

General Terms and Conditions of Business (GTC) of

intive GmbH

(hereinafter referred to as 'intive')

I. GENERAL PROVISIONS

1. Scope of applicability and the subject of the contract

- 1.1. intive provides its customers with a consulting service and also conceptualisation, creation, support and hosting of and/or relating to digital products, particularly for apps. It provides its services on the basis of an individual contract, to be separately concluded. These General Terms and Conditions of Business regulate, on a supplementary basis to the individual contract and any individual arrangements, the rights and obligations in the cooperation between intive and the customer.
- 1.2. An individual contract generally arises through the signing thereof by both parties or through the acceptance by the customer of an offer proposed by intive. The content of the contractual relationship between the parties is set out in the individual contract (or the offer) and these GTC. In the event of contradictions, provisions of an individual contract will take precedence over these GTC.
- 1.3. The applicability of general terms and conditions of business of the customer is excluded. This shall also apply if intive provides services ordered by the customer without explicitly objecting to the general terms and conditions of business of the customer referred to in the order.

2. The content of the services under the individual contract; changing the services (change management)

- 2.1. As far as possible, the type and scope of the services/performances will be described in the individual contract. The basis for this will be the preliminary discussions of the parties and any documents drawn up in connection with them (e.g. definitions, briefings, questionnaires). On that basis, the services/performances will be further developed in an ongoing manner as part of the project management. In the individual contract the project procedure (e.g. workshops, phase concept, agile procedure, committees) and key interim steps will also be established.
- 2.2. intive shall be free as to how it designs and implements the services/performances, insofar as no specific requirements have been agreed and the customer has not exercised authority granted to it to manage and

control the project. This particularly applies to standards, guidelines and norms (e.g. DIN, ISO, W3C), unless they are part of the state of the art of technology and are generally utilised. intive's right to determine the services/performances in accordance with sentence 1 also encompasses the use of software or content under an open licence (e.g. open source, freeware or Creative Commons conditions).

- 2.3. intive shall only verify or procure rights, procure tools (e.g. statistics) or certificates (e.g. SSL), ensure a particular outcome, provide development, application or other documentation or provide source code if this is explicitly agreed in the individual contract.
- 2.4. If the customer would like a subsequent change to a service description formulated or accepted by it, it must submit its changed requirements to intive as a change request as early as possible in a specific and verifiable form.
- 2.5. When a change request has been submitted, intive will be able to suspend the further provision of services if otherwise there would be a danger of complications or needless expenses. intive shall notify the customer to that effect. If the customer objects to the suspension of services, intive shall continue the original provision of services for a fee.
- 2.6. intive shall roughly assess the change request with respect to its technical feasibility and additional outlays of time and expenses. If it finds that the additional expenses are readily quantifiable, the customer shall be notified of this in the form of an offer. If, in intive's opinion, a detailed assessment to be charged at cost is necessary first, it shall estimate the additional expenses involved. The customer shall then promptly decide whether it would like intive to carry out the paid assessment.
- 2.7. The parties shall ensure that a decision is promptly made on the change request and the resulting consequences in text form (e.g. e-mail) after the completion of the assessment. Change requests shall result in an appropriate postponement of deadlines by the duration of the assessment and consultation, including a reasonable lead time. Until agreement is reached, the original content of the service shall otherwise continue to apply.
- 2.8. If intive provides more than insignificant additional services at the customer's instigation, in case of doubt they shall be charged on the basis on an hourly fee in accordance with intive's general rates.

3. External services, third- party service providers and subcontractors

- 3.1. If external services, particularly software (e.g. standard routines, modules, libraries) or media (e.g. images, sounds, motion pictures, films, data feeds) of third-party providers are specified in the individual contract or otherwise, intive shall be authorised by the customer to purchase or broker them at its expense

(including any follow-up costs) in accordance with the terms and conditions (including licence terms) of the producer/provider or their distribution partner. The customer shall comply with relevant terms and conditions for external services (including open source, freeware or Creative Commons conditions) and independently carry out any necessary contract or licence extensions. intive shall not be obliged to make advance payment for external services. It shall have the right to demand a reasonable service fee for the commissioning and coordination of external services (generally 15% of the external service).

