

cadis® - the operational TMS

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1. SUBJECT MATTER OF THE CONTRACT

- 1.1 The object of the service offered by CADIS GmbH is the provision of the cadis Transport Management System (hereinafter: cadis SaaS) as a Software as a Service (SaaS) platform for the respective Customer.
- 1.2 The scope of services of cadis SaaS is set out in the Order Form and the associated product descriptions from the order (**Annex** Product Descriptions).
- 1.3 In addition to the cadis SaaS services, the parties may agree on accompanying services in connection with the use of cadis SaaS.
- 1.4 The support included as part of the cadis SaaS service covers exclusively the rectification of faults arising from software malfunctions (Incident Management) pursuant to the Annex SLA. Support does not in particular include: questions regarding the use of the software, advice on configuration and parameterisation, process consulting, training, or changes to master data or system configurations. These services are to be commissioned separately as Professional Services / Accompanying Services and shall be remunerated at the applicable hourly rates of CADIS GmbH, unless an inclusive service budget has been agreed.

2. INVOICE AND PAYMENT

- 2.1 For the use of cadis SaaS, Customer shall pay the usage and provision fee specified in the Order Form and, if agreed, the fee for accompanying services.
- 2.2 The provision fee is due in advance on a recurring basis on the 1st of each month from the start of the Contract in accordance with the Order Form. The usage fee is due in advance on a recurring basis from the start of productive use of the system on the 1st of each month. Productive use of the system is established when the number of parallel mobile accesses exceeds 5 (five) or is used continuously over a period of 4 (four) weeks. CADIS GmbH is authorised to monitor use. The payment for accompanying services with an agreed budget is due at the start of the Contract in accordance with the Order Form, otherwise after the service has been provided.
- 2.3 The agreed fees are net fees and are to be paid plus the applicable statutory VAT.
- 2.4 CADIS GmbH has the right to demand additional payment for optional services that go beyond what was originally contractually agreed, provided that Customer wishes to use the optional service.

- 2.5 Payment is due 30 days after receipt of a verifiable monthly invoice. Default occurs if payment has not been made within 14 days of a written reminder from CADIS GmbH.
- 2.6 In the event of late payment, CADIS GmbH may demand interest for late payment at a rate of 9 percentage points above the base rate of the European Central Bank per annum.
- 2.7 In the event of late payment, CADIS GmbH is free to suspend the service in full or in part, temporarily or permanently, if payment has not been made within 30 days of a written reminder.

3. LIABILITY FOR DEFECTS

- 3.1 In the event of malfunctions, CADIS GmbH shall rectify the defect causing the malfunction within a reasonable time and with reasonable economic effort. Customer shall actively support CADIS GmbH in rectifying the malfunction and take all measures suitable for accelerating such rectification. Where necessary to rectify faults, for system administration and expansion, or for reasons of system security and the protection of user data, CADIS GmbH may temporarily restrict use. Enquiries that do not constitute a malfunction within the meaning of this clause but rather concern questions about the use or configuration of the software shall be classified as Service Requests and handled in accordance with the Annex SLA.
- 3.2 For the period during which the usability of the service deviates from that agreed in Annex SLA (cadis SaaS Service Level Agreement) due to a defect or poor performance, Customer shall have the rights set out therein.
- 3.3 CADIS GmbH is not responsible for the availability of the data connection between the transition point at CADIS GmbH and the Customer's system. The creation and maintenance of the technical requirements for receiving and using the software is the sole responsibility of Customer.
- 3.4 The warranty for cadis SaaS is excluded in the case of only insignificant reductions in the suitability of the service. Otherwise, the limitation period for defect claims arising from other services of CADIS GmbH shall be limited to twelve (12) months, commencing with the provision of the respective service.

