



General Terms & Conditions (GTC) of CRAiD GmbH

Version as of 06/2025

1. Scope

1.1 The following General Terms and Conditions (GTC) apply to all contracts for work and/or services of CRAiD GmbH. CRAiD GmbH will hereinafter be referred to as "Contractor."

1.2 These GTC apply exclusively. The customer's GTC do not apply unless their applicability is expressly acknowledged in writing by the Contractor.

1.3 In addition to these GTC, specific terms and conditions of the Contractor may apply.

1.4 A contract is concluded when a purchase order or offer is signed by both the customer and the Contractor, or by a written order from the customer and receipt of a corresponding order confirmation from the Contractor by the customer.

2. Performance Times

2.1 Unless explicitly agreed in the contract as binding (fixed date), performance times are non-binding.

3 Remuneration

3.1 A fixed price or a time and material basis remuneration is agreed upon. If remuneration is based on effort, it will be invoiced according to the current rates unless otherwise agreed.

3.2 Prices quoted by the Contractor are, unless otherwise agreed, net prices in euros.

3.3 VAT will be invoiced at the rate applicable at the time of service provision. If the VAT rate changes during the contract period, the periods with the respective VAT rates are considered separately agreed.

3.4 Fees and other charges are borne by the customer, even if these are subsequently levied unless otherwise agreed.

3.5 The Contractor may increase calculation rates and minimum amounts for services rendered under these terms and conditions by

written notice with a notice period of four (4) months. The increase becomes effective with invoicing, at the start of a billing period, or on the date stated in the notice.

4 Inflation Adjustment

4.1 The contractual parties are entitled to request a price adjustment once a year in accordance with the general economic changes as described below.

4.2 This price adjustment applies to all prices agreed in the framework contract or an individual contract for the year of the price adjustment and all subsequent years of the agreed contract duration, unless explicitly agreed otherwise.

4.3 The price adjustment will take place for the first time no less than 12 months after the contract conclusion. CRAiD will inform the customer of the adjusted prices and invoice the customer for the agreed services based on the adjusted prices from the notification date. If this price index is corrected after publication and this correction has not yet been taken into account by CRAiD in the price adjustment, CRAiD will correct the price adjustment accordingly, including retroactively.

4.4 The customer and CRAiD agree to use the "Time Series DJ7516: Wages, Manufacturing Industry including Construction, including all ancillary agreements, hourly basis Germany" published by the Deutsche Bundesbank in the Monthly Report, Statistical Section for determining the price adjustment. If this price index is no longer available or has been significantly changed, a comparable index, at least published annually and accepted by both parties, will be used instead.

4.5 The aforementioned price index can be found at the following link:

Deutsche Bundesbank Price Index



4.6 For calculating the price adjustment, the index value from the past year (current index) and the index value used in the year of the last price adjustment (last used index) are taken into account. If a price adjustment has not yet been made for this contract, the index of the last year before the contract start (base year index) will be used as the last used index.

5 Other Costs

5.1 Travel times of the Contractor are reimbursed at 50% of the agreed calculation rates. Verified travel costs are reimbursed by the customer as follows: car use at €0.30 per kilometer driven; 1st class train travel, Economy Plus flights within the EU and Switzerland, Business Class for intercontinental flights, taxis, and overnight stays based on actual expenses; additional expenses for meals according to tax-acknowledged rates. The selection of means of transport and accommodation for travel is made considering economic and ecological aspects as well as any project requirements.

5.2 Waiting times caused by the customer or at the customer's request are not included in the agreed remuneration. These waiting times will be invoiced as additional costs according to the provision in clause 3.1 of these terms. If the Contractor incurs expenses due to these waiting times, these must be reimbursed by the customer separately.

6 Third-Party Services

6.1 If the Contractor commissions a third-party service for the customer, such as production orders to third parties or the acquisition of third-party rights (e.g., image rights, audio rights, copyright & personal rights), initially at their own expense, the customer owes the Contractor a handling fee of 15% of the respective order value for supervision, processing, and monitoring. From an expected cost of €4,000 for third-party services, the Contractor is entitled to demand immediate advance payments in the amount of the gross order value.

7 Payment Terms

7.1 Fees are due immediately after the service is provided or – in the case of work services – after acceptance or partial acceptance. If remuneration based on effort is agreed, the Contractor may alternatively invoice on a calendar-month basis.