- 3.2. If the customer involves further service providers (hereinafter referred to as 'third- party service providers'), they shall be deemed to be vicarious agents of the customer. The customer shall be responsible, as the principal of both intive and the third-party service provider, for the strict and manageable definition, coordination and supervision of the areas of activity and responsibility of the different contractors. The customer shall independently implement the necessary management and control measures.
- 3.3. intive shall have the right to engage subcontractors or freelance employees, unless a valid reason exists which is recognisable for intive for not engaging them.

4. Retention of ownership and usage and utilisation rights to intive's services/performances

- 4.1. The customer shall be granted, subject to any provisions in the individual contract to the contrary, a simple, non-transferable right to intive's services/performances to use them for the contractually agreed purposes. In particular, intive will be able to continue to use the components and elements (e.g. libraries, modules, building sets, templates, tools) in the course of its business operations and freely utilise them without customer-specific details.
- 4.2. intive will also be able to acquire for the customer the rights necessary for the use of the services/performances by providing or providing proof of a product with a free licence (e.g. GNU, Apache Software License, Creative Commons).
- 4.3. With regard to pitches, offers or cost proposals which are free of charge for the customer no rights shall transfer. The customer shall not have the right to otherwise use or utilise or have used or utilised the services/performances of intive contained therein.
- 4.4. intive shall retain the ownership title to its services/performances until payment has been made in full.
- 4.5. The granting of use or utilisation rights by intive shall be subject to the condition precedent that the services/performances have been paid for by the customer in full. Until payment has been made in full, use will only be revocably permitted in connection with the acts to be performed by the customer under the contract

(e.g. tests). The revocable permission shall expire automatically if the customer is late in paying a remuneration component, unless the arrears are insignificant.

- 4.6. The customer shall leave unchanged any copyright (e.g. copyright notices) or other references to intive in or in connection with the services/performances. intive shall have the right to appropriately refer to its involvement or creative role in the context of its services/performances. For example, such a reference may be displayed when an app is loaded, in the information for an application, in the code of software, in the provider identification for Internet services or in the publishing information or footers of printed products. The customer will be able to object to this if, as a result of its being named, its justified interests are significantly affected – otherwise copyright or other references to intive will be left unchanged.

5. Fee and payment terms

- 5.1. The respective remuneration will be specified in the individual contract. If no arrangement is contained in it, intive's services will be charged at an hourly rate on the basis of the actual outlays of work, according to its standard rates (hourly fee, also referred to as time & material or T&M). The billing interval is each quarter of an hour commenced. If daily rates have been agreed, they shall cover eight hours of work per day during intive's normal business hours. If intive works outside its business hours at the customer's request, the pro rata rate shall increase by 50%.
- 5.2. Prices will not be lower or higher than the fixed prices explicitly set in the individual contract, subject to the provisions of section 2. If intive (e.g. in connection with cost estimates or offers) specifies expected expenses for services/performances, this will constitute a quotation. If the quotation is exceeded by more than 15% – of which intive shall notify the customer – the customer will be able to terminate the order for that reason within two weeks after it becomes aware of the price being exceeded. intive shall then be paid for the services actually performed up to that point and the costs incurred.
- 5.3. For services that intive performs, in agreement with the customer, elsewhere than at its place of business, travel times, travel costs and expenses will be separately invoiced in the amount of the currently applicable maximum rates under tax regulations or against individually documented proof. Travel time constitutes working hours.
- 5.4. intive can demand part payments to a reasonable extent. In the case of billing based on an hourly fee, intive shall have the right to settle on a monthly basis. Subject to an arrangement to the contrary in the individual contract, in the case of a quotation or fixed prices 50% will be payable upon the conclusion of the contract and 50% upon handover. In the case of services under a contract for

services, the customer shall have the right to retain 10% of the due remuneration until acceptance.

- 5.5. All prices should be understood as being subject to the addition of the currently applicable statutory VAT. The payment period amounts to 14 days from the receipt of the invoice by the customer. The payment terms are otherwise based on the relevant provisions of law.
- 5.6. intive shall have the right to reasonably increase its fee rates with a notice period of three months by way of a notification in text form (e.g. e-mail). On no account shall the increase in a fee rate amount to more than 5% p.a., unless the customer has agreed to this.

