

## Preamble

These Proof of Concept Terms and Conditions (T&Cs) exclusively apply for any Proof of Concept Agreement with Neos that includes these T&Cs by reference. Customer's general terms and conditions are expressly rejected.

### 1. Notices and Written Form

- (1) Changes or additions to these T&Cs by separate agreement or contracts concluded within the scope of these T&Cs must be in writing to be effective. This also applies to the cancellation of the written form requirement itself. Notices of termination and other declarations aimed at the termination or dissolution of contractual relationships must also be made in writing.
- (2) Any amendment or supplement to these T&Cs only covers the delivery or service provision to which the separate agreement refers. A general change or amendment of these T&Cs by Neos becomes effective with its notification to the Customer, also with regards to current contracts, unless the Customer objects within four (4) weeks from the notification.

### 2. Contract Conclusion and Content

- (1) Offers by Neos are subject to change and non-binding. Orders by the Customer are not considered as accepted before an order confirmation by Neos, unless Neos by action on the basis of corresponding order or otherwise clearly indicates that the order is accepted.
- (2) The content and scope of the order result from the order confirmation by Neos. Unless otherwise agreed, Neos has the right to determine the method and type of service provision at its own discretion.

### 3. Advice, Information, Service Provision by Third Parties

- (1) Unless otherwise agreed, contracts do not include the obligation of Neos to provide information, advice or similar statements. If Neos nevertheless makes such statements, these are to be understood as non-binding suggestions. Furthermore, the Customer is obliged to request written confirmation for oral statements which are of considerable importance to him or which are to serve as a basis for essential decisions. Otherwise he cannot invoke the binding nature of the statement, unless Neos would be obliged to make such a statement in individual cases and on the basis of the order placed.
- (2) Neos is entitled to use one or more subcontractors or other suitable third parties for the fulfilment of its own contractual obligations.

### 4. Collaboration and Customer Provisions

- (1) The Customer is obliged to provide Neos at its own expense with appropriate and reasonable support for the provision of services ("Customer Provisions").
- (2) Delays due to non-performance of the Customer are not considered as default of Neos. Proven damages of Neos, in particular additional expenses or costs, which result from delays by the Customer, are charged to the Customer.

### 5. Remuneration

- (1) Invoices of Neos are due for payment without deduction within thirty (30) days from their receipt by the Customer. Invoices may be transmitted electronically. Recurring payments are due at the end of each month or the otherwise agreed period of time. Unless agreed otherwise, prices are based on the current valid price lists of Neos and are always net, i.e. excluding the value added tax to be levied if legally required.
- (2) Unless otherwise agreed, the remuneration or other payment claim of Neos shall arise for each individual delivery or service as soon as it has been rendered. All deliveries and services as well as travel costs which are not expressly covered by the agreed fee are to be reimbursed separately.

### 6. Advance Payment, Cost Estimate

- (1) Neos is entitled to request advance payments, which become due within fourteen (14) days from the announcement of the request. Advance payments may also be requested for not-self-contained parts of a delivery or service.
- (2) Cost estimates of Neos are non-binding. Neos will inform the Customer immediately if the estimated costs are expected to be exceeded.

### 7. Dates, Grace Period and Acceptance

- (1) Appointments and delivery periods are observed by Neos with the care of a prudent businessman. The conclusion of a fixed date transaction always requires a special written agreement. When rendering services or work performances, dates and deadlines communicated by Neos are based on estimates of the amount of work based on the Customer's specifications.

Dates and deadlines are only binding if they have been agreed in writing. Fixed agreed periods do not commence until the Customer has fulfilled his obligations to cooperate in each individual case. Fixed dates shall be postponed by the duration of corresponding omissions by the Customer.

- (2) Should Neos fail to meet binding deadlines or periods for delivery or other service, the Customer will grant a grace period of fourteen (14) days for subsequent delivery or service. However, the grace period shall not be longer than the original deadline set for the delivery or other service.
- (3) Neos can separately present self-contained parts of a service for acceptance.