7.2 Other costs are due upon invoicing. Invoicing occurs monthly at the end of each calendar month or after service provision. The parties may agree on the due date of installment payments or monthly flat rates. Payment requests are due upon receipt without deduction or withholding. If no payment is received within 14 days of the invoice date, the Contractor may charge default interest at the statutory rate.

7.3 The customer can only offset or withhold payments if their counterclaim is undisputed or legally established.

7.4 The Contractor may suspend work in the event of payment default until payment is made, provided a reasonable deadline set for the customer has passed without success and the amount owed is not relatively insignificant. Before resuming work, the customer must agree with the Contractor on adjusted conditions in a CR ("Change Request").

7.5 The Contractor is permitted to assign payment claims to third parties. See also 17.2.

8 Usage Rights

8.1 The usage rights granted to the customer for the performance objects are governed by the specific contractual agreements made in this regard.

8.2 If no or incomplete regulations on usage rights are included in the contract document and/or the offer accepted by the customer, the following applies:

8.2.1 The content, scope, and extent of the granting of usage rights to the performance objects, as well as any restrictions on usage rights in terms of time and location, are determined by the purpose of the contract. The customer is always granted only those usage rights necessary to use the performance objects as intended.

8.2.2 The Contractor always grants non-exclusive usage rights to the performance objects.

8.2.3 The Contractor generally does not grant the customer the right to edit. The customer is therefore specifically prohibited from giving the performance objects to third parties, especially competitors of the Contractor, or allowing them access to the performance objects to edit or modify them. Additionally, any individual editing rights granted do not extend to performance objects whose editing or modification requires source code analysis or



source code changes unless such actions are expressly permitted.

8.2.4 The customer may not transfer the granted usage rights to third parties. The customer does not receive the right to grant third parties simple usage rights or to allow third parties to use the performance objects. However, companies in which the customer holds more than 50% are not considered third parties (affiliated companies).

8.3 The granting of usage rights is subject to the condition that the agreed remuneration is fully paid by the customer. The Contractor will tolerate the use of the services within the contractual scope as long as there is no payment default.

8.4 No usage rights are granted to the customer for copyrightable works (e.g., drafts, concepts, exposés) rejected by the customer.

8.5 Inventions made jointly by employees of the customer and the Contractor or by employees of their respective affiliated companies during service provision belong jointly to both contractual partners, as do the rights to apply for protection and the rights granted to the invention. Each contractual partner has the right to use such protection rights, grant licenses to third parties, or transfer their rights without notifying or paying the other contractual partner. The contractual partners share equally in the expenses for obtaining and maintaining joint protection rights. If one contractual partner waives application in a country, the other contractual partner can apply for the protection right in that country at their own expense and has full control over the application or maintenance, with both contractual partners remaining holders of the protection right.

9 Source Code

9.1 Unless explicitly agreed in the contract, the Contractor does not provide the customer with source code. If the delivery of source code is contractually agreed, the agreements on usage rights also apply here. The Contractor does not grant more or other rights to the source code than those granted for other performance objects. No editing rights to the source code are granted.

10 Correction Loop

10.1 If a correction stage is contractually agreed upon in the performance object, the following procedure applies:

10.2 At the beginning of the correction stage, the Contractor submits the work result to the customer and requests a written statement on whether the work result is contractual. The customer declares in writing within a period set by the Contractor whether the work result is contractual or what point still requires correction.

10.3 If the correction request is not a change request according to clause 14 of these GTC, the Contractor will revise the work result without additional remuneration.

10.4 If the customer expresses further correction requests after the revision, the Contractor must inform the customer that further revision is not included in the performance object and that the further correction request will be treated as a change request.

10.5 If the performance object includes multiple correction stages, the procedure applies accordingly.

11 Customer Cooperation

11.1 The customer appoints a contact person authorized to provide and receive information and declarations of intent to the Contractor.

11.2 The customer is obliged to take the necessary cooperation actions for the provision of the agreed services, particularly providing the necessary information and documents to the Contractor. The provision of incorrect or incomplete information and documents is at the customer's expense.

11.3 The customer will provide the Contractor with sufficient, free, and secure access to their premises and systems (including remote access) and provide information, employees, and other resources necessary for the Contractor to provide the services.

