

General Terms and Conditions of Sale, Delivery, Service and Lease (GTC)

Riedel Communications GmbH

General Terms

§ 1 Scope

(1) These General Terms and Conditions of Sale, Delivery, Service and Lease (hereinafter the „**Terms and Conditions**“) apply for any legal transaction with Riedel Communications GmbH, Uellendahler Strasse 353, 42109 Wuppertal, Germany (hereinafter „**Riedel**“) exclusively.

(2) Any differing provisions of the contractual partner (the „**Customer**“) or any of the Customer's general terms and conditions, shall not apply unless expressly agreed in writing by Riedel. This requirement of consent also applies, for example, where Riedel commences delivery or performance of the service, or the lease without raising any objection against to the Customer's terms.

§ 2 Conclusion of a Contract

(1) All offers made by Riedel are non-binding and subject to change. A contract (the „**Contract**“) between Riedel and the Customer (the „**Parties**“) shall be concluded only when Riedel has confirmed the Customer's binding order in writing (the „**Order Confirmation**“). Riedel's written Order Confirmation alone shall determine the scope of the services to be rendered by Riedel and the time of delivery or performance. The Order Confirmation shall state whether Riedel's deliveries and services constitute a sale, a lease, or the provision of services.

(2) Drawings, dimensions, weights, and other performance data set out in brochures or any other information provided to the Customer shall be binding only if expressly agreed between the Parties in writing. Such specifications shall not constitute a warranty as to characteristics, even if they are standard specifications such as a Deutsches Institut für Normung (DIN) standard, an ISO standard, a Canadian Association (CSA) standard, or any other applicable industry standard.

(3) At the latest upon the Customer placing an order with Riedel, or Riedel commencing any service, the Customer has agreed to the Terms and Conditions contained herein.

§ 3 Prices, Payment Terms

(1) Payments shall be made in accordance with the terms and deadlines set out in these Terms and Conditions or in the Contract concluded between the Parties.

(2) The prices shall be calculated by Riedel on the basis of the specifications and the respective product.

(3) Unless otherwise stipulated in the Order Confirmation, the prices specified within the Order Confirmation are valid as per current price list of Riedel plus applicable value added tax (the „**VAT**“), and any other taxes or charges (e.g., withholding tax), customs or any other applicable fees at the applicable statutory rates, and costs for packaging and freight. These costs, charges, taxes, customs, and other duties shall be borne by the Customer.

(4) The Customer undertakes to indemnify and hold Riedel harmless against any and all administrative instructions issued by any state or jurisdiction in which the Customer performs its activities, as well as any judgment holding the Customer liable for the payment of withholding taxes. The Customer shall indemnify Riedel for the full amount of such withholding taxes and any associated penalties or interest, unless such are not attributable to the Customer's fault.

(5) Deliveries and services are subject to the precondition that their fulfilment shall not contravene any national or international regulations, in particular, export control regulations, embargoes, or other sanctions (§ 10 of these Terms and Conditions).

(6) Any information provided by Riedel in an offer or the Order Confirmation regarding estimated expenses for personnel and material shall be based on the timeline specified in the offer or the Order Confirmation. The Customer acknowledges that any requested changes may result in an adaption of the calculated personnel and material costs.

(7) Notwithstanding the provision set forth in § 13 of these Terms and Conditions, Riedel may adjust the remuneration appropriately, taking into account the principle of equivalence with regard to the Customer, by way of a written adjustment declaration, in particular if cost reductions or cost increases occur several months after the conclusion of the Contract due, for example, to salary adjustments, collective wage agreements, or changes in the price of materials. Riedel shall demonstrate the reason and extent of any cost changes to the Customer transparently upon request. If the Customer does not terminate the Contract within two (2) weeks after receipt of the notice of adjustment (special right of termination), the new remuneration shall be deemed agreed. Riedel shall expressly inform the Customer thereof in the adjustment notice.

(8) The placing of orders is binding on the Customer. If Riedel, as a gesture of goodwill, agrees to take back partial quantities of unused and originally packaged products that the Customer has ordered in excess, Riedel shall be entitled to a restocking fee equal to fifteen percent (15%) of the list price.

(9) The price shall be due and payable net within ten (10) days from the date of the invoice. However, Riedel shall be entitled at any time, including within an ongoing business relationship, to execute a delivery or perform a service in whole or in part only against advance payment.

(10) In the event the Customer fails to pay by the due date, interest shall accrue at the rate of nine percentage (9%) points above the respective base interest rate per annum. Riedel reserves all rights to claim further damages for delay, as well as a lump-sum compensation for the cost of collecting delayed payments in the amount of EUR 40,00, to the extent permitted by applicable law.

(11) The Customer shall be entitled to set off any amount only to the extent that the Customer's counterclaim is undisputed or has been finally adjudicated in a legally binding judgment, and only if such claim arises from the same transaction.