4. LIMITATION OF LIABILITY

- 4.1 CADIS GmbH shall not be liable for damages caused by slight negligence, such as indirect or consequential damages, e.g. loss of use of the deliveries or a part thereof, loss of production, loss of profit, loss or non-fulfilment of business contracts, as well as additional operating costs for indirect special and consequential damages that Customer may incur in connection with the Contract. This does not apply to damages caused by gross negligence or intent, liability for damages resulting from injury to life, body or health, breach of a material contractual obligation (i.e. breach of obligations whose fulfilment is essential for the proper execution of the Contract and on whose compliance the user regularly trusts and may trust — cardinal obligations), or claims under the Product Liability Act.
- 4.2 In the event of slight negligence, the total liability of CADIS GmbH per contract year, regardless of the legal basis, shall be limited to the respective one-year net contract value and to damages foreseeable and typical for the Contract at the time of its conclusion.
- 4.3 CADIS GmbH's strict no-fault liability for damages (Section 536a BGB) for defects existing at the time of conclusion of the Contract is excluded.
- 4.4 Unless expressly described in the Order Form, CADIS GmbH is not liable for the success of accompanying services.

5. OBLIGATIONS OF THE CUSTOMER TO COOPERATE

- 5.1 Unless otherwise agreed between the parties, Customer is obliged to provide the cooperation required for the provision of the accompanying services.
- 5.2 Customer shall also support CADIS GmbH in the provision of its services by means of appropriate acts of cooperation, insofar as this is necessary and reasonable.
- 5.3 If Customer orders the cadis Data Integration Service, Customer is obliged to provide interface definitions for connecting the relevant host systems. If cadis Data Integration Service is not part of the order, Customer shall ensure the implementation of the CADIS standard interfaces. The relevant information will be provided by CADIS GmbH after the order has been signed.

5.4 Customer is furthermore obliged to:

5.4.1 comply with the limits set out in the authorisation of use pursuant to Section 9 and in the Order Form and Service Description;

5.4.2 refrain from doing anything that interferes with the operation of the platform;

5.4.3 refrain from any unlawful use and from any use that could cause disadvantages to CADIS GmbH or impair its image or interests;

5.4.4 refrain from granting third parties access to the Customer's own account and to take suitable precautions to prevent unauthorised third-party access to the account.

6. SUBCONTRACTOR

CADIS GmbH is permitted to engage third parties to provide the contractual services. Prior approval of subcontractors by Customer is not required. The provisions of the Data Processing Agreement remain unaffected.

7. DATA PROTECTION AND CONFIDENTIALITY

7.1 The Controller within the meaning of the General Data Protection Regulation (GDPR) is Customer; CADIS GmbH acts as Processor pursuant to Art. 28 GDPR. A Data Processing Agreement (DPA) pursuant to Art. 28(3) GDPR is concluded between CADIS GmbH and Customer. The DPA is attached to the Order Form as Annex DPA.

7.2 CADIS GmbH undertakes to comply with the relevant provisions of the GDPR and the Federal Data Protection Act (BDSG). CADIS GmbH shall impose the same obligations on any third parties engaged by it to fulfil the Contract. The fulfilment of the order generally involves the use of personal data by CADIS GmbH on behalf of Customer.

7.3 Should third parties or authorities assert claims against CADIS GmbH because Customer has culpably violated the data protection provisions of this Contract, Customer shall indemnify CADIS GmbH upon first request against all claims for damages, other claims, costs (including legal fees), or fines resulting from the violation. CADIS GmbH shall inform Customer promptly of any such claim and give Customer the opportunity to comment. Customer shall support CADIS GmbH in defending against the claims and shall provide any necessary information or documents without delay. Further claims of CADIS GmbH remain unaffected.

- 7.4 The contracting parties are obliged to treat as confidential all knowledge of confidential information, business and trade secrets of the other party obtained in the course of the contractual relationship, and in particular not to disclose them to third parties or use them for purposes other than contractual purposes. All documents and data obtained during the course of activities shall be returned or destroyed upon request, but no later than upon termination of the Contract, insofar as legally permissible. The obligation of confidentiality shall expire three years after the effective termination of the Contract.
- 7.5 Confidential information means information that a reasonable third party would consider worthy of protection or that is designated as confidential; this includes information that becomes known during an oral presentation or discussion. Confidential information may only be used for the purpose of fulfilling the obligations arising from the Contract. The obligation of confidentiality does not apply to information that the parties already lawfully know or that becomes known outside this Contract without breach of a confidentiality obligation.

