inovex GmbH | General Terms and Conditions (GTC)

Last updated: July 2026

1. General, Scope

1.1 These General Terms and Conditions ("**GTC**") are an integral part of all contracts concluded between inovex GmbH (commercial register: District Court of Mannheim HRB 502126 I Registered office: Ludwig-Erhard-Allee 6, 76131 Karlsruhe Germany) ("**inovex**") and its contractual partners ("**Customers**"), unless otherwise agreed in writing in individual cases.

1.2 Unless otherwise expressly agreed, inovex is entitled to have the contractual services performed by companies within the inovex Group, including inovex Switzerland AG and other companies affiliated with inovex in accordance with Sections §§ 15 et seqq. of the German Stock Corporation Code (AktG) both in Germany and abroad (collectively, the "**inovex Group**").

1.3 These GTC in their current version shall also apply to future contracts concluded between inovex and the same Customer, without inovex having to refer to them in each individual case. They shall be deemed to be accepted by Customer at the latest when inovex provides the service.

1.4 These GTC apply to the exclusion of all others. Any deviating, conflicting or supplementary general terms and conditions of Customer shall only become part of the contract if inovex has expressly consented to their application in writing.

1.5 Where the expressions 'in writing', 'written form' or any other similar expressions are used in these GTC, this shall refer to 'in writing' In the sense of § 126 German Civil Code. The electronic exchange of copies, documents signed by hand, and documents with a simple electronic signature (e.g., using DocuSign or Adobe Sign) shall suffice. Unless expressly stated otherwise in these GTC, the exchange of simple e-mails shall not suffice.

1.6 Legally relevant declarations and notifications by Customer which are submitted to inovex after the conclusion of the contract (e.g., setting of deadlines, warning notices, declaration of rescission), shall be submitted at least in text form (simple e-mail is sufficient) to be deemed effective, unless expressly stated otherwise in these GTC.

2. Subject Matter of the Contract

2.1 Among other services, inovex provides its Customers with consulting services, trainings, software development services, hosting and operational services. The subject matter of the contract concluded between inovex and Customer results from the offer as provided by inovex and accepted by Customer.

2.2 inovex provides services to Customer within the meaning of § 611 et seqq. German Civil Code. inovex only provides the performance of work within the meaning of § 631 et seqq. German Civil Code if this is expressly agreed in writing.

2.3 Customer is solely responsible for achieving its technical and financial corporate goals. As part of the provision of consulting services, inovex provides recommendations to Customers, but does not guarantee their feasibility or success.

2.4 No partnership or company of any kind is created as a result of any contract conclusion between inovex and Customer. inovex does not supply temporary workers within the meaning of the provisions of the German Act on Temporary Agency Work (*Arbeitnehmerüberlassungsgesetz*, *AÜG*).

3. Collaboration, Customer's Duty to Cooperate

3.1 For the contractual performance of services by inovex, the timely cooperation of Customer is essential. Customer therefore has a duty — in each case, free of charge and to the necessary extent —

- to designate contact persons for inovex who have the technical know-how pertaining to the requirements relating to the business processes and the technical know-how about the existing systems of Customer, and to ensure their availability to the required extent;
- to provide any necessary additional services by qualified employees in a timely manner;
- to provide and operate working areas, IT systems, data (especially test systems and test data) and telecommunications facilities along with the corresponding infrastructure to the extent required by inovex;
- to provide inovex with unimpeded remote access to the required IT infrastructure to the extent necessary and to provide the tools required for this purpose;
- to maintain the necessary operational requirements during the period in which the software is implemented;
- to report to inovex without undue delay any disruptions to Customer's IT infrastructure, which may affect the provision of services by inovex, and to also provide the information and documents conducive for diagnosis upon request; and
- to provide inovex without undue delay with all the information required by inovex for the contractually compliant provision of services.

3.2 If inovex is unable to fulfill its contractual obligations due to Customer's failure to cooperate, inovex is released from its obligation to provide the services.