6. Contact persons and the customer's obligations

- 6.1. intive and the customer shall nominate a competent contact person for each other, who will not be changed and who will be authorised to make and receive binding declarations. The additional costs resulting from a change of a contact person shall be borne by the party that makes the change. Changes of a contact person will be reported to the other party immediately, up to which time the old information shall continue to be valid. The encryption or signature of messages and data shall only be carried out if it has been agreed.
- 6.2. The customer shall support intive in the provision of its services within reasonable limits, without being requested to do so, particularly by promptly communicating instructions and approvals and answering enquiries. The customer shall notify intive if it has not fulfilled its obligations or has not fulfilled them in good time or completely or is unlikely to be able to fulfil them. The customer shall comply with instructions and directions issued by intive and shall take appropriate back up and precautionary measures for the purpose of preventing loss of data and programmes.
- 6.3. The customer shall provide any necessary (technical) information, test data, materials and documents (hereinafter referred to jointly as 'Material'). The customer shall only provide Material in the formats required by intive and whose quality is assured with regard to the content and medium. The customer shall retain a copy of any Material during the cooperation. intive shall have the right to use the Material in accordance with the objective of the contract, unless it is explicitly otherwise marked by the customer.
- 6.4. The customer shall ensure and is responsible for ensuring that Material provided by it does not infringe any statutory or official regulations (e.g. on the protection of children and young people, data protection or competition law) and is free of third-party rights (particularly personal rights or copyrights) that could limit its use for the designated purpose.

- 6.5. Any necessary verifications of intellectual property rights (e.g. patents, registered designs, design patents), name or trademark searches, relevant registrations or verification for legality (e.g. under data protection law, competition law and/or trademark law) shall be the customer's responsibility, unless otherwise agreed in the individual contract.
- 6.6. The customer shall fulfil its obligations under section 6 at its own expense. If the customer is late in the performance of a cooperative act or if it performs it improperly, intive will be able to demand appropriate compensation. Other rights of intive remain unaffected.

7. The term of the individual contract

- 7.1. If the individual contract envisages a particular term, it will not be possible to terminate the contractual relationship by way of ordinary termination before it ends. If no extension is provided for in the individual contract, the contractual relationship shall end when the envisaged period ends. If the individual contract contains no provision on its term, each party will be able to terminate the contractual relationship by way of ordinary termination giving three months' notice, effective at the end of a calendar month. With regard to possible service contracts, exclusively the statutory provision shall apply.
- 7.2. The right of extraordinary termination of individual contracts remains unaffected. Notices of termination must be in writing, otherwise being ineffective.
- 7.3. When the contract ends intive shall, according to its choice, either offer the customer the customer-specific data in the state in which it is held by intive for downloading for a period of one month or send it to the customer electronically or by post. After the end of that period, intive shall have the right to delete the data. Any further services shall only be performed against separate remuneration.
- 7.4. In the event that contracts are terminated/expire, irrespective of the reason, the provisions thereof that by their nature continue to be effective, particularly sections 4, 10, 11 and 13 of these General Terms and Conditions of Business, shall remain in force.

8. Timeframe for services

- 8.1. Subject to an arrangement to the contrary, the dates/times or periods specified in the individual contract are target dates/times which will be further developed as part of the project management. They shall only be binding once intive's management has explicitly confirmed them as such. With regard to target dates/times, one month after they lapse the customer will be able to demand the performance of the outstanding services in writing, setting a reasonable

time limit. After that time limit ends, the customer's entitlement to that service shall be due.

- 8.2. Delays in performance within the customer's sphere of responsibility (e.g. late performance of cooperative acts) or due to an event of force majeure (e.g. strikes, lock-outs, official orders, general telecommunications disruptions, etc.) shall entitle intive to postpone the affected services by the duration of the impediment plus a reasonable lead time.