§ 4 Cooperation of the Customer

(1) The Customer shall be obliged to cooperate in the performance of Riedel's services where necessary (including providing information, access to installation locations, event locations, storage and work areas, power and internet supply, frequencies, and official permits) or where such cooperation has been agreed between the Parties in the Contract. In this respect, the Customer shall be obliged to Riedel, in particular but not exclusively, to:

(1.1) provide Riedel with access to all installation sites and accreditation for access to the event location;

(1.2) provide Riedel with a sufficient power supply;

(1.3) provide Riedel with suitable office space at the event location, and access to all relevant installation locations;

(1.4) provide Riedel with air conditioning, where necessary or applicable;

(1.5) provide vehicle access permits (VAPPs) and, as the case may be, parking spaces in the immediate vicinity of the event location;

(1.6) ensure the provision of reliable and stable Wi-Fi and internet access;

(1.7) provide additional resources or staff outside the offered scope of work;

(1.8) provide Riedel with support and assistance in connection with visas or work permits if required and applicable (e.g., support letters, letters of invitation, and provision of visa-waiver accreditation);

(1.9) provide frequencies, licences, and tags (as applicable) in connection with the operation of wireless devices; and

(1.10) provide Riedel with all other support services specified in these Terms and Conditions or in the Contract between the Parties.

(2) Further, the Customer shall provide Riedel, in due time, with all information and data required for the provision of the products and for the fulfilment of Riedel's obligations under the Contract between the Parties.

(3) The Customer shall inspect the delivered products for completeness and correctness without undue delay.

(4) The Customer shall provide its cooperation in a timely manner and free of charge.

(5) Should the Customer fail to comply with the above obligations, and Riedel, as a result of such failure, be unable to fulfil its contractual obligations, the Customer shall be responsible for all consequences (including delays, costs, and damages), and Riedel shall be exempt from any liability in accordance with the provisions of § 11 of these Terms and Conditions.

§ 5 Date of Delivery, Sub-Contractors

(1) The date of delivery shall not be binding on Riedel unless the Contract between the Parties expressly stipulates a fixed date.

(2) Delivery shall be conditional upon the timely and proper performance of all of the Customer's duties and upon the clarification of all technical questions.

(3) Riedel shall not ship any goods or provide any services until Riedel has received the Customer's due payments.

(4) An agreed term of delivery shall commence only on the day specified in the Contract between the Parties, provided that the Customer has fully complied with its obligations to cooperate.

(5) If the Customer requests delivery on the delivery date specified by Riedel in the Contract and this delivery date can only be met by express delivery due to delays caused by the Customer, the Customer shall bear the additional costs incurred as a result. The same shall apply if Riedel is only

able to meet the agreed delivery date by express delivery due to unforeseeable or unavoidable circumstances, including but not limited to natural disasters and strikes. Riedel shall invoice such additional transportation costs separately.

(6) Riedel shall be entitled to engage subcontractors, freelancers, or other companies of the Riedel group to provide its services.

(7) Unless otherwise agreed in writing, all tools, models, plans, concepts or other fixtures and/or documents used and/or developed by Riedel for the performance of its services under the Contract agreed between the Parties are and shall remain the intellectual property of Riedel.

§ 6 Passing of Risk

(1) Unless otherwise stipulated in the Contract, delivery of goods shall be performed FCA Wuppertal, Germany (Incoterms® 2020).

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon handover at the latest. In the case of a sale requiring shipment of the goods to the Customer (so-called sale by dispatch – *Versendungskauf*), however, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall pass upon handover of the goods to the freight forwarder, carrier, or any other person or institution designated to carry out the shipment. If the Parties agree on acceptance, this shall determine when the risk transfers. The handover shall be deemed to have taken place if the Customer is in default of acceptance.

(3) If the Customer is in default of acceptance, fails to cooperate, or if the delivery is delayed by Riedel for other reasons caused by the Customer, Riedel shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs).

§ 7 Retention of Title

(1) Riedel shall retain title to the goods until all present and future claims arising under the Contract between the Parties and the ongoing business relationship (secured claims) with the Customer have been settled.

(2) The Customer shall be obliged to handle the goods that are subject to retention of title with due care and to insure them, at replacement value, against fire, water, and theft damage at its own expense. Claims against the insurance company are hereby assigned to Riedel upon conclusion of the Contract between the Parties, in the amount of the value of the goods that are subject to retention of title.

(3) Without limiting the foregoing, to the extent permitted by law, the Customer shall obtain from its insurer a binding commitment that, upon any covered loss affecting the goods, the insurer will pay any indemnity directly to Riedel up to the amounts owed. The Customer shall take all steps required to make the commitment opposable to the insurer and shall provide Riedel with written evidence of it upon request.

(4) The Customer shall immediately inform Riedel in writing if the goods become subject to seizure or any other encumbrances by third parties. In this event, Riedel shall be entitled to immediately claim repossession of the goods.

(5) The Customer shall be authorized, until further notice, to resell the goods in the ordinary course of its business and in compliance with export control requirements (see § 10 para 5 of these Terms and Conditions). Upon conclusion of the Contract, the Customer hereby assigns to Riedel all claims, in the amount of the final invoice amount (including VAT), arising from the resale. Riedel hereby accepts such assignment. Notwithstanding Riedel's right to claim direct payment, the Customer shall be entitled to receive payment on the assigned claims. Riedel agrees not to demand payment on the assigned claims to the extent that the Customer complies with all of its payment obligations.

(6) On Riedel's request, the Customer shall, in accordance with applicable laws, give each sub-purchaser written notice of this assignment requiring payment directly to Riedel; Riedel may also give such notice directly.