3.3 If Customer's fulfillment of its cooperation duties is delayed or insufficient, deadlines (see Clause 5) shall be postponed accordingly. In this case, inovex' claim to payment of the remuneration according to Clause 11 shall remain unaffected in its entirety. Costs incurred by inovex as a result of Customer's delayed fulfilment or non-fulfilment of its obligations to cooperate shall be reimbursed by Customer to a reasonable extent.

3.4 If software or consulting projects are carried out, inovex and Customer shall each, upon request by inovex, designate an employee ("**Project Manager**") to lead the project for the entire duration of said project, and appoint a substitute for each designated Project Manager. In this case, inovex and Customer shall authorize the Project Managers and their substitutes to submit binding, project-related declarations of intent on their behalf, or in any case to effect decisions relevant to the project by authorized representatives without undue delay.

4. Agile Software Development

4.1 Unless otherwise expressly agreed in writing, the development of software by inovex takes place by way of an agile process according to the so-called Scrum method — a software engineering process model that follows an empirical, incremental and iterative approach to software development.

4.2 The essential basis of the cooperation between Customer and inovex is the joint formulation of specific, user-oriented requirements for the software in so-called user stories ("**User Stories**"), which contain a description of the software functions along with the intentions, tasks, the software interfaces and the interaction of the software functions, as well as the information that is required and that is to be generated. Before User Stories can be implemented, they must have a sufficient degree of specification/concretization.

4.3 The parties will jointly determine the specific scope of performance of the contract by means of an iterative process, and will define individual goals ("**Sprint Goals**") consisting of User Stories to be put in place, which will then be implemented in certain consecutive time periods ("**Sprints**").

4.4 The parties will jointly decide on the definition of the Sprint Goal of each individual Sprint at the beginning of the respective Sprint ("**Sprint Planning**"). During the Sprint Planning, Customer shall inform inovex

about the respective current status in the intended application areas of the software, about business policy and procedural goals and priorities, and about all other specifications in Customer's sphere. inovex shall continuously advise and support Customer in determining the information that is essential for the software's actual and target status.

4.5 Customer shall — to the extent possible — describe the rough requirements for the software to be developed by inovex before the start of the project in an indexed list of clearly prioritized User Stories ("**Product Backlog**"). The parties understand that the Product Backlog is not a binding contractual definition of the scope of performance, but rather a basis for cooperation that can be flexibly and dynamically developed further. After the start of the project, in coordination with inovex, the Product Backlog shall be continuously supplemented and adjusted by Customer.

4.6 So-called Backlog Refinement shall take place once per Sprint, in which Customer and inovex jointly specify the User Stories with the highest priorities for future Sprints, and define their scope before these User Stories become the subject of a Sprint Goal ("**Backlog Refinement**"). Backlog Refinement has no impact on an ongoing Sprint.

4.7 At the end of each Sprint, inovex will generally offer Customer the software products and functionalities developed in the relevant Sprint for testing ("**Sprint Review**"). This does not constitute formal acceptance within the meaning of § 640 German Civil Code, but rather tests within the context of the provision of the services by inovex (§ 611 et seqq. German Civil Code). The result of the Sprint Review will be used during further Sprint Planning and Sprints.

4.8 A meeting will be held after a Sprint Review to check the progress of the project and identify improvement opportunities relating to the way the parties collaborate. The parties will begin the Sprint Planning for the next Sprint without undue delay following the preceding Sprint.

5. Deadlines

5.1 The dates and deadlines specified by inovex are non-binding planned dates, unless inovex has expressly indicated and confirmed these dates as binding performance dates in writing.

5.2 If inovex is unable to provide a service under the contract by the (planned) date/deadline, inovex shall inform Customer thereof at least in text form (simple e-mail is sufficient), explaining the reasons for the delay and the expected duration of the delay, as well as the new planned dates. Moreover, inovex will — to the extent possible — identify measures to avoid similar causes for a delay in the future.