### 8. Notice of Defects, Subsequent Performance

- (1) The Customer must notify Neos in writing of complaints about obvious defects within four (4) weeks after receipt of the delivery item or the result of another service. Otherwise, the delivery item or the service result shall be deemed to be accepted free of defects with respect to such defects. If the customer is an businessman, a legal entity under public law or a special fund under public law, then the obligation to inspect and give notice of defects shall remain in accordance with the statutory provisions of § 377 HGB. If Neos provides a service or work performance to such a Customer, the Customer has to examine the result of such service and notify Neos in writing of obvious defects immediately, at the latest however within one (1) week after its receipt. Otherwise and with respect to such defects, the result of the service shall be deemed to be accepted as free of defects. Timely dispatch of the notification is sufficient to meet the deadline. For all Customers the following applies: If defects in a delivery item or the result of other services become apparent later, they must be reported to Neos in writing within four (4) weeks of their discovery. Otherwise, the delivery item or the service result shall be deemed to be free of defects, also with respect to such defects.
- (2) If the delivery or other service provided by Neos is not free of defects, the Customer may claim subsequent performance. Subsequent performance may, at the Customer's discretion, be performed by rectification of the defect or delivery of a defect-free item. Neos is entitled to refuse the type of subsequent performance chosen by the Customer if this is associated with disproportionate costs. During the subsequent performance, price reduction or withdrawal from the contract by the Customer is excluded. A rework is considered to have failed after the second unsuccessful attempt. If the subsequent performance has failed or if Neos has refused the subsequent performance altogether, the Customer may, at his discretion, reduce the price or declare withdrawal from the contract.

### 9. Best Effort

- (1) Neos will render the PoC services on a best effort basis.
- (2) While Neos undertakes to identify benefits for Customer, Neos does not guarantee that this Proof of Concept will result in any benefit for Customer.
- (3) If and to the extent that Neos provides the PoC Services free of charge, Neos reserves the right to withdraw from this Agreement at any given time for convenience or reasonably adjust the parameters of the Services. In such event, Neos will not be subject to any penalties or damage charges.
- (4) Customer is not entitled to any work product produced by Neos during the execution of this Agreement.
- (5) Unless explicitly agreed in writing, Customer is not entitled to use the Services provided by Neos during the PoC period for productive purposes.

### 10. Liability for Defects, Limitation Periods, Other Damages, Guarantee

- (1) The Customer's rights to subsequent performance, compensation for damages and expenses for defective delivery items (§ 437 BGB) or to subsequent performance, self-performance, compensation for damages and expenses for defective results of other services (§ 634 BGB) expire in one year (deviating from § 438 and § 634a BGB). This does not apply in the following cases: If Neos has maliciously concealed the defect; if the delivery of Neos is a building; if the delivery item is used for a building in accordance with its usual use and causes a defect there; if the other service of Neos constitutes a building or a work whose success consists of a planning or monitoring service for a building; if Neos has assumed a guarantee for the quality of any other service; if the Customer is a consumer. However, the limitation period for claims against the Customer as consumer is also reduced to one year due to defects in other services, if the service provided by Neos does not consist of the delivery of a movable object, or a movable object to be manufactured or to be produced by Neos. Neos assumes no liability for defects in the delivery of a used movable object.
- (2) The Customer's right to assert further claims for damages remains unaffected.

- (3) Insofar as Neos has given a guarantee regarding a delivery item or the result of another service, Neos is also liable within the scope of this guarantee. For damages which are based on the absence of a guaranteed property, quality or durability, but which do not directly occur on the delivery item or service result itself, Neos is only liable, however, if the risk of such damage is obviously covered by the guarantee.

#### 11. Offsetting, Retention, Right to Refuse Performance, Non-Assignment

- (1) The Customer may only offset claims of Neos with undisputed or legally determined own claims. If the Customer is an businessman, a legal entity under public law or a special fund under public law, the assertion of a right to refuse performance or a right of retention is also excluded, unless such a right is undisputed or legally established.
- (2) Objectively justified doubts about the solvency of the Customer entitle Neos to make the continuation of the activities dependent on advance payments and on the settlement of outstanding invoice amounts, irrespective of any previously agreed payment terms.
- (3) The assignment of claims by the Customer requires the written consent of Neos.

#### 12. Liability

- (1) The following applies to the liability of Neos with regard to any form of fault-based liability including criminal claims: Neos is liable without limitation for damages to life, body and health as well as for all damages which are based on intentional or grossly negligent breaches of duty or on malice of Neos, its legal representatives or vicarious agents. Neos is also liable for damages caused by simple negligence, insofar as this negligence concerns the violation of such contractual obligations, compliance with which is of particular importance for the achievement of the purpose of the contract (cardinal obligations). Neos is only liable, however, to the extent that the damages are typically associated with the contract and are foreseeable. Furthermore, Neos is not liable for simple negligent breaches of non-essential contractual obligations. If Neos has covered the typical contractual risk by a liability insurance, the liability of Neos is limited to the amount of the liability insurance. Insofar as the insurer is exempt from payment, Neos shall pay compensation up to the amount of the insured sum if the corresponding conditions are met. As far as the liability of Neos is excluded or limited, this also applies to the personal liability of legal representatives and vicarious agents of Neos.
- (2) If the order involves particular risks with regards to life, body and health or the risk of particularly high financial losses, the Customer must point this out to Neos when placing the order.
- (3) The amount of any damages to be paid by Neos or the Customer shall in each case take into account in good faith the respective economic circumstances as well as the type, scope and duration of the business relationship and, if applicable, the value of the service to be rendered in favour of the obligated party.
- (4) Force majeure, industrial disputes, unrest, official measures and other, unforeseeable, unavoidable and serious events exempt the Customer and Neos from their performance obligations for the duration of the disturbance and to the extent of their effect. This also applies if the events occur at a time when the affected Party is in default. The Customer and Neos shall, to a reasonable extent, immediately provide the necessary information to each other, and adjust their obligations to the changed circumstances in good faith.