(7) Riedel undertakes to release securities upon the Customer's request to the extent that the securities exceed the secured claim by more than ten percent (10%).

§ 8 Warranty (In Case of Sale) and Software-Related Terms

(1) In the event of material defects, Riedel will, at its sole discretion, rectify the defects or deliver a defect-free goods (cure).

(2) If Riedel and the Customer have, in addition and in accordance with the Contract between the Parties, entered into a service level agreement (SLA) (such as **Riedel Care**, a **Cloud Service**, or a **Subscription**), the provisions contained therein shall apply.

(3) Riedel's products and services may include software and open-source components of third parties. Without any

General Terms and Conditions of Sale, Delivery, Service and Lease (GTC)

Riedel Communications GmbH

prejudice to § 8 para 7 of these Terms and Conditions below, any software shall be provided in accordance with the **End User License Agreement** (the “EULA”) or the respective license terms of the third-party licensor.

(4) The warranty period for brand-new goods is two (2) years from handover of the goods. For wear parts (i.e., parts that may lose their functionality within their service life if used as intended, such as rechargeable batteries or batteries) the warranty period is limited to one (1) year. In the case of used goods, the warranty granted by Riedel from the date of delivery of the goods depends on the age of the equipment: (4.1) Device age of one (1) to two (2) years: two (2) years warranty;

(4.2) Device age of two (2) to four (4) years: one (1) year warranty;

(4.3) Device age of four (4) years or older: no warranty.

(5) The Customer's claims for defects are subject to the Customer having complied with its statutory inspection and notification obligations under applicable law (including, Sec. 377, 381 of the German Commercial Code - *Handelsgesetzbuch*). If a defect becomes apparent during delivery, inspection, or at any time thereafter, Riedel must be notified immediately in writing. In any case, obvious defects must be reported in writing within two (2) working days of delivery, and defects not visible during the inspection within the same period of time after discovery. If the Customer fails to properly inspect the goods or report defects, Riedel's liability for defects not reported, not reported in time, or not reported properly is excluded in accordance with applicable law.

(6) Warranty rights of the Customer do not exist in the case of the Customer's unauthorized opening, modification, repair or alteration of the product or the product housing without Riedel's prior written consent, save for routine maintenance, software updates, end-user-replaceable parts and operations expressly permitted by the product documentation or by applicable mandatory law.

(7) Any software shall be provided in accordance with the EULA or the respective licence terms of the third-party licensor. To the maximum extent permitted by applicable law, Riedel expressly disclaims all guarantees and warranties with respect to open-source software and third-party software, which are provided “as is”. To the maximum extent permitted by applicable law, Riedel shall not be liable for any direct, indirect, consequential damages, contractual penalties or any other damages whatsoever arising out of or in connection with open-source software or third-party software. In this respect, the liability limits in § 11 of these Terms and Conditions apply.

(8) The Customer must not, directly or indirectly: (8.1) disassemble, decompile, or reverse engineer, or allow a third party to disassemble, decompile, or reverse engineer the whole or any part of the equipment or any software used or supplied with the equipment, or otherwise attempt or allow any other party to obtain the algorithms by which the equipment performs its functions, except as and to the extent that the Customer is authorized to do so under these Terms and Conditions or applicable mandatory law, nor (8.2) combine, incorporate, or use any item of equipment or software in connection with the equipment or services in any way other than as approved in writing by Riedel or in accordance with the Contract between the Parties.

§ 9 Special Warranty Provision for System Integrators, Distributors or Other Intermediaries

(1) For system integrators, distributors, or other intermediaries that do not directly use the goods themselves as intended but integrate them into systems for further distribution or otherwise distribute or sell them independently (hereinafter collectively, “**Intermediaries**”), claims under the manufacturer's warranty can only be asserted against Riedel and not against Intermediaries.

(2) The manufacturer's warranty shall be conditional upon the end customer's compliance with the requirements of § 8 of these Terms and Conditions. The warranty period of the manufacturer's warranty shall commence upon the handover of the goods to the respective Intermediary; this period shall, as a courtesy, be extended by three (3) months. The claims of the end customer shall be satisfied primarily through the manufacturer's warranty, but the end customer's statutory warranty rights and defect rights shall remain unaffected.

(3) The Intermediary shall promptly inform its end customer about the manufacturer's warranty and its conditions (e.g., deadlines, exclusions, and claims).

(4) The Intermediary shall notify Riedel, without undue delay, if an end customer makes a claim under the manufacturer's warranty against the Intermediary, and shall provide Riedel with all information necessary for processing

(including the contact information of the end customer, details of the product, details of the asserted defect, and the time of handover of the product to the Intermediary). Alternatively, the Intermediary may forward the request of the end customer directly to Riedel.

(5) The manufacturer's warranty shall not apply to the Intermediary itself. The statutory warranty and defect rights of the Intermediary shall remain unaffected.

(6) For the avoidance of doubt, Riedel shall at all times be responsible and liable solely for Riedel's own products and services, and not for products and services of third parties.