5.3 If inovex is temporarily unable to provide a service under the contract due to force majeure, any deadlines will be postponed by a period that is appropriate in relation to the duration of the obstacle to performance, plus a reasonable recommencement period. Force majeure refers particularly to strikes, lockouts, interruptions in the power supply, pandemics, and other comparable events for which inovex is not responsible.

6. Impediments to Contract Implementation

6.1 During implementation of the contract, inovex shall keep a list of the technical or other circumstances that impede the scheduled implementation of the contract ("**Impediments**"). Customer shall be able to access the list of Impediments at any time and it should be discussed between the parties on a daily basis.

6.2 Customer shall ensure that Impediments that are within its area of responsibility are rectified in a timely manner (including Impediments relating to Customer's provision performances that are to be provided by third parties). The expenses incurred on the part of inovex for recognizing, analyzing and forwarding such Impediments do not fall within the contractually owed services by inovex and shall be remunerated separately by Customer in accordance with the provisions of Clause 11.

7. Intellectual Property Rights, Usage Rights

7.1 Customer acquires the right to the exclusive, perpetual and worldwide use of any software developed individually for Customer by inovex upon full payment of the agreed remuneration. This also applies to other services provided by inovex individually for Customer that are not related to the development of software.

7.2 Customer is aware of the fact that software is used as part of the provision of services by inovex and that (individual) software provided to Customer may contain components that have not been developed by inovex, but rather by third parties, in particular open-source software ("**Third-Party Components**"). Customer is hereby informed of the special risks pertaining to the use of Third-Party Components, in particular that with the use of open-source software, restrictions and/or special conditions of use may apply due to the relevant license provisions and that third-party rights may be violated. Therefore, inovex will coordinate the use of Third-Party Components with Customer in each case prior to their use and provide Customer with a copy of the relevant license provisions upon request. inovex shall only recommend such Third-Party Components, the use of which, to the knowledge of inovex, neither violate third-party property rights nor restrict the intended use by Customer at the time of their use. If Customer does not object to the use of Third-Party Components in writing, Customer shall bear the resulting risks.

7.3 With the customer's consent in text form (simple email is sufficient), inovex may use solutions based on generative artificial intelligence ("GenAI") in the course of service provision, for example by feeding data provided by the customer into GenAI or reusing content generated by GenAI. The customer is hereby made aware of the particular risks associated with the use of GenAI and the content generated by it, in particular that this may result in restrictions on use and/or the rights of third parties may be violated. If the customer agrees to the use of GenAI, customer shall bear the resulting risks.

7.4 If, within the scope of providing the services under the contract, inovex uses open-source software which falls under an OSI-compliant license and regarding which inovex develops (a) bug fixes and/or (b) general software extensions (features), inovex is entitled, notwithstanding Clause 7.1, to publish these developments in each case in its own name under the respective OSI-compliant license. In the case of (b), inovex will first obtain Customer's consent in text form, which Customer shall not unreasonably withhold. Clause 3.4 applies accordingly. If Customer does not comment within 28 calendar days after a corresponding request by inovex, consent shall be deemed to have been given. Publication by inovex in this regard means the submission of a so-called merge request in the relevant open-source software project.

8. Source Code, Documentation

8.1 If inovex develops individual software, inovex shall provide Customer with a copy of the source code of the developed software upon completion of the relevant project.

8.2 inovex shall not be obliged to provide Customer with any further software documentation. In particular, inovex shall not owe Customer the creation of a user manual, the creation and updating of an operating manual, the implementation of an online help tool, or any other user documentation.

9. Liability for Defects of Title

9.1 If third parties assert claims against Customer due to an infringement of intellectual property rights relating to the use of the services provided by inovex, Customer is obligated to inform inovex without undue delay at least in text form (simple e-mail is sufficient). inovex will, at its own discretion and own expense, meet or defend such third-party claims, or end the dispute by means of a settlement. Customer grants inovex the sole authority to decide on the defense of rights and settlement negotiations. Customer shall grant inovex the required powers of attorney in this regard in individual cases and support inovex in a reasonable manner in the defense.