#### 13. Exemption

- (1) If the Customer provides Neos with objects, rights or information, he guarantees and warrants to Neos that he has all industrial property rights, exploitation rights, copyrights and ancillary copyrights and the corresponding rights of use required for the intended use, and that no rights of third parties are infringed by the use. The Customer alone shall be fully liable for the infringement of any third-party rights.
- (2) In the case of claims against Neos due to infringement of such third-party rights, the Customer shall indemnify Neos in full against such third-party claims, reimburse Neos for all costs of legal defence, and compensate Neos for any further damage resulting from the claim.

#### 14. Insurance

Both parties shall take out and maintain at their own expense liability insurance, in particular for personal injury, property damage and financial loss, for the duration of the contract and thereafter for the statutory period of limitation applicable at the time.

#### 15. Personnel and Subcontractors

- (1) The services under this agreement are provided by employees, vicarious agents and subcontractors of Neos (together: "personnel"). Neither Party shall be entitled to give instructions to the personnel of the other Party.
- (2) During the term of this contract and one (1) year thereafter, the Customer undertakes not to actively solicit any personnel from Neos, neither directly nor indirectly. For each violation, the Customer shall pay Neos lump sum damages in the amount of one (1) annual gross salary (including all bonus and other payments) of the respective employee or one (1) annual turnover of the respective vicarious agent or subcontractor of Neos.

#### 16. Data Protection

If the Customer commissions Neos to collect, process and/or use personal data, or provides Neos with access to personal data, including but not limited to the Customer's customers, employees or suppliers and/or other third parties, the Parties shall, at the Customer's request, enter into a separate agreement covering all applicable data protection laws.

#### 17. Contract Handling, Reimbursement of Expenses and Remuneration Claims

In the event of withdrawal, termination, contestation or revocation, Neos is entitled to reimbursement of all expenses incurred up to that point as well as to payment of a remuneration corresponding to the actual effort of performance. Neos can claim the reimbursement of expenses as well as the remuneration as lump sum either individually or together; accordingly, Neos can demand up to 20 % of the expenses or the remuneration for the entire order. In such case, the Customer is permitted to prove that the actual expenses or the remuneration corresponding to the actual expenditures are considerably lower than the lump sum determined by Neos.

#### 18. Copyrights, Sublicensing

- (1) Neos expressly reserves the copyright to delivery items and service results to which such rights may arise.
- (2) Neos grants the Customer the rights of use required for the respective purpose. Rights of use are therefore only granted to the Customer to the extent stated in the order with regards to content, time and location. Unless otherwise expressly agreed, Neos does not grant the Customer the right to allow third parties to use the work results of Neos.
- (3) Neos may use non-customer-specific data collected during the provision of services to improve and further develop its services.

#### 19. Term and Termination, Use of Services beyond Termination

- (1) The Agreement shall automatically expire at the end of the specified term.
- (2) If no term is specified, either Parties may terminate it with one (1) month's notice to the end of the month.
- (3) The right to extraordinary termination for cause remains unaffected.
- (4) If the Customer continues to use the Services beyond the expiry of the Agreement, Neos shall be entitled to charge the Customer for continued use of the Services, based on Neos' standard rates.

#### 20. Place of Performance and Jurisdiction

- (1) The place of performance is the registered office of Neos.
- (2) In business transactions with businessmen, legal persons under public law or special funds under public law, the place of jurisdiction for legal actions is the registered office of Neos.
- (3) If the place of residence or usual domicile of the Customer is unknown at the time the action is filed, or if the Customer has moved his residence or usual domicile out of the area of applicability of the laws of the Federal Republic of Germany after conclusion of the contract, the place of jurisdiction shall also be the place stipulated by Neos.

#### 21. Concluding Provisions

- (1) The invalidity of individual provisions of these T&Cs shall not affect the validity of the remaining provisions and the contracts concluded pursuant to these provisions. If individual provisions of such contracts should be ineffective or incomplete, the Customer and Neos are obliged to create an effective provision instead of the ineffective provision or gap that comes as close as possible to what the Parties economically intended.
- (2) Neither Party may transfer this Agreement or its rights and obligations under this Agreement without the prior written consent of the other Party.

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