§ 10 Export

(1) The Customer is responsible for ensuring that any required import, export, and freight licences, etc., are available and that any other relevant authorisations are obtained. The Customer undertakes to provide, at its own expense, without undue delay, all information, documents, approvals, and certificates required for export, import, or shipment that are required for fulfilling the respective performance obligation. The Customer shall comply with all applicable export, sanctions, anti-corruption, anti-terrorism and trade-control laws of any jurisdiction relevant to the Customer's place of business or the place of delivery, and shall obtain any permit, licence or authorisation required before any re-export or onward transfer of the products or services or of any technical data relating thereto.

(1.1) Without limiting § 10 para 1 of these Terms and Conditions above, the Customer acknowledges that the products, services and related technical data may be subject to present and future laws, regulations and other measures of the European Union, the United Kingdom, Canada, the United States, or any other jurisdiction with authority over their export, transfer or use, governing export, re-export, transfer, sanctions, embargoes and imports (collectively, “**Trade Laws**”). The Customer shall not, directly or indirectly, export, re-export, transfer, sell or otherwise make available the products, services or related technical data: (a) to any country, person or entity targeted by comprehensive sanctions, embargoes or restricted-party listings under any Trade Laws; (b) for any end-use involving nuclear, chemical or biological weapons, missile delivery systems, or related materials or equipment; or (c) otherwise in violation of any Trade Laws.

(1.2) The Customer confirms and warrants that: (a) it is not located in, nor organised under the laws of, a country or territory subject to comprehensive sanctions or embargoes; (b) it is not owned or controlled, directly or indirectly, by any person ordinarily resident in such a country or territory; and (c) it is not listed as a designated, sanctioned or restricted person or entity on any list maintained under any applicable Trade Laws.

(2) If there are delays in the provision of services due to the aforementioned procedures and measures (approval, examination or information procedures, etc.), the deadlines and delivery dates shall be postponed accordingly, unless Riedel is solely responsible for this delay.

(3) Notwithstanding § 14 para 7 of these Terms and Conditions, if parts of the service then become legally impossible, the Parties, to that extent, shall be released from their respective obligations. The remaining part shall continue to exist and be enforceable, unless the Customer proves that the remaining part is no longer of interest to it. The Customer has no claims, or other rights due to a delay or due to a complete or partial cancellation of the Contract.

(4) Riedel shall be released from its performance obligations if any legally binding notices, directives, or statutory or other public-law provisions preclude performance. This applies, particularly, to export-control, import-control, and embargo or quota regulations, as well as foreign-exchange restrictions. The same applies to agents and suppliers if employed by Riedel.

(5) If the products to be delivered by Riedel are goods and technologies that fall within the scope of EU Regulations No. 833/2014 (Russia), No. 765/2006 (Belarus), or further applicable embargo or sanctions regulations, and the delivery is made to a third country outside the EU that is not one of the so-called “partner countries”, any (further) sale, (re)export, or other delivery of the products delivered by Riedel, directly or indirectly, unchanged or integrated into other products, to Russia or Belarus, or via third parties for use in those countries, is prohibited.

(5.1) In the event of a breach by the Customer of this § 10 of these Terms and Conditions, the Customer shall pay to Riedel, in addition to all damages, costs, and expenses incurred by Riedel (including administrative fines, and regulatory penalties), a contractual penalty in the amount equal to twenty-five percent (25%) of the purchase price of

the concerned goods and technologies. The appropriateness of the contractual penalty can be reviewed by a court.

(5.2) The contractual penalty may be set off against damages to be paid by the Customer. Riedel's right to claim further damages and losses for the breach in question remains unaffected.

(5.3) Furthermore, Riedel is entitled to declare its withdrawal from any unfulfilled contracts with the Customer and/or to terminate such contracts with immediate effect and/or to end the business relationship with the Customer.

(5.4) In addition, Riedel will inform the relevant authorities (including in the European Union and in Canada, as applicable) of any violation by the Customer of the aforementioned regulations.

(6) The Customer shall indemnify and hold harmless Riedel from and against any and all claims, penalties, fines, damages and reasonable legal and extrajudicial fees and costs arising out of or in connection with any breach by the Customer of this § 10 of these Terms and Conditions. The indemnification obligation under this paragraph survives any termination or expiry of these General Terms and Conditions, howsoever caused.

§ 11 Liability

(1) In case of damages to life, body or health, as well as damages under the terms of the German Product Liability Act (*Produkthaftungsgesetz*), Riedel shall be liable to the extent provided by applicable mandatory law.

(2) For any other damages arising from a breach of Riedel's contractual obligations, Riedel shall be liable to the extent provided below:

(2.1) In the event of a) fraud, intentional fault, or gross negligence of Riedel, Riedel's legal representatives or executive employees, or b) fraud, or intentional fault of Riedel's other vicarious agents (i.e., any other person whose services Riedel uses in the performance of its obligations, other than its legal representatives or executive employees; the “**Simple Vicarious Agents**”), Riedel shall be liable to the extent provided by applicable mandatory law.

(2.2) Subject to § 11 para 2.1., for damages caused by (a) a negligent breach of an essential contractual obligation, or (b) gross negligence of a Simple Vicarious Agent where such gross negligence does not constitute a breach of, an essential contractual obligation, Riedel's liability shall be limited to the contract-typical damages, i.e., to the damages that were typically foreseeable for the Parties at the time of entering into the Contract. Essential contractual obligations mean obligations the performance of which is necessary to enable the proper performance of the contract and on the performance of which the other party relies and is entitled to rely. All other liability of Riedel for ordinary negligence is excluded to the maximum extent permitted by applicable law.

