General Terms and Conditions of Hyperganic Group GmbH, D-80799 Munich, Germany

1. General

Unless otherwise expressly agreed in writing, the following General Terms and Conditions shall apply exclusively to all contracts with Hyperganic Group GmbH - hereinafter referred to as HYPERGANIC - concerning goods and services of any kind whatsoever. Any deviating, conflicting or supplementary General Terms and Conditions of Business and Licensing of the Customer shall not become part of the contract.

2. Services provided by HYPERGANIC

HYPERGANIC undertakes to provide the contractually agreed services. In the case of deliveries, HYPERGANIC shall be entitled, in consultation with the Customer, to replace said products with technically equivalent products. HYPERGANIC shall be entitled to provide partial services if the contract provides for independent service sections.

Software shall be delivered in the contractually agreed form with regard to both the delivery medium and the delivery method. The Customer shall be responsible for setting up, installing and commissioning the software. Consultancy and/or maintenance and servicing services shall be included in HYPERGANIC's obligation to perform if this is expressly stated in the contracts concluded. In the case of services, HYPERGANIC shall provide them carefully and in accordance with the state of the art.

HYPERGANIC shall not be responsible for ensuring that the delivered software works together with a specific hardware or software configuration available at the Customer's premises. The performance obligations in connection with the delivery of software shall be limited to the provision of the program on one or more data carriers suitable for transfer to the computer or the provision of a corresponding download, to the delivery of the user documentation belonging to the program, and to the granting of a simple, non-exclusive right of use, which may also be limited in time in accordance with the contractual agreements. A transfer of the program on suitable data carriers is equivalent to a transfer of the program by remote data transmission, unless the Customer has selected a specific type of delivery. The subject of the contract is the software in accordance with the program documentation valid at the time of the conclusion of the contract and the functionalities specified therein. HYPERGANIC shall not be obligated to deliver updates (modifications, extensions and improvements) or upgrades of the Software unless corresponding contracts entitle the Customer to receive updates or upgrades free of charge, at a reduced price or subject to a charge. The agreed delivery or performance dates shall be non-binding unless dates have been expressly agreed as binding.

If HYPERGANIC is unable to meet an agreed deadline because the Customer fails to fulfill an obligation to cooperate incumbent upon it in a timely manner, the Customer shall not be entitled to assert any claims for default.

The occurrence of unforeseen events beyond HYPERGANIC's control, such as force majeure, industrial actions, delay by suppliers, breach of contractual obligations by the Customer, shall entitle HYPERGANIC to postpone performance for the duration of the impediment and a reasonable start-up period.

3. Transfer of Risk

The risk of accidental loss shall pass to the Customer upon handover of the delivery items to the Customer. In case of shipment of goods, the risk shall pass to the Customer upon handover of the delivery items to the forwarding agent, carrier or similar.

4. Retention of Title

HYPERGANIC shall retain the right to use software and ownership of the items supplied until all claims have been satisfied in full. Until full payment of the remuneration owed or, in the case of a continuing business relationship, until settlement of all HYPERGANIC's claims due under the business relationship, the Customer may not dispose of items delivered by HYPERGANIC. If, contrary to this prohibition, the Customer nevertheless sells the items, it shall assign to HYPERGANIC already today by way of security all claims to which it is entitled from the resale which is hereby accepted by HYPERGANIC.

5. Obligation of the Customer to Cooperate

The Customer shall inspect the subject matter of the contract upon receipt. If any errors occur, the Customer shall report them to HYPERGANIC without delay, describing in detail the symptoms that have occurred and its hardware and software environment in order to enable HYPERGANIC to identify and understand the error. The Customer shall provide support in any reasonable form in the elimination of the error. Unless otherwise agreed or prohibited by law, the Customer shall provide HYPERGANIC, at its own expense and risk, with all data and information of its corporate sphere required for the performance of the service and, in the case of program development, with the data required for this purpose.

Insofar as the Customer provides data carriers, these must be flawless in terms of content and technology. If this is not the case, the Customer shall be obligated to compensate HYPERGANIC for all damages arising from the use thereof and shall indemnify HYPERGANIC to this extent against claims of third parties.

The Customer shall regularly back up its data and archive and keep available the respective current backup.

The aforementioned duties to cooperate constitute essential contractual obligations.

6. Offsetting

The Customer shall only be entitled to set off any outstanding claims of HYPERGANIC if its counterclaim has been acknowledged by HYPERGANIC or has been established by a court of law by a final and non-appealable decision.

7. Rights of Use

If HYPERGANIC provides the Customer with software that HYPERGANIC has produced or distributes as licensor, the provisions of the End User License Agreement for HYPERGANIC Software ("**EULA**") and - insofar as the EULA have not been agreed or do not contain a corresponding provision - the following license terms shall apply with priority. HYPERGANIC shall grant the Customer other rights of use only with an express written agreement.

As of payment of the agreed remuneration by the Customer, HYPERGANIC shall grant the Customer the simple, non-exclusive and non-transferable right to use the software and other work results created by HYPERGANIC in accordance with these provisions and in compliance with the documentation and the agreed purpose of use. The granting of rights is conclusive and therefore limited to the aforementioned rights. In particular, HYPERGANIC reserves all distribution, exhibition, demonstration, performance and publication rights to the software.