9. Acceptance

- 9.1. If intive is to guarantee a particular outcome (service contract obligation), the parties shall establish the requirements and procedure for the acceptance in the individual contract or within the framework of the project management. The customer shall inspect and test the service/performance handed over to it according to the agreed procedure. intive will also be able to hand over independently testable partial services/performances. An overall acceptance will only take place if no partial acceptances have occurred.
- 9.2. The customer shall ensure that intive's services/performances are not used productively before the completion of the tests and acceptance, unless otherwise agreed between the contract parties.
- 9.3. If intive's services/performances or partial services/performances fulfil the agreed requirements or if only insignificant deviations exist, the customer shall immediately declare acceptance. The acceptance must be in text form (e.g. e-mail). Insignificant deviations are, in particular, deviations that only affect proper functioning to an insignificant extent. If the customer fails to declare acceptance within ten business days from the handover of a service/performance and if it has not submitted any complaints regarding significant defects to intive in that period, the services/performances or partial services/performances of intive shall be deemed to be accepted.
- 9.4. Acceptance can also occur through implicit behaviour on the part of the customer, particularly through the productive use of the service/performance, payment without reservations or requesting of further services/performances that build on the service/performance or its outcome.

10. Liability

- 10.1. The provisions on intive's liability in this section 10 and on the warranty in section 11 below apply to all claims to compensation for losses, claims relating to defects or compensation claims of the customer that replace them, stemming from or related to the performance of the contract, irrespective of their legal basis (e.g. warranty, default, impossibility, any breach of obligation, the existence of an obstacle to performance, impermissible action, etc.), except for:

- claims of the customer for losses resulting from loss of life or injury to the body or health;
- rights and claims of the customer in the event of fraudulent concealment of a defect by intive or due to the absence of quality/characteristics for which intive provided a guarantee;
- claims and rights of the customer based on willful misconduct or gross negligence of intive or its statutory representatives;
- claims of the customer under the German Product Liability Act (Produkthaftungsgesetz); and
- claims which are covered by Articles 44 or 44a of the German Telecommunications Act (Telekommunikationsgesetz).

For the above exceptions, the provisions of law alone apply.

- 10.2. intive shall only be liable for minor or simple negligence in the event of a breach of key obligations, i.e. obligations which make it possible to correctly perform the contract or enable the objective of the contract to be achieved or upon the fulfilment of which the contract party can generally rely. In the event of a breach of key obligations due to minor or simple negligence, intive's liability shall be limited to compensation for the typical losses foreseeable for it upon the conclusion of the contract. Otherwise, intive's liability shall be excluded for minor or simple negligence.
- 10.3. intive shall be liable for damage caused by its vicarious agents due to gross negligence, but limited to compensation for the typical losses foreseeable for it upon the conclusion of the contract.
- 10.4. intive's total liability is limited to the order value of the respective individual contract.
- 10.5. Strict liability of intive in the area of usage relationships under tenancy law and similar usage relationships for defects that are already present upon the conclusion of the contract is explicitly excluded.
- 10.6. intive shall not be held responsible for disruptions of performance due to an event of force majeure (particularly strikes, lock-outs, official orders, natural disasters, failures of communications networks or gateways, disruptions in the area of carrier services).

11. Warranty

- 11.1. In case of doubt, technical data in the offer and/or individual contract represent information on quality/characteristics and are not the subject of a guarantee or assurance. The parties shall agree certain reaction or response times in a Service Level Agreement (SLA) for the individual contract.

- 11.2. intive warrants that it is not aware of any intellectual property rights of third parties (patents, registered designs or design patents) which affect the use of the services/performances delivered by it. Furthermore, intive is not responsible for the verification of or freedom from such rights.
- 11.3. The customer shall inspect the services/performances provided or delivered by intive and immediately report any defects that it discovers. All services/performances of intive are subject to the commercial inspection and complaint obligations (Article 377 of the German Commercial Code (Handelsgesetzbuch – HGB)).
- 11.4. Any warranty claims of the customer shall expire by time limitation one year from delivery or from acceptance if acceptance is provided for by law.
- 11.5. Any warranty claims of the customer shall be excluded:
- if the customer has made changes to intive's service/performances without prior consent;
 - if instructions or directions of intive are not followed by the customer or the service/performances are inappropriately handled;
 - if assumptions under the individual contract are not complied with; or
 - if general framework conditions or framework conditions for third parties change, particularly due to updates of (mobile) operating systems or changes of external services (e.g. changed or new functionalities), platforms (e.g. changed interfaces) or systems (e.g. technical development),
- unless the customer proves that the defects are not attributable to this or the warranty work will not be impeded as a result or will only be impeded to an insignificant extent.
- 11.6. The customer shall report any defects in text form (e.g. by e-mail), describing the circumstances of their occurrence and their effects. It shall support intive within reasonable limits in the identification and elimination of the defect and permit it to view documents which may provide further information.
- 11.7. If a defect exists, intive will be able to eliminate the defect or provide a new delivery (supplementary performance) as it chooses according to its best judgement. Further claims of the customer remain unaffected.
- 11.8. The above warranty provisions flesh out existing statutory entitlements but do not establish any claims. Claims which are excluded under section 10.1 are not affected by this section 11.