(2.3) Riedel shall not be liable for any loss of profit, indirect damages, consequential damages, and any other possible claims of third parties, e.g., in case of a breakdown of data lines.

(2.4) Riedel shall not be liable for damages or delays of the delivery arising from any export, re-export, customs, sanctions or trade-compliance restrictions affecting the goods which have been exposed to an export to a country outside of Germany (so-called export control risk) unless the Customer can prove that the damage cannot be related to the import-related official measures and Riedel is to be held responsible for it.

(3) For any other damages not attributable to a breach of contractual obligations, Riedel's liability shall be limited to damages caused by fraud, intentional fault, or gross negligence of Riedel, Riedel's legal representatives or executive employees.

(4) Subject to any warranty and liability that cannot be excluded or limited under applicable mandatory law (including any statutory warranty of quality), Riedel shall not be liable for claims for damages in connection with the sale and supply of used goods - irrespective of the legal basis - unless Riedel, its legal representatives or performing agents have grossly negligently or intentionally breached their obligations.

(5) Otherwise, any liability of Riedel is excluded to the maximum extent permitted by applicable law.

(6) Insofar as liability is not excluded or a limitation of liability has individually been agreed and the rules of applicable law permit, Riedel's aggregate liability under or in connection with these Terms and Conditions, whether arising in contract, tort, or otherwise, is limited to the contract value set out in the applicable Contract between the Parties.

General Terms and Conditions of Sale, Delivery, Service and Lease (GTC)

Riedel Communications GmbH

§ 12 Force Majeure

(1) Riedel shall be relieved from its obligations to perform if and to the extent that the failure to perform can be attributed to circumstances of force majeure. Force majeure includes, but is not limited to: war, terrorism, civil unrest, or acts of sabotage; natural disasters or extreme weather events (including floods); labour disputes or industrial action; pandemics or epidemics; failures of power, telecommunications, data centres, or the global internet backbone (including disconnection or destruction of data-carrying conduits or water infiltrations); supplier failures, raw-material shortages, or component shortages; governmental actions, embargoes, sanctions, or regulatory requirements; as well as any event that is beyond Riedel's control.

(2) The Customer is, as a general rule, responsible for performing its project or event. In the event of a postponement or (partial) cancellation of the Customer's project or events, the Customer is liable for the resulting incurred costs. These costs may include, among other things, investments already made, lost profits, and costs that Riedel incurred in anticipation of the performance of the event or the Contract (e.g., costs for hiring staff and freelancer staff; preparation of goods and services, such as installation, setup, and configuration; travel and hotel costs; shipping and storage costs; reworks). Riedel shall make reasonable efforts to reduce the amounts payable by the Customer.

§ 13 Modification of Material Contractual Circumstances

Riedel shall have the unilateral right to terminate or withdraw from the agreement with the Customer if a change in the applicable laws or, for example, a supply shortage for which Riedel is not responsible leads to a fundamental change in the contractual circumstances. Fundamental changes shall include, but are not limited to, circumstances:

- (1) where the contractually obliged provision or receipt of services is rendered impossible;
- (2) where the continuation of the Contract would place a substantial and significant financial burden on Riedel which was not reasonably foreseeable at the time of the conclusion of the Contract; such a substantial and significant burden is generally inferred when the contractual costs increase by at least ten percent (10%);
- (3) where the performance of the Contract would be against the then applicable competition law;
- (4) where Riedel experiences a supply failure from sub-suppliers through no fault of its own (reservation of self-supply).

§ 14 Other Provisions

(1) The Parties are independent businesses, and no provision of these Terms and Conditions or the Contract between the Parties shall be construed as creating a joint venture, an employment relationship, or an agency relationship between the Parties.

(2) The Customer undertakes to comply with all rules and regulations that may be applicable with respect to the Customer's use of Riedel's products and services (including AI products and services).

(3) If the Customer is not the end user (for example, the Customer is an OEM, reseller, etc.) of a Riedel product or service, but includes Riedel's products and services, with the prior consent of Riedel, in its own or third-party products or services, the Customer undertakes to oblige any further party, to which the Riedel products and services are provided to in the supply chain to observe and comply with all the same Riedel terms and conditions (including the EULA) that the Riedel products and services are subject to when being initially provided to the Customer.

(4) The Customer may not assign any of its rights or delegate any of its obligations under the Contract without Riedel's prior written consent.

(5) No amendment, modification, supplement of any provision of the Contract, including this paragraph, is effective unless made in writing and signed by an authorized representative of each Party. There are no oral side agreements. Any individual agreements remain unaffected and take precedence.

(6) No failure or delay by Riedel in exercising any right or remedy under these Terms and Conditions between the Parties shall operate as a waiver of such right or remedy. No waiver shall be effective against Riedel unless made in writing and signed by an authorized representative of Riedel, and any such waiver shall apply only to the specific instance and purpose for which it is given.

