended without the prior written consent of the discloser. The recipient is obliged to inform the disclosing party immediately if he/she becomes aware or has a reasonable suspicion that confidential information has been disclosed without authorisation.
- 15.4. The Contractor is not entitled to use confidential information received from the CUSTOMER for its own business purposes or to use such information for the CUSTOMER's competitors. This also includes any information developed by either party during the execution of the contract.

15 Data Protection

- 16.1. Insofar as tegos processes personal data of the CUSTOMER in the context of the provision of services, the parties shall conclude a data processing agreement pursuant to Article 28 of the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

16 Final Provisions

- 17.1. This contract shall be governed by the laws of England & Wales. The United Nations Convention on Contracts for the International Sale of Goods, 1980 (CISG), shall not apply..
- 17.2. The place of performance and exclusive place of jurisdiction shall be Manchester, United Kingdom, unless otherwise prescribed by law.
- 17.3. The CUSTOMER shall only be entitled to assign claims against tegos to third parties with the written consent of tegos.
- 17.4. The CUSTOMER may not set off any counterclaims against claims arising directly or indirectly in connection with these GTC and the respective SPECIFIC CONDITIONS unless such counterclaims have been finally adjudicated or recognised by tegos.

- 17.5. All amendments or additions to this contract must be made in writing and signed by both parties in order to be effective. Terminations and declarations of withdrawal shall also require the WRITTEN FORM in order to be effective. This also applies to the cancellation of this written form requirement.
- 17.6. If any provision of these GTC or the SPECIAL CONDITIONS is invalid, this shall not affect the validity of the remaining provisions. The parties shall immediately replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. Until then, the law shall apply.
- 17.7. In the event of a dispute arising out of or in connection with this contract, the parties agree to attempt to resolve the dispute through mediation before commencing legal proceedings.