12. Confidentiality and enticement

- 12.1. The parties undertake with respect to each other to keep secret indefinitely all information of the other contract party made available to them in connection with these General Terms and Conditions of Business or the individual contracts which is designated as confidential or due to other circumstances is identifiable as a business or company secret of the other party, and – unless it is necessary to achieve the objective of the contract or otherwise permissible – shall neither record it, pass it on or otherwise utilise it.
- 12.2. The non-disclosure obligation does not apply to information which is already known to the recipient party or becomes known to it independently of the contractual relationship without any violation of the law or was independently developed by the recipient party, or insofar as the recipient party is obliged by law to store or use the information.
- 12.3. Without the consent of the other contract party, the parties shall not actively enlist its employees who are involved in the cooperation for a period of at least one year from their last involvement in the cooperation.

13. Data protection

- 13.1. The parties shall comply with the provisions of law on data protection, particularly the provisions of the German Data Protection Act (Bundesdatenschutzgesetz – BDSG) and obligate their employees accordingly. The parties shall notify each other if the use of personal data is necessary for the provision of services. The providing party shall ensure that the permissions required under data protection regulations have been obtained and shall inform the other party if there is a concern that this is not the case.
- 13.2. The customer agrees to intive collecting, storing, processing and otherwise using, for the needs of the contract, the data with a personal reference that arises in connection with the performance of the contract. The customer shall obtain appropriate consents from the affected persons if this is necessary. If intive performs commissioned data processing in the meaning of Article 11 BDSG, the customer shall specify the use of the data under the commission in writing, if this has not yet been done in the contract.

14. Final provisions

- 14.1. intive shall have the right to name the customer as a reference in publications on the Internet and in print media. The customer shall specify the advertising materials, such as logos, approved for this and shall grant all the necessary rights. If any special requirements exist for the use (e.g. in line with its corporate identity), the customer shall communicate them. The customer shall only be named as a reference in a factually accurate manner and such naming shall be excluded if obvious justified interests of the customer are opposed to it. The customer shall have the possibility of objecting in writing for the future at any

- time to being named as a reference. It will be permitted to use up printed media which have already been created. intive will be permitted to name the customer as a reference for up to three years after the expiry/termination of the contract.
- 14.2. Claims against intive cannot be assigned to third parties either completely or partially. Article 354a HGB remains unaffected.
 - 14.3. The legal relationship between the contract parties is exclusively subject to the laws of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods (the Vienna Convention) of 11 April 1980 is not applicable.
 - 14.4. The place of performance for all the obligations that stem from the legal relationship between the contract partners is intive's registered office.
 - 14.5. All disputes stemming from or related to the contractual relationship will be exclusively settled by the national courts with jurisdiction over intive's registered office. However, intive is permitted to bring a suit against the customer at its general place of jurisdiction.

II. SPECIAL PROVISIONS FOR AGILE SOFTWARE PROJECTS

15. Scope of applicability

- 15.1. The provisions of sections 15 to 17 below apply to agile software projects. The parties will agree an agile software project, in particular, if the customer's final requirements with respect to intive have not yet been defined and like the solution itself are to be jointly developed by intive and the customer in an ongoing process. The parties will establish in the individual contract whether intive will provide its services within the framework of an agile software project (e.g. by referring to agile methods, agile procedure or Scrum).
- 15.2. If the parties agree to carry out an agile software project, these special provisions for agile software projects will apply (sections II.15 to II.17) and will take precedence over the general provisions (sections I.1 to I.14). If regulations in the general provisions are by their nature not applicable to agile software projects, they shall not apply.

16. Definitions for agile software projects

- 16.1. User Story: the User Story is a general description of the desired functionality. It contains a description of a scenario or process illustrating how the software is to behave. User Stories are prescribed by the customer. They do not represent a final service description, but provide a framework for the future design and development of the software.