11.4 If the customer grants the Contractor access to facilities and provides software, hardware, or other resources (including remote access) in connection with the provision of the services, the customer will obtain all necessary licenses or permits for the Contractor to use the mentioned resources to the extent necessary to provide the contractual services. If the licenses and/or permits mentioned above are not provided by the customer in time, the Contractor is released from their obligations to the extent affected by the non-fulfillment.

11.5 If the service must be modified due to a missing cooperation action, particularly due to the correction of already provided information



or the subsequent provision of information, this is considered a change request according to clause 14. If the Contractor sets a grace period for the customer to fulfill their cooperation obligations and this period expires unsuccessfully, the Contractor is entitled to terminate the contract.

11.6 The customer ensures that the materials provided to the Contractor for the execution of the contract are free from third-party rights that could restrict or exclude the intended use. The customer indemnifies the Contractor against all third-party claims based on existing rights to the provided materials. The customer assumes all obligations towards copyright collecting societies in this context.

11.7 The customer is responsible for ongoing data backup appropriate to the relevance of the respective data.

12 Acceptance (Work Contractual Services)

12.1 For work contractual services, the customer is obliged to accept the services provided by the Contractor if the Contractor has notified the customer in writing of the completion of the service and made the services available. If an acceptance test is applicable to the type of service, the acceptance declaration obligation only exists if the services pass the acceptance test without significant defects. The acceptance test and the acceptance declaration must – unless otherwise agreed – be carried out within two weeks of the completion notice and delivery of the service object.

12.2 If acceptance is rightfully refused, the acceptance period begins anew after renewed completion notice.

12.3 The explicit acceptance declaration is equivalent to acceptance declared through conclusive behavior, such as starting the intended use. If the customer does not declare acceptance within the set period, although they are obliged to do so according to the preceding regulations, acceptance is considered given.

12.4 The Contractor reserves the right to present the customer with partial deliveries and services for partial acceptance, provided the nature of the partial service allows for partial acceptance.

13 Warranty (Work Contractual Services)

13.1 For work contractual services, the Contractor guarantees that the agreed performance

characteristics are met and correspond to the scope of performance. The parties agree that absolute freedom from errors in software is not possible nor necessary.

13.2 The warranty period is one year, starting with acceptance. The short warranty period does not apply to compensation claims for injury to life, body, and health, nor to claims arising from warranties provided by the Contractor or cases where the Contractor has acted with intent or fraudulently concealed a defect.

13.3 If the customer discovers defects after acceptance that were present at acceptance but not obvious, they must notify the Contractor immediately, at the latest within two weeks of discovery. The defect notice must be submitted in writing and include a qualified error description that allows the Contractor to trace the reported defect. If the notice is not made in time and properly, the service object is considered approved concerning this defect, and warranty claims are excluded.

13.4 The Contractor rectifies defects reported within the warranty period at their own expense. If an inspection reveals that no defect is present, the Contractor may demand payment for the time spent at the agreed daily rates if the customer could have recognized with reasonable care that no defect existed in the Contractor's service.

13.5 If possible and reasonable for the customer, the Contractor is entitled to provide an interim solution to bypass the defect until final rectification.

13.6 The warranty obligation lapses if the customer modifies the service object or has it modified by third parties, unless the customer proves that the defect or malfunction is not due to the modifications made by them or third parties.

13.7 If significant defects are not rectified by the Contractor within a reasonable period after receipt of the proper defect notice but are mitigated by a reasonable interim solution, the customer must set a further reasonable grace period for the Contractor. Any circumstances within the customer's sphere that prevent, hinder, or delay defect rectification are at the customer's expense. If the Contractor fails to rectify the defect within the grace period, the customer may – if the value or suitability of the service is reduced – choose to reduce the price or rescind the contract. Compensation



and contract rescission are excluded for minor defects.

14 Third-Party Rights

14.1 The customer ensures that the service objects provided to the Contractor are free from third-party rights that could restrict or exclude the execution of the contract.

14.2 The Contractor is only obliged to check the legal admissibility of the service objects (especially usage rights, modification rights, competition and trademark rights, generative development of any content by artificial intelligence) if expressly commissioned by the customer. In this case, the customer bears the fees and costs incurred by the Contractor and third parties (lawyers, authorities, etc.) at market rates unless otherwise agreed. Similarly, the Contractor is not obliged to check the correctness of any factual statements about the customer's products and services contained in the service objects provided or approved by the customer. The Contractor is not obliged but entitled to make their services the subject of protection right applications.