9.2 In the event of an impairment of the use of (individual) software in accordance with the contract due to a defect in title, inovex shall remedy the reason for the respective complaint within a reasonable period of

time. This shall take place at inovex' discretion, either by inovex acquiring a license to continue using the relevant services or by inovex changing or replacing the relevant services to a reasonable extent.

9.3 inovex is only liable for infringements of intellectual property rights if the (individual) software was used in accordance with the contract. inovex shall not be liable if the (individual) software is modified by Customer or third parties, or if the (individual) software is incorporated or used with programs or data that were not provided by inovex or previously approved in writing by inovex, and this results in third-party claims.

9.4 inovex implements individual software according to the specifications and wishes of Customer and therefore assumes no liability for the (individual) software being free of patented inventions. Likewise, inovex does not assume liability for infringements of intellectual property rights relating to open-source software or the use of GenAI, unless stipulated in these GTC. The above exclusion of liability does not apply in cases of intent or gross negligence on the part of inovex.

9.5 If claims are asserted against inovex within the context of the aforementioned provisions in Clauses 9.3 or 9.4, Customer shall indemnify inovex upon first request.

10. Liability of inovex

10.1 inovex shall be unrestrictedly liable for (i) injury to life, limb or health caused by inovex, its legal representatives (*gesetzliche Vertreter*) or vicarious agents (*Erfüllungsgehilfen*); (ii) damage caused intentionally (*vorsätzlich*) or through gross negligence (*grob fahrlässig*) by inovex, its legal representatives or executives; (iii) damage caused intentionally by vicarious agents of inovex not named in (ii); (iv) the lack of a guaranteed quality; and (v) claims under the German Product Liability Act (*Produkthaftungsgesetz*, *ProdHaftG*).

10.2 inovex shall be liable for damages resulting from the breach of its primary obligations (*Kardinalpflichten*) hereunder by inovex, its legal representatives, executives or vicarious agents. Primary obligations are such essential obligations, the fulfillment of which is essential for the proper execution of the contract and on the fulfillment of which Customer regularly relies and may rely. If the breach of primary obligations is caused through (i) simple negligence by inovex, its legal representatives or executives; or (ii) simple or gross negligence by inovex' vicarious agents not named in (i), inovex' liability shall be limited to the amount that was foreseeable for inovex at the time the respective service was provided.

10.3 Subject to Clauses 10.1 and 10.2, inovex shall not be liable for damages resulting from the breach of obligations that do not constitute primary obligations and which (i) are due to simple negligence by inovex, its legal representatives or executives; or damage that is (ii) caused by simple or gross negligence by inovex' vicarious agents not named in (i).

10.4 Subject to Clause 10.1, inovex' total liability shall be limited to the amount of the remuneration paid or payable under to the contract.

10.5 Any other liability of inovex is excluded on the merits.

10.6 Customer shall report any damage to inovex without undue delay, at least in text form (simple email is sufficient), so as to inform inovex as early as possible and enable inovex to mitigate the effects of the damage together with Customer, where necessary. Irrespective of this reporting obligation, Customer shall take damage control measures.

10.7 Contributory negligence on the part of Customer and associated third parties, e.g., due to insufficient provision of cooperation services or secondary obligations, organizational errors, insufficient data backup or missing virus protection, shall be taken into account.

10.8 To the extent that the Customer is considered a manufacturer of a product with digital elements pursuant to Regulation (EU) 2024/2847 on horizontal cybersecurity requirements for products with digital elements ("**CRA**"), the Customer is subject to certain obligations, including those set forth in Articles 13 and 14 of the

CRA. In this respect, the Customer is solely responsible for compliance with its obligations and, subject to Clause 10.1, inovex shall not be liable for the non-fulfillment thereof.