(7) If any provision of these Terms and Conditions or the Contract between the Parties is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or

unenforceability of the remaining provisions, which shall continue in full force and effect. The Parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that, to the greatest extent possible, achieves the original commercial intent of the Parties.

(8) All declarations for terminating or otherwise ending the Contract between the Parties requires the written form.

(9) The courts in Wuppertal (Germany) shall have exclusive jurisdiction over any dispute arising out of or relating to these Terms and Conditions, subject to any mandatory provision of applicable law and provided that the Customer is a business.

(10) These Terms and Conditions shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG, also known as the Vienna Convention) and the Hague Uniform Laws on the Sale of Goods is excluded.

Special Terms Applicable to Leases and the Provision of Additional Services:

In addition to the above "General Terms" of these Terms and Conditions, the following "Special Terms" shall apply for the lease of equipment (hereinafter "**Leased Equipment**") and for the provision of additional services (if and insofar agreed between the Parties). Otherwise, the "General Terms" of these Terms and Conditions continue to apply to the "Special Terms" of these Terms and Conditions.

§ 15 Terms of Lease

Riedel reserves the right to provide the Customer with functionally equivalent Leased Equipment instead of the ordered Leased Equipment; provided that (a) the substitute Leased Equipment has specifications and certifications materially equivalent to or better than the ordered Leased Equipment, and (b) Riedel gives the Customer prior written notice identifying the substitute.

§ 16 Careful Handling of Leased Equipment

(1) The Customer shall treat the Leased Equipment diligently and carefully and shall retain the original carrying case (so-called "**Case**") used for delivery of the Leased Equipment.

(2) The Customer is only entitled to sublet or otherwise surrender the Leased Equipment to any third party with the prior written consent of Riedel. Even if such consent has been obtained, the Customer remains responsible for all acts, omissions and use of the Leased Equipment by the third party as if they were the Customer's own.

(3) Repairs by the Customer or its authorized representatives regarding the Leased Equipment are only allowed with the prior written consent of Riedel.

(4) The Customer is not permitted to carry out any alterations to the Leased Equipment or to open it. In the event of any alteration, any costs for restoration to the original condition shall be borne by the Customer.

§ 17 Device-Specific Provisions

(1) If the Leased Equipment is radio equipment, these radio sets will be delivered with pre-selected frequencies unless otherwise agreed.

(2) Transfer and use of Leased Equipment outside of the country of delivery shall only be allowed with Riedel's prior written consent (notwithstanding § 10 of these Terms and Conditions).

(3) Fees, fines, penalties or other costs associated with the use of the Leased Equipment or with the fulfilment of (or non-compliance with) official requirements shall be borne by the Customer.

§ 18 Term of Lease and Return of Leased Equipment

(1) The term of the lease is set out in the Contract between the Parties.

(2) The Contract can be terminated by the Parties without notice for cause. Such right exists for Riedel, particularly, if the Customer:

- (2.1) repeatedly defaults on due payments;
- (2.2) files for insolvency proceedings, or
- (2.3) fails to fulfil other contractual obligations despite warning.

(3) The Customer is obliged to return to Riedel, upon expiry or earlier termination of the lease, at its own expense, the Leased Equipment in delivery condition, cleaned and in the original Case in which the Leased Equipment was delivered. The return can only be carried out during Riedel's business hours.

(4) Should the Customer not return the Leased Equipment upon expiry or earlier termination of the lease, Riedel reserves the right to claim the agreed rent as compensation for the period of continued retention.

(5) Should the Customer not be able to return the Leased Equipment upon expiry or earlier termination of the lease, particularly due to loss, damage, or destruction of the Leased Equipment, the respective catalogue price of Riedel shall be invoiced to the Customer.

§ 19 Legal Consequences in the Event of Withdrawal from the Lease or Termination Before the Lease Period Begins

(1) The Customer shall bear the risk of the execution of the Contract or the event planned by the Customer and of achieving the lease purpose planned by the Customer (with the exception of the services that Riedel must provide or is responsible for under the Contract); this applies, particularly, to the services actually used as well as to external circumstances that could make performing the Contract difficult or even impossible (i.e., also in cases of force majeure).

(2) The Customer shall only be entitled to terminate or withdraw from the contract if Riedel is responsible for this withdrawal (e.g., because performing the service is impossible or the Leased Equipment has deteriorated) or if the possibility for withdrawal or termination (the "**Cancellation**") has been agreed in writing between the Parties. Cancellation or termination after the commencement of the lease is excluded.

(3) In the event that an explicit Cancellation right (withdrawal or termination) has been agreed between the Parties, the Customer shall (subject to other rules in the Contract of the Parties) pay to Riedel the following lump sums, whereby the Customer shall have the right to prove that Riedel has incurred no or less damage than the following lump sums. In the case of the contractually agreed withdrawal or termination right, for the purposes of calculating the lump sums, the price owed by the Customer (in the absence of deviating provisions in the Contract) includes all components of the order's price, such as lease price and services or work performance (*Werkleistungen*, e.g., for the preparation of the Leased Equipment, configuration, installation, etc.), as well as, as the case may be, any third-party services already contracted.

(3.1) Up to three (3) months before the beginning of the lease period or provision of the services, the obligation to pay the lease price shall be waived, with the exception of costs and expenses incurred by Riedel up to that point in time.