Unless overriding contractual conditions permit him/her to do otherwise, the Customer is only entitled to use the software on one end device (hardware) at a time. If the Customer changes the hardware, he must delete the software from the mass memory of the hardware previously used. Simultaneous storage, keeping in stock or use on more than one hardware is not permitted. The software may not be used by remote data transmission (remote access). The Customer may only duplicate the subject of the license to the extent necessary for proper use. Necessary duplications include the installation of the software from the original data carrier to the mass storage of the hardware used as well as the loading of the software into the working memory and the creation of a backup copy, insofar as this is necessary for the proper use of the software. Any further duplication is not permitted.

This also applies to the user manual and other documentation.

The transfer of the subject of the license (user manual, software and documentation) to third parties by the Customer is not permitted.

The Customer shall not be entitled to remove or modify copyright notices, serial numbers or other features of the software serving identification purposes. The Customer shall carefully store the registration codes provided to it by HYPERGANIC and protect them from access by unauthorized third parties.

Insofar as the software supplied is software which HYPERGANIC has not manufactured, the above terms and conditions shall apply in addition to the license terms of the respective manufacturer.

8. Patent and Copyright

HYPERGANIC has ownership rights and copyrights to the delivered software, hardware or other delivery items or such rights have been granted to HYPERGANIC by third parties.

Insofar as the rights have been granted to the Customer by HYPERGANIC in return for a one-time or ongoing fee, such grant shall not become effective until the Customer has paid the remuneration owed in full. In the event of a permanent business relationship with HYPERGANIC, the requirement of full payment of the remuneration owed shall be replaced by the settlement of all HYPERGANIC's claims due under the business relationship.

9. Warranty

HYPERGANIC shall provide warranty for material defects of Deliveries primarily in accordance with the provisions of the EULA and - insofar as the EULA have not been agreed or do not contain a corresponding provision - in accordance with the following rules:

In order for the defect to be properly remedied, the Customer must sufficiently describe the defect so that it can be determined by HYPERGANIC. Furthermore, it is necessary that HYPERGANIC be provided with the necessary documents for the elimination of the defect.

In the event of a justified notice of defect given in due time, HYPERGANIC shall be obliged to rectify the defect or to replace the defective parts at its own discretion within a reasonable period of time and at its own expense. In the event of final failure of the rectification or replacement delivery, the Customer may, after expiry of a reasonable grace period, demand a reduction of the remuneration or withdraw from the contract. All costs incurred by HYPERGANIC in connection with an unjustified notice of defect shall be reimbursed by the Customer without delay.

The warranty period is 12 months from the date of purchase by the Customer.

HYPERGANIC shall in no event be liable for improper operation, maintenance or other treatment of the subject of contract by the Customer or persons acting within the Customer's sphere of influence.

HYPERGANIC shall only assume guarantees, assurances of quality or warranties of characteristics within the meaning of Sections 443 and 444 of the German Civil Code (BGB) if they are expressly designated in writing as "assurances of quality", "assurances of characteristics", "guarantees" or "warranty declarations".

10. Liability and Compensation, Statute of Limitations

HYPERGANIC shall always be liable without limitation for damage caused intentionally or by gross negligence, for damage resulting from injury to life, limb or health and insofar as an obligation exists under the Product Liability Act. The statutory limitation periods shall apply in this respect.

In all other respects HYPERGANIC shall be liable in cases of slight negligence only insofar as a material contractual obligation (cardinal obligation) has been breached. This liability shall be limited to the foreseeable damage typical of the contract.

The parties agree that the contract-typical and foreseeable damage corresponds to the net remuneration volume of the respective engagement.

HYPERGANIC's liability shall furthermore be limited to the amount of liability agreed in the individual contract or engagement. Liability for consequential and indirect damages such as loss of profit, damages due to interruption of business or loss of savings shall be excluded, to the extent this is legally permitted. These liability regulations apply to all claims for damages and reimbursement of expenses, regardless of their legal basis, including pre-contractual and ancillary contractual claims.

HYPERGANIC shall not be liable for the recovery of data unless HYPERGANIC has caused their destruction by gross negligence or intent and the Customer has made a backup copy. The duty of recovery shall be limited to the status of the last available backup copy. It shall commence upon delivery of the goods or services.

11. Prices and Terms of Payment

Deliveries and services shall be made and rendered at the binding prices and conditions of the written order confirmation.

Incidental costs or other costs incurred in connection with the execution and implementation of the contract shall be invoiced as they incur. In the event of a recurring obligation to perform on the part of HYPERGANIC, invoicing shall be carried out in accordance with the provisions of the individual contract, in case of doubt in monthly installments.

In the event of late payment, HYPERGANIC shall be entitled, in addition to claiming further damages, to charge default interest at the statutory rate or to prove higher interest damages.

12. Data Protection

Insofar as personal data of Customers is stored or processed, HYPERGANIC's privacy policy shall apply. All personal data is processed only in accordance with the provisions of the European General Data Protection Regulation, the German Federal Data Protection Act and other regulations on data protection.

13. Miscellaneous

The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is Munich if the Customer is a merchant, a legal entity under public law or a special fund under public law.

Ancillary agreements, supplements, amendments and declarations of termination must be made in writing. This also applies to the waiver of the written form.

Should one or more provisions of these terms and conditions or of the concluded contract be or become invalid or unenforceable in whole or in part, the validity of these terms and conditions or of the contract as a whole shall remain unaffected thereby. Instead of the invalid or unenforceable provision, such valid or enforceable provision shall be agreed which comes closest to the intention of the contracting parties, in particular in economic terms. The same shall apply in the event of a gap.

Hyperganic Group GmbH, Munich

(March 2021)