10.9 inovex shall only be liable for loss of data or recovery if Customer has taken all necessary and appropriate data backup precautions/measures and has ensured that the data can be reconstructed from data material that is available in a machine-readable form with reasonable effort.

10.10 inovex shall not be liable for damage caused by the intended use of work equipment (e.g., work computers) provided by Customer. Customer shall be solely responsible for the proper operability of such work equipment (e.g., with regard to data privacy and data security, in particular functioning encryption and virus protection).

11. Remuneration, Invoicing

11.1 Customer shall remunerate inovex for the contractual services according to the time and material spent at the agreed hourly or daily rates. A daily rate corresponds to eight working hours. The Remuneration shall be calculated on the performance records according to inovex' time recording system in time intervals of at least 60 minutes. inovex shall only accept a flat fee payment if and to the extent that this is expressly stipulated in the offer and/or otherwise expressly agreed in writing.

11.2 The Remuneration payable to inovex does not include travel costs and expenses. Travel costs and expenses for on-premise services are to be reimbursed in full by Customer against documentation. Further details are included in the offer as provided by inovex and accepted by Customer.

11.3 inovex shall invoice the contractual remuneration as well as travel costs and expenses on a monthly basis. Invoices are due and payable by Customer within 14 calendar days upon invoicing without deductions. The agreed remuneration shall be net plus applicable value added tax.

12. Offsetting Ban, Limitation of Right of Retention

Customer may only invoke a right to set-off and only assert a right of retention to the extent that its claims have been legally established, are undisputed, or have been acknowledged by inovex.

13. Confidentiality

13.1 inovex and Customer shall maintain confidentiality for an indefinite period of time about all information that becomes known to them in the course of the fulfillment of the contract and that can be deemed trade or business secrets of the other party, and that this information is neither documented nor passed on or exploited in any other way, except to the extent necessary to achieve the respective purpose of the contract.

13.2 inovex and Customer must ensure by means of suitable contractual agreements with their employees and subcontractors that these individuals and entities are also subject to the aforementioned confidentiality obligation for an indefinite period of time.

14. Data Protection

14.1 inovex and Customer shall comply with the requirements of any applicable statutory provisions for the protection of personal data during contract execution.

14.2 To the extent that inovex comes into contact with data of Customer's clients within the scope of providing the services to Customer, and this qualifies as personal data ("**Customer Data**"), inovex shall only process this data on behalf of Customer and according to Customer's instructions, and exclusively for the purpose of fulfilling the relevant contract. In this case, inovex and Customer shall conclude a separate data processing agreement. Insofar as such an agreement has not yet been concluded with Customer, inovex can only carry out those project steps that do not involve the processing of personal data. Customer

remains responsible for the lawfulness of the processing of Customer Data and for the fulfillment of data subject rights in accordance with the statutory provisions.

15. Mutual Non-solicitation Clause

15.1 Customer is informed that the cooperation under the contract depends on a special relationship of trust between inovex and Customer. inovex and Customer are therefore obligated not to solicit or attempt to solicit employees of the other party, directly or indirectly, during the term of the contract and for a period of 12 months after its termination or expiry. This does not apply if the employee concerned has already left the services of the respective other party 6 months prior to the time of first contact by the contacting party or if the respective other party has given its written consent prior to the first contact.

15.2 If the above obligation is violated, the violating party shall be obligated to pay the damaged party a contractual penalty in the amount of the last two gross monthly salaries of the employee concerned for each case of violation. The damaged party reserves the right to claim further damages.

16. Naming as a Reference Customer

Customer agrees that inovex Group may refer to Customer in marketing materials and on inovex Group's websites, stating Customer's company name, a picture of its logo, and a brief description of Customer, for an unlimited period of time and free of charge. The customer may revoke this consent at any time with future effect, provided there is a valid reason for doing so.