(3.2) Between three (3) months and one (1) month before the beginning of the lease period, fifty percent (50%) of the originally agreed lease price must be paid to Riedel.

(3.3) Between one (1) month and ten (10) days before the beginning of the lease period, eighty percent (80%) of the originally agreed lease price must be paid to Riedel.

(3.4) From ten (10) days before the beginning of the lease period, a (contractually agreed) withdrawal or termination by the Customer is precluded in all events, and the full lease price must be paid to Riedel.

(4) Riedel shall make reasonable efforts to reduce the price to be paid by the Customer in the cases specified in § 19 para 3 of these Terms and Conditions. Therefore, Riedel shall attempt, to the extent possible and reasonable, to terminate contracts with third parties and to use the goods and services already ordered or prepared or which can no longer be cancelled or be used for other events or other Customers.

§ 20 Warranty (In Case of Lease)

(1) If, at the beginning of the lease period, during a required inspection, or at any time thereafter, a defect in the Leased Equipment becomes apparent, Riedel must be notified immediately in writing. In all events, obvious defects must be reported in writing within two (2) working days from the beginning of the lease period, and defects not visible during the inspection within the same period from the time of discovery.

(2) If the Customer fails to properly inspect the goods or report defects, Riedel's liability for defects not reported, not reported in time, or not reported properly is excluded in accordance with the applicable statutory provisions.

(3) Warranty and liability for damages that were present at handover (Sec. 536a of the German Civil Code - *Bürgerliches Gesetzbuch*) shall be disclaimed unless Riedel acted intentionally or with gross negligence.

(4) The warranty period is one (1) year, starting from the end of the year when the entitlement was established and the Customer became aware of the circumstances justifying the claim or was able to acquire such knowledge without gross negligence.

§ 21 Rights of Use

(1) Riedel reserves all rights to the intellectual property of the Leased Equipment and to any developments arising during or within the scope of the Contract between the

General Terms and Conditions of Sale, Delivery, Service and Lease (GTC)

Riedel Communications GmbH

Parties (e.g., copyrights; works and copyrightable works, including computer programs, software, firmware, or source code; patents and inventions; trade secrets and know-how; database rights; drawings).

(2) The Customer must not use Riedel's intellectual property beyond the purpose of the Contract unless such use is absolutely necessary for the performance of the Contract (e.g., within the scope of the use of the Leased Equipment).

(3) For greater certainty, no provision of these Terms and Conditions transfers any of Riedel's intellectual property rights to the Customer.

§ 22 Additional Services (e.g. Provision of Personnel, Assembly, or Support)

(1) Should Riedel provide additional services to the Customer according to the Contract between the Parties, e.g., the provision of personnel, assembly, or support (first or second level support), Riedel only owes the services explicitly stipulated in the Contract.

(2) If, according to the Contract between the Parties, Riedel's services also include assistance with the installation, assembly, and support, the Customer must ensure, in a timely manner, that all conditions are met that are necessary for the performance of the services by Riedel without delay and under adequate working conditions.

(3) Particularly, the Customer is responsible, within the scope of its duty to cooperate (cf. § 4 of these Terms and Conditions), to ensure that, in the case of service provision, the personnel deployed by Riedel are informed of any possible occupational safety risks and the occupational safety concept before commencing work.

(4) The Customer shall remain solely responsible, as the operator of the establishment where the services are performed, for compliance with all applicable occupational health and safety laws, and shall indemnify, in accordance with the provision in § 11 of these Terms and Conditions, Riedel against any third-party claims arising from the Customer's non-compliance.

(5) Riedel is not obliged to examine existing equipment. If assembly, setup, and start-up are delayed due to reasons beyond Riedel's control, the Customer undertakes to bear any costs incurred according to Riedel's then current standard rates.

(6) Riedel shall provide its services with the diligence of a prudent professional and according to the state-of-the-art. Contractual work services (*Werkleistungen*), specific work results, or deliverables are not owed by Riedel.

(7) Unless otherwise agreed, Riedel shall be free to appoint any individual to provide the required services. While choosing the personnel, Riedel will reasonably take the Customer's interests into account.

(8) Both during the performance of services and for a period of two (2) years after its end, the Customer is prohibited from soliciting employees of Riedel or attempting to do so, from inciting third parties to solicit, or from assisting in solicitation activities, provided that this prohibition shall not apply to general public advertisements not specifically targeted at Riedel's employees, or to the hiring of any individual who responds to such general advertisements without prior solicitation by the Customer.

(8.1.) For each case of violation of this prohibition, the Customer shall pay a contractual penalty to Riedel in the amount equal to one (1) month's gross salary of the solicited employee per solicitation attempt. However, the appropriateness of the contractual penalty may be reviewed by a court.

(8.2) Each individual solicitation attempt against each individual employee is considered an independent violation.

(8.3) The contractual penalty may be set off against damages to be paid by the Customer. Riedel's right to claim further damages and losses for the breach in question remains unaffected.