8. TERM AND TERMINATION

8.1 Contract Term and Ordinary Notice Periods

The minimum contract term is twelve (12) months from the start of the Contract. The Contract automatically renews for further periods of twelve (12) months each unless it is effectively terminated.

8.1.1 Termination by Customer (Right pursuant to the EU Data Act)

Customer is entitled to terminate the Contract at any time with two (2) months' notice to the end of a calendar month. Contractual provisions providing for a longer notice period are invalid to that extent.

8.1.2 Termination by CADIS GmbH

CADIS GmbH may terminate the Contract with three (3) months' notice to the end of the respective contract period.

8.2 Extraordinary Termination for Cause

Either party may terminate the Contract in whole or in part at any time for good cause without observing a notice period. Good cause shall be deemed to exist in particular if:

- 8.2.1 Customer is more than 30 days in arrears with payments due after a reminder has been issued;
- 8.2.2 unlawful acts by a contractual partner occur in connection with the provision of the contractual services; or

8.2.3 the insolvency of a contractual partner is established, or insolvency proceedings, composition proceedings or comparable state proceedings are applied for or opened over the assets of a contractual partner.

8.3 Breach of Contract and Cure Period

If the good cause arises from the breach of a contractual obligation, termination shall only be permissible after the unsuccessful expiry of a cure period or after an unsuccessful written warning, unless a cure period is dispensable pursuant to Section 314 in conjunction with Section 323(2) BGB.

8.4 Retention and Return of Customer Data After Termination

Upon termination of the Contract, CADIS GmbH shall retain Customer's content data for three (3) months after the termination becomes effective and provide it to Customer upon request. After expiry of this period, the content data shall be irrevocably deleted by CADIS GmbH, to the exclusion of any claims for compensation.

8.5 Special Right of Termination in Case of Data Protection Violations (DPA)

The right of extraordinary termination in the event of a material or repeated breach of data protection obligations under the DPA remains unaffected. Termination of the DPA shall simultaneously result in the extraordinary termination of this Contract if the data protection violation makes lawful use of the contractual services impossible.

8.6 Early Termination Fee

If Customer terminates the Contract before the end of the minimum contract term or a renewal period, CADIS GmbH is entitled to claim a reasonable early termination fee amounting to thirty percent (30%) of the fees still outstanding until the end of the respective contract period.

The fee compensates CADIS GmbH for costs incurred in connection with the premature termination and for any price advantages granted. Separately agreed one-off services (e.g. implementation, onboarding, integration services) remain payable in full.

8.7 Switching Support

In the event of termination of the Contract, CADIS GmbH shall support Customer in transitioning to another service provider or to an internal solution.

Such support shall include in particular:

- the provision of Customer data in a commonly used, machine-readable format, and
- maintaining appropriate data security during the transition process.

Switching support shall be provided for a period of thirty (30) days following the effective date of termination.

Upon Customer's request, this period may be extended for up to seven (7) months, provided that such extension is technically feasible and reasonable.

8.8 Cost Allocation until 12 January 2027

Until and including 12 January 2027, switching support services pursuant to Section 8.7 shall be invoiced on the basis of the applicable hourly rates of CADIS GmbH, provided these reflect the actual costs incurred. From 13 January 2027, switching support services pursuant to Section 8.7 shall be provided free of charge.

9. RIGHTS OF USE

CADIS GmbH grants Customer the right required for the contractual use of cadis SaaS during the term of the Contract, exclusively for its own purposes and those of affiliated companies within the meaning of Sections 15 ff. AktG (German Stock Corporation Act). Any further granting of rights is excluded; in particular, subletting or resale is prohibited. There is no right to sub-licence.