- 16.2. Product Backlog: the Product Backlog contains the requirements vis-à-vis the software that follow from the User Stories. A requirement describes and details the technical implementation of the User Story. The Product Backlog is dynamic and is continually developed by the parties in order to flesh out the requirements.
 - 16.3. Product Owner: the Product Owner is responsible for deciding on the services to be performed, their properties and the order of their implementation. In particular, the Product Owner maintains the Product Backlog. In case of doubt, the Product Owner also decides what properties are to be completed by the end of a Sprint (prioritisation). The Product Owner is the customer unless the parties make an explicit arrangement to the contrary.
 - 16.4. Sprint Planning: in the Sprint Planning the requirements specified in the Product Backlog which are to be implemented in the Sprint are jointly evaluated by the parties. The requirements are then prioritised by the customer and transferred into the Sprint Backlog in consultation with intive.
 - 16.5. Sprint Backlog: in the Sprint only the requirements specified in the Sprint Backlog will be processed. The requirements summarised in the Sprint Backlog constitute the initial objective for the respective Sprint and form the basis for the test carried out in the course of the Sprint Review. The requirements for the Sprint are summarised in a separate document in text form (e.g. PDF), confirmed by the development team of both parties and communicated to the project manager of both parties (e- mail is sufficient). Changes and additions to the Sprint Backlog by either party are only possible up to the completion of the Sprint Planning and will no longer be taken into account after the beginning of a Sprint. Subsequent changes and/or additions will be entered in the Product Backlog as a new requirement and worked through in later Sprints.
 - 16.6. Sprint Review: after the completion of a Sprint, the processed requirements will be approved in the Sprint Review. For that purpose, the results of the Sprint will be presented by intive and reviewed by the Product Owner. Requirements which have been implemented by intive as agreed will be marked by the Product Owner as having been dealt with. This is considered the final approval. Requirements which have not been implemented or have been implemented incompletely or incorrectly will be entered in the Product Backlog again and implemented in one of the subsequent Sprints.
- 17. Carrying out agile software projects (e. g. Scrum procedure)**
- 17.1. The parties shall nominate competent contact persons for each other (section I.6.1). The customer's contact person must, in particular, be authorised and have the necessary expertise to make the decisions which the Product Owner is responsible for making during the implementation of the project. The parties must also nominate the members of the project team.

- 17.2. The development services performed by the contractor will be incrementally divided up by the parties, with the aid of the Scrum method, into Sprints (iterations) with a flexible duration which can be adjusted to the requirements and partial services in a Sprint which are to be developed.
- 17.3. The regular duration of a Sprint amounts to two weeks, unless a different period has been agreed. intive is obliged to provide the services according to the general state of the art of technology. The desired requirements for each Sprint will be established for each Sprint in the Sprint Planning. For this purpose the parties will use the methods envisaged by Scrum, i.e. meetings ('Sprint Planning' and 'Sprint Review'), protocols and artefacts ('Product Backlog', 'Sprint Backlog'), in which the content and the course of the project are controlled and recorded by the Product Owner. The basic content results from the User Stories and the technical requirements fleshed out on that basis, which are recorded by the parties in the Product Backlog and in the Sprint Backlog for the actual carrying out of a Sprint. If the parties do not reach agreement regarding the requirements to be recorded in the Sprint Backlog, the Product Owner shall be responsible for the final decisions on the requirements to be recorded in the Sprint Backlog and their prioritisation.
- 17.4. The parties shall establish an expected project duration at the beginning of the agile software project, within which it is intended that the development of the software will be completed. However, they agree that this will not result in any final deadline for the creation of the software. Information on possible costs based on these assumptions are merely estimates.
- 17.5. The billing for agile projects will be carried out regularly on a time basis (T&M) upon the completion of a Sprint, but not later than the end of a calendar month.
- 17.6. When the project starts, intive shall receive a prepayment to be agreed between the parties. That amount will be settled not later than with the final invoice. If the final invoice amounts to less than the prepayment, intive shall reimburse the excess amount. If the order ends prematurely, the prepayment shall be reimbursed, pro rata where applicable.

As at: March 2017

End of the General Terms and Conditions of Business