The following provisions shall apply to all services provided by Riedel (unless stipulated otherwise):

§ 23 Confidentiality and Secrecy

(1) "Confidential Information" means, irrespective of the medium in which it is contained, particularly, any non-public, proprietary, or sensitive information, whether oral, visual, electronic, or written, including information on products (including product designs, diagrams, drawings, device schematics, specifications, algorithms, source code, APIs, communication protocols, software logic, and internal behaviours), manufacturing processes, know-how and business secrets, technical documentation (including vulnerability reports, security information, operational data, configuration details, and licensing or entitlement information), business relations (including customer lists, operational processes, and security documentation), business strategies, business plans, financial information, pricing, commercial terms, roadmaps, personnel matters, and any information marked or identified as confidential or that a reasonable person would understand to be confidential given the nature of the information. This Confidential Information was not previously known or readily accessible, neither in detail nor as a whole. It is therefore of economic value, and there is a legitimate interest in keeping it confidential.

(2) All Confidential Information that Riedel shares with the Customer shall:

(2.1) be treated as strictly confidential and shall be secured by appropriate protective measures (including technical, organisational, and administrative safeguards to protect Confidential Information from unauthorised access, disclosure, or use);

(2.2) be used solely for the purpose of exercising rights or fulfilling obligations under these Terms and Conditions;

(2.3) only be disclosed to employees, contractors, or advisers who have a legitimate need to know and who are bound by confidentiality obligations that are, at a minimum, as protective as those in these Terms and Conditions.

(2.4) For the duration of the contractual relationship between the Parties and beyond, the Customer must not make this Confidential Information available to any third party.

(3) Confidential Information is protected by Riedel through the implementation of appropriate secrecy measures and shall also be protected by the Customer accordingly. Particularly, the Customer shall use the same degree of care as it uses to protect its confidential information, but in no event less than reasonable care.

(4) All information obtained by the Customer from Riedel or created within the scope of an order, including work results, shall be returned by the Customer to Riedel or deleted or destroyed after expiry of the Contract or upon Riedel's request, including all copies. In the case of deletion or destruction, the reconstruction of the information must be rendered impossible. The complete return or deletion or destruction shall be confirmed by the Customer upon request in writing. Otherwise, § 23 para 6 of these Terms and Conditions applies.

(5) This obligation of secrecy does not apply to information that:

(5.1) is or became lawfully public without breach of a confidentiality obligation;

(5.2) is or was otherwise lawfully obtained – including from third parties – without breach of a confidentiality obligation;

(5.3) was independently developed by the Customer without reference to the Confidential Information or outside of Riedel's services; or

(5.4) is or was approved for release by Riedel in writing.

(5.5) The burden of proof for the circumstances according to § 23 para 5.1 to § 23 para 5.4 of these Terms and Conditions lies with the Customer.

(6) Mandatory disclosure or retention obligations based on statutory law, official orders, or court orders remain unaffected. In the case of disclosure based on the foregoing, the Customer shall:

(6.1) give prompt notice to Riedel of the disclosure requirement; and

(6.2) cooperate with Riedel in seeking protective measures or limiting the scope of disclosure as much as possible.

(6.3) The Customer may disclose Confidential Information of Riedel to the Customer's own group companies, contractors, and other vicarious agents only following the written consent of Riedel and subject to additional confidentiality requirements advised by Riedel.

(7) For the purposes of these confidentiality stipulations, information shall be protected as Confidential Information whether or not it qualifies for statutory protection as trade secret under applicable law.

(8) The Customer shall not acquire any ownership or (beyond the use of the Confidential Information for purposes of performing the Contract between the Parties) further rights of use in the Confidential Information of Riedel. The Customer (as recipient of Confidential Information) shall refrain from commercially exploiting or imitating the Confidential Information itself outside of the contractual agreements in any manner (particularly, by "reverse engineering", except where permitted by applicable mandatory law) or from having it exploited or imitated by third parties, and, particularly, from applying for intellectual property rights – particularly, trademarks, designs, patents or utility models – in respect of the Confidential Information.

(9) If Riedel obtains credible evidence reasonably establishing that the Customer has breached the provisions of § 23 of these Terms and Conditions, Riedel has the right to terminate the Contract immediately, and the Customer must reimburse to Riedel all product and service costs incurred up to the time of the termination.

(10) The provisions of this § 23 of these Terms and Conditions shall survive the expiry or earlier termination of the Contract between the Parties.

§ 24 Data Protection

If personal data is processed within the scope of the provision of services under the Contract between the Parties, the Parties undertake to comply with all data protection and information security laws and rules (including, where applicable, the EU General Data Protection Regulation (GDPR) and any other applicable national or subnational privacy laws). For this purpose, the Parties undertake to enter into all agreements between the Parties as may be necessary, including the data processing agreement provided by Riedel or any further necessary agreements. Information on the processing of personal data within the Riedel group can be found at <https://www.riedel.net/de/meta/datenschutz>.

§ 25 No Public Announcements

The Customer shall not, without the prior written consent of Riedel, issue any press release or public announcement regarding the existence or terms of the Contract between the Parties, or use Riedel's name, trademarks, or logos in any marketing or promotional materials, including without limitation websites, social media, customer reference lists, case studies, or investor or analyst communications. This restriction does not apply to disclosures required by applicable law or regulation. The provisions of this § 25 of these Terms and Conditions shall survive the expiry or earlier termination of the Contract.

Last updated: August 2026