17. Special Provisions for Training Courses

To the extent that inovex is commissioned to conduct training and educational programs ("Training Courses"), the General Terms and Conditions for Training (hereinafter "GTC for Training") shall apply in addition, in the version valid at the time of registration. The Training Terms and Conditions are available at www.inovex.de/training-agb and are provided to the Customer as part of the registration process. In the event of any conflict between these GTC and the GTC for Training, the GTC for Training shall take precedence.

18. Special Provisions for Contracts for Work

18.1 If and to the extent that inovex and Customer expressly agree in the offer, and/or otherwise expressly agree in writing, that inovex shall perform under a contract for works for Customer, the service to be provided by inovex results from the agreed service description.

18.2 Both parties can submit suggestions for changes, additions and upgrades to the other party with regard to the agreed service ("**Change Request**"). inovex is not obligated to implement Customer's Change Requests, but will endeavor to do so to the extent possible in relation to operational and human resources. Prior to implementing Change Requests, inovex will provide Customer with an estimate of the additional work required for review and approval. The parties will agree in writing on the implementation of a Change Request, including the resulting implications for the course of the project and the remuneration owed to inovex ("**Change of Service**") (simple e-mail is sufficient). The relevant Change of Service only becomes effective once it has been specified in writing and therefore becomes a contractual part of the service owed by inovex.

18.3 If and to the extent that inovex performs under a contract for works in exceptional cases, Customer shall accept these services in accordance with § 640 German Civil Code to the agreed extent and at the agreed time. Customer shall fully test, at its own expense, the functionality of the software released by inovex within 10 working days after receipt of the relevant declaration from inovex ("**Acceptance Test**"). Acceptance Tests shall be carried out on an IT infrastructure to which inovex has full administrative access. Customer ensures that Acceptance Tests are traceable and reproducible for inovex. inovex employees are entitled to be present during the course of Acceptance Tests conducted by Customer.

18.4 If no defects or only minor defects are found during an Acceptance Test, Customer is obligated to submit a declaration of acceptance without undue delay. If Customer discovers a significant defect during an Acceptance Test, Customer will inform inovex thereof without undue delay and describe the defect as precisely as possible together with detailed reproduction instructions. After an error analysis is carried out jointly by the parties, inovex will remedy the defect in question within a reasonable period of time. A follow-up acceptance is then carried out by Customer.

18.5 If, contrary to the above regulations, no formal acceptance is carried out, the services are deemed to have been accepted if:

- Customer does not accept the services within a reasonable period set by inovex, although Customer is obligated to do so; or
- Customer has not reported any significant defects in writing within four weeks of inovex releasing the software for acceptance in accordance with Clause 18.3; or
- Customer operationally uses the services over a period for four weeks.

18.6 inovex warrants that the services are free of any defects, which may render them unsuitable for the contractually agreed use or significantly reduce their quality, at the time of acceptance. inovex is only liable for Third-Party Components that were used and provided free of charge in the event of intent or malice. The nature and scope of liability of any third parties in relation to Third-Party Components shall be subject to the respective license provisions.

18.7 inovex will at its own discretion remedy defects through supplementary performance, either through repair or through replacement. If the repair of the same defect fails several times (at least three times) and if it is unreasonable for Customer to wait any longer, Customer may cancel the contract or reduce the agreed remuneration after a reasonable grace period and warning of refusal. Customer may also demand damages or compensation for any wasted expenses in accordance with the statutory provisions. Customer's right to opt for self-remedy according to § 634 No. 2, 637 German Civil Code is excluded.

18.8 If Impediments (see Clause 6) for which Customer is responsible (including provision of materials by Customer which were provided by third parties) result in inovex not being able to provide the contractually owed services, or not being able to do so on time or not to the agreed extent, inovex is entitled to the full remuneration in deviation from § 645 (1) German Civil Code. § 645 (2) German Civil Code remains unaffected.