15 Change Requests

15.1 If the customer wishes to change the services owed by the Contractor, they submit this change request ("Change Request" / "CR") in writing to the Contractor.

15.2 A change request exists, among others, if a.) the customer makes new requirements for the service object not previously agreed upon; or b.) the customer makes a requirement for the service object that was expressly agreed not to be part of the service object; or c.) the customer specifies a requirement for the service object differently than previously agreed.

15.3 The Contractor examines the impact of the change request on the service object, particularly concerning remuneration and deadlines. The Contractor informs the customer in writing if the change request is unreasonable for the Contractor or under what conditions the change request can be implemented.

15.4 The customer decides within a period specified by the Contractor whether to accept the offer to implement the change request. If no agreement is reached within the period specified by the Contractor, the original service object remains unchanged.

15.5 If the examination of the change request hinders compliance with deadlines, the

Contractor informs the customer. The customer and Contractor will then ensure adjustments to the deadlines. The Contractor is not in default if the customer and Contractor cannot agree on the postponement of these deadlines due to the examination of a change request.

15.6 If the Contractor and customer do not agree to change the service object due to the change request, the customer must reimburse the Contractor for the expenses incurred in examining the change request, creating a change proposal, and any waiting times. The costs of the expenses are calculated according to the agreed daily rates.

16 Contractor's Liability

16.1 The total liability of the Contractor for damages due to simple negligence in connection with an individual order is limited to the amount of €500,000 (five hundred thousand euros) or, if higher, the amount the customer paid for the services from the Contractor under that agreement (for recurring services in the twelve months before the last liability-triggering event). The Contractor is not liable for indirect damages or economic consequential damages (including lost profits or revenues and missed savings) in cases of simple negligence. These liability limitations apply collectively to the Contractor, its affiliated companies, contractors, and suppliers.

16.2 The following amounts are not subject to the above limitations: i) payments to third parties referred to in the following paragraph, ii) compensation claims in connection with personal injuries (including death), iii) losses or damages caused by the breach of a guarantee undertaken by the Contractor in connection with a transaction under this agreement, and iv) damages caused by intent or gross negligence.

16.3 If a third party makes claims against the customer based on an infringement of an industrial property right or copyright through the contractual use of a service provided by the Contractor under an individual contract, the Contractor will defend the customer against these claims and reimburse the customer for all damages imposed by a court or included in a settlement previously approved by the Contractor, provided the customer promptly i) notifies the Contractor in writing of such claims, ii) provides the information requested by the Contractor, and iii) leaves all defense measures and settlement negotiations to the



Contractor and agrees to reasonable cooperation, including efforts to mitigate damages.

16.4 The Contractor assumes no liability for claims based on products from other providers or products or services not provided by the Contractor; or for claims based on infringements or violations of third-party rights caused by content or materials, designs, or specifications provided or approved by the customer, or by the use of outdated versions or releases of a Contractor's product that could have been avoided by using the current release or version.

17 Subcontractors/Assignment

17.1 The Contractor is permitted to use subcontractors for service provision.

17.2 The Contractor is entitled to assign or transfer individual rights and obligations from this contract wholly or partially to or upon its affiliated companies, but also to transfer the contract in its entirety, provided this does not impair the legitimate interests of the customer. Furthermore, the contractual parties agree that the assignment of rights from a contract, except for payment claims of the Contractor, requires the prior consent of the other party. Consent may only be refused for good cause. The sale of a part of the Contractor's business that affects all customers of the Contractor equally is not considered an assignment in the aforementioned sense. Additionally, a third party cannot derive any rights from this contract.

18 Termination

18.1 The parties may terminate a contract for good cause without notice in writing if the other party does not fulfill their contractual obligations – even after a reasonable grace period has been granted. Termination without notice is excluded for minor breaches of contract.

18.2 Ordinary termination with a notice period of 1/4 of the project duration, but at least 2 months, is permitted for each party. In the event of termination by the customer, the customer is obliged to pay for the services rendered up to the contract termination date as well as the materials delivered up to that date (in the case of extraordinary termination due to a reason attributable to the Contractor, only those materials that are usable for the customer) and to reimburse the Contractor for

any other costs and claims arising from the provisions of this contract or statutory provisions.

