

# SPECIAL TERMS FOR PROJECTS (STP).

1. **Scope.** relayr GmbH (“**relayr**”) is a corporate affiliate of relayr, Inc. and authorized to customize, adapt or further develop software or other works or products of relayr, Inc. (“**Standard Product(s)**”) for its customers (“**Customization Service(s)**”).

These Special Terms for Projects (“**STP**”) supplement relayr’s General Terms and Conditions for Supplies, Services and Licenses (“**GTC**”). relayr’s quotation, these STP and the GTC collectively constitute the “**Contract**” and shall apply to all Customization Services or other development or consultancy or similar works or services (collectively “**SoW Service(s)**”), which may include the development and/or delivery of software or other tangible or intangible service deliverables (“**Deliverable(s)**”) which relayr may provide to its business customers (“**Customer(s)**”). These STP do not apply to any hosting or *Software as a Service* services („**Application Service(s)**”). Application Services are subject to relayr’s Special Terms for Application Services („**STA**”).

2. **Scope of Service, Change Requests.** relayr will provide to the Customer the SoW Services and Deliverables expressly specified in the Contract (collectively “**Scope of Service**”). If the Customer requests a change to the Scope of Service of a Contract, it shall submit a change request in written form. Upon receipt of Customer’s request, or if relayr wishes to propose a change to the Scope of Service, relayr will, if feasible and acceptable to relayr, provide a quotation setting forth the change and how it will affect the scope, quality, timing and/or costs of SoW Services and/or Deliverables “**Change Proposal**”). Any amendments shall become valid only when the Change Proposal is confirmed in written form and negotiations thereon will not relieve either Party from its obligation to continue to consummate the Contract. Neither § 650b par. 2 of the German Civil Code (Customer Right to Enact Changes) nor § 648a par. 2 of the German Civil Code (Termination of Parts of Agreement) shall apply.
3. **Compensation and Payment.** In consideration of the SoW Services and Deliverables, the Customer shall pay to relayr the fees agreed in the Contract.
  1. Any services or deliverables, expenses, or labor and travel time outside of the Scope of Service, including, without limitation any extra effort or expense of relayr caused by delayed or non-conforming contributions of the Customer or any other breach of obligations or responsibilities of the Customer to cooperate are to be compensated on a time and materials basis at the rates set forth in relayr’s general end customer price list as amended.
  2. Fees will be invoiced according to the payment schedule agreed in the Contract. Where relayr invoices supplies or services retroactively, relayr may demand reasonable down payments.
  3. Where Customer defaults on a payment or where the amount or due date of a payment is disputed, relayr may withhold the SoW Services

under the respective Contract if the amount which is overdue or in dispute exceeds 5% of the total compensation for the Contract and the Customer fails to secure the payment of such amount through a bank guarantee. Alternatively relayr shall have the option to terminate the Contract for cause if Customer fails to pay and/or provide a bank guarantee after relayr has set a grace period of not less than two weeks threatening to terminate after expiry of such period. The foregoing provisions shall also apply to the extent that relayr is entitled to additional compensation under the preceding Sec. 1 and shall not limit application of § 643 of the German Civil Code (BGB).

4. **Title, Intellectual Property, Limited License Rights.** relayr reserves all rights in and with respect to the SoW Services, Deliverables, any user manuals or other product documentation therefor ("**Documentation**"); and/or any other documents or information provided or disclosed to Customer in connection therewith (collectively the "**relayr Assets**") as provided in the GTC. Customer shall refrain from using any relayr Assets except to the extent required for their intended purposes.

All right and title worldwide in or to any modifications, alterations or derivate works of any Standard Products discovered, developed or created by either Party in connection with the Contract shall exclusively be owned by relayr, Inc.. The Customer's right to use derivate works of any Standard Product shall be limited to the rights granted under the license terms for the respective Standard Product. Where Customer is using the Standard Product without having received a copy (Application Services), it shall not receive a copy of the derivative work. Instead, relayr will make it accessible to the Customer under the terms of the Contract governing use of the Standard Product.

5. **Acceptance, Warranty.** relayr shall provide all Services with due diligence through qualified personnel.
  1. If in the context of the Services, relayr drafts or proposes a concept, requirement or specification for a Deliverable ("**Detailed Spec.**") and this is confirmed by the Customer, relayr's contractual obligations with respect to such Deliverable shall from such confirmation be limited to conformity with the Detailed Spec.
  2. Any Deliverables which require acceptance under the Contract ("**Works**"), shall be accepted by the Customer in accordance with the GTC. Non-Conformities (as defined in the GTC) of Works or other Deliverables shall be subject to the conditions of the GTC on Warranty Claims. Any remedies in warranty shall become time-barred upon expiry of the periods stated in the GTC.
  3. Not limiting claims in damages in accordance with Sec. 7, the remedies agreed in this Sec. 6 are exclusive and any further statutory or implied warranties or remedies of similar effect are expressly waived and excluded.
6. **Liability.** relayr shall be liable in damages for any breach of contract in connection with the SoW Services, including any non-conformity of Deliverables, Services or relayr Assets, whether based on contract, tort or any other legal theory, whether for damage to property, persons, financial or any other loss, only (i) if and to the extent that relayr cannot establish that such

breach was not due to negligence imputable to relayr and (ii) within the limits agreed in the Contract and the GTC.

7. **Term and Termination.** Unless expressly otherwise agreed in the Contract, the Contract cannot be terminated except for cause. Neither § 627 nor § 648 of the German Civil Code (BGB) shall apply.