18.9 inovex shall not be liable for defects in the event that Customer or third parties have made changes to the contractual software or if the contractual software is used outside of the agreed infrastructure, unless Customer can prove that the defect was not caused by the change or use outside of the agreed infrastructure.

18.10 Unless there is a case of malice, Customer's claim for supplementary performance due to a material defect or a defect in title, which does not arise from a third-party claim for return of property or another right in rem, expires within 12 months from the time of service acceptance.

18.11 Unless there is a case of intent or gross negligence, Customer's claim for supplementary performance due to a material defect or a defect in title, which does not arise from a third-party claim for return of property or another right in rem, shall become time-barred within 12 months from the time of service acceptance. This does not apply if Customer's damage is personal injury; claims for personal injury are time-barred according to the statutory limitation period.

18.12 Claims by Customer arising from a breach of an obligation not relating to a defect become time-barred within one year from the time of the claim arising, unless there is a case of intent or gross negligence. This does not apply if Customer's damage is personal injury; claims for personal injury are time-barred according to the statutory limitation period.

19. Term, Termination

19.1 The contractual term and termination provisions result from the offer as provided by inovex and accepted by Customer. If nothing is agreed in the offer in this regard, the contract is concluded for an indefinite period of time.

19.2 Subject to deviating regulations in the respective contract, contracts can be terminated by either party with a notice period of 6 weeks to the end of a calendar month.

19.3 The parties' right to extraordinary termination of the contract without notice for compelling reasons (§ 314 German Civil Code) remains unaffected. A compelling reason that entitles inovex to terminate the contract without notice exists in particular if:

- Customer is in default with the payment of the remuneration or a considerable part of the remuneration for two consecutive deadlines;
- Customer is in default with the payment of an amount equal to the remuneration for two months, for a period that extends over two or more deadlines;
- insolvency proceedings have been requested for Customer's assets, insolvency proceedings have been initiated, or the opening of such proceedings is rejected due to lack of assets, or the liquidation is carried out by Customer itself or by third parties;
- Customer has grounds for insolvency within the meaning of § 17 to 19 German Insolvency Code (*Insolvenzordnung*, *InsO*); or
- the financial circumstances of Customer deteriorate to such an extent that proper fulfillment of the contract can no longer be expected, even if there are no grounds for insolvency within the meaning of § 17 to § 19 InsO.

19.4 The aforementioned provision in Clause 19.3 also applies in the event of the performance under a contract for works by inovex in accordance with Clause 18.

19.5 Any termination shall be made in writing to be deemed effective.

20. Miscellaneous

20.1 Places of performance for the contractual services are the premises of inovex in Germany.

20.2 The contract concluded between Customer and inovex and the provisions of these GTC reflect the entire agreements made between the parties regarding the subject matter of the contract and replace all previous written, oral and implied agreements. No additional agreements were made, neither written, oral or implied.

20.3 Changes or supplements to the contract must be made in writing to be deemed effective and must expressly refer to the contract. The same applies to an agreement to deviate from or cancel this requirement of written form.

20.4 Should a provision of the contract or these GTC be or become wholly or partially void, ineffective, impracticable or unenforceable, the effectiveness and enforceability of the remaining provisions shall not be affected. inovex and Customer shall replace the incorrect provision with one that comes as close as possible within the scope of the legal possibilities to what the parties would have agreed on in terms of the meaning and purpose of the contract if they had recognized the incorrectness of the provision. The same applies to any gaps in the contract or these GTC.

20.5 The German version of these GTC (available at: www.inovex.de/agb) shall prevail over the English version in the event of any dispute regarding any provisions of these GTC. The English version is a non-binding convenience translation.

20.6 The contract and these GTC, as well as all rights arising from or in connection with them, are exclusively subject to German law, to the exclusion of those standards of private international law that result in the

application of the laws of a country other than Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

20.7 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract and these GTC is Karlsruhe, Germany.

inovex GmbH
District Court of Mannheim HRB 502126
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