18.3 Provisions that are by nature not time-limited continue after the termination of the contractual relationship; this also applies to any legal successors and authorized representatives.

19 Retention of Title

Materials and other items delivered by the Contractor remain the property of the Contractor until all claims against the customer arising from the business relationship are fulfilled.

20 Data Processing for Own Purposes

20.1 The customer agrees that CRAiD GmbH (hereinafter "CRAiD") collects, processes, and uses their contact data for the purpose of handling the contractual relationship and maintaining business relations with the customer. Contact data are business-related contact information made accessible to CRAiD by the customer; in particular, names, job titles, business addresses, business phone and fax numbers, and email addresses of the customer's employees or third parties. The customer further agrees that the contact data will be made accessible to and processed and used by the respective subcontractors for the purposes mentioned in this paragraph.

20.2 CRAiD GmbH is entitled to use the contact data of the customer's employees for marketing purposes, either by itself or through third parties, for advertising products and services via phone, fax, or email. The customer and their employees have the right to object to the collection, processing, and use of their contact data for marketing purposes at any time by notifying CRAiD.

20.3 The customer agrees to the transfer of contact data to countries outside the European Economic Area for the purposes mentioned in the two preceding paragraphs, provided that CRAiD ensures an adequate level of data protection through appropriate measures. This can be achieved, for example, by concluding the standard contractual clauses published by the EU Commission or other contractual agreements approved by the competent data protection supervisory authority.



21 Follow-Up Orders

The customer can place follow-up orders for services up to an amount of €50,000 (fifty thousand euros) informally in writing, by email, or orally. A contract is concluded upon receipt of the order confirmation from the customer by the Contractor.

22. Press Releases/References

22.1 The Contractor is entitled to reference services provided or to be provided for the customer on its own website, other digital channels, and in its own materials or in materials for advertising purposes or competitions for self-promotion. Furthermore, the Contractor may publish press releases about the customer's order and the project for self-promotion after prior coordination with the customer. Additionally, neither party has the right to use the trademarks, company logos, or other identifiers of the other party or any of their companies in advertising or publications without prior written consent from the other party.

23 Limitation

The parties agree that claims arising from this contract – unless otherwise regulated in clause 12 (Warranty) of these General Terms and Conditions – are subject to a three-year limitation period. This excludes claims for which a longer period is mandatorily provided by law.

24 Responsibility

The parties agree that, except for payment obligations, neither party is responsible for the non-fulfillment of obligations for reasons beyond their control.

25 Export and Import Laws

25.1 The contractual parties are responsible for complying with all applicable export and import laws and related regulations on embargoes and economic sanctions, including those of the United States of America, which prohibit or restrict the export, re-export, transfer of products, technologies, services, or data, directly or indirectly, to certain countries or for certain end uses or end users. The customer acknowledges that the Contractor may use global resources (personnel with temporary residence permits on-site as well as personnel at locations worldwide). The customer will not provide the Contractor or its affiliated compa-

nies with content subject to export controls or requiring export licenses.

25.2 Notwithstanding any other provisions in this contract, neither party is obliged to perform any actions that violate applicable law or are punishable under applicable law.

26 Disagreements

Any disagreements or complaints will initially be resolved amicably by the parties. In particular, each party will allow the other to fulfill their obligations in an appropriate manner before taking legal action for non-fulfillment of a contractual obligation.

27 Jurisdiction and Place of Performance

The place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship, as well as the place of performance, is Berlin, if the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law.

28 Applicable Law

This contract, including these General Terms and Conditions, is governed exclusively by the law of the Federal Republic of Germany. The application of the UN Sales Convention and German international private law is excluded. This text is subject to German law and is to be interpreted according to German legal understanding. Any attached English version serves only for information and is not part of these GTC. In the event of discrepancies between the German and English versions, only the German version applies.

29 Written Form

Any contract conclusion as well as changes and additions to the contract must be in writing. This also applies to any agreement that invalidates or amends this clause. Declarations transmitted in text form by the parties meet the written form requirement within the meaning of these terms and conditions unless otherwise agreed individually in the contract.

30 Partial Invalidity

Should any provision in these General Terms and Conditions be or become invalid, the validity of all other provisions remains unaffected.