10. FAULT RECTIFICATION AND RIGHTS IN THE EVENT OF DEFECTS IN PERFORMANCE

If cadis SaaS has a fault, CADIS GmbH shall take the necessary and appropriate measures to rectify the fault and restore operational readiness. Further details are set out in Annex SLA (cadis SaaS Service Level Agreement).

11. CHANGES TO THE SERVICE AFTER CONCLUSION OF THE CONTRACT

CADIS GmbH may further develop and adapt cadis SaaS after the start of the Contract without Customer's consent. CADIS GmbH will announce the discontinuation of essential functions or options with three (3) months' notice prior to implementation. If the change means that Customer no longer has access to originally agreed essential functionalities or that originally agreed requirements can only be fulfilled to a significantly limited extent, Customer shall have an extraordinary right of termination, which may be exercised within one (1) month of receipt of the notice. The termination takes effect at the time the discontinuation of the essential function or option is implemented.

12. RIGHTS OF RETENTION AND RIGHTS TO REFUSE PERFORMANCE

Customer's rights of retention and rights to refuse performance are excluded, unless CADIS GmbH does not dispute the underlying counterclaims or these have been legally established.

13. FORCE MAJEURE

- 13.1 CADIS GmbH is released from its obligation to perform under this Contract if and to the extent that non-performance is attributable to force majeure circumstances arising after the conclusion of the Contract despite the application of reasonable care.
- 13.2 Force majeure circumstances include, for example, war, strikes, civil unrest, expropriations, fundamental changes in the law, pandemics, epidemics, floods and other natural disasters, as well as other circumstances for which CADIS GmbH is not responsible (in particular water ingress, power failures, and interruptions or destruction of data-carrying lines).
- 13.3 CADIS GmbH shall notify Customer immediately of the event and, where foreseeable, of its expected duration.
- 13.4 If the effect of the obstacle or event is temporary, the consequences set out above shall apply only for as long as the obstacle prevents CADIS GmbH from fulfilling its contractual obligations. CADIS GmbH shall notify the other party as soon as the obstacle no longer prevents performance. CADIS GmbH is obliged to take all reasonable measures to limit the effects of the event relied upon in performing the contract.
- 13.5 If the duration of the obstacle substantially deprives the contracting parties of what they could legitimately expect under the Contract, the respective party has the right to terminate the affected Contract by notifying the other party within a reasonable period. Unless otherwise agreed, either party may terminate if the duration of the obstacle has exceeded 120 days.

14. FINAL PROVISIONS

- 14.1 Subject to individual agreements pursuant to Section 305b BGB, amendments and additions to the Contract and/or these Terms and Conditions as well as ancillary agreements must be made in writing or text form (e.g. e-mail). Text form shall suffice wherever these Terms require written form. This also applies to this clause.
- 14.2 Should any provision of this Contract be or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the economic result of the original. The same applies if the Contract contains a gap requiring supplementation.

- 14.3 Provided the requirements for an agreement on place of jurisdiction pursuant to Sections 38 and 40 ZPO are met, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be Munich. However, CADIS GmbH is entitled to sue Customer at its statutory place of jurisdiction.
- 14.4 The contractual relationship shall be governed by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and German private international law is excluded.
- 14.5 Amendments to these General Terms and Conditions
CADIS GmbH is entitled to amend these Terms and Conditions to the extent necessary in order to implement statutory or regulatory requirements or to ensure the proper functionality of the SaaS services. Customer shall be notified of any amendments in text form (e.g. by e-mail) at least two (2) months before they take effect.
- If Customer does not object to the amendments before they take effect, the amendments shall be deemed accepted. CADIS GmbH shall expressly inform Customer of this legal consequence in the notification.
 - If Customer objects in due time, CADIS GmbH shall be entitled to terminate the Contract with three (3) months' notice to the end of a calendar month.