

General Terms and Conditions for Events of COMAN Software GmbH (Ltd.)

1. Scope of application

- (1) These General Terms and Conditions ("GTC") apply to all contracts and contractual offers between COMAN Software GmbH ("COMAN") and the respective participant of the event organized by COMAN ("Participant"), regardless of whether these take place physically (e.g. trade fairs and congresses; "face-to-face events") or digitally or virtually (e.g. webinars; "digital events") or as a hybrid form (e.g. live stream of a physical event; "hybrid events").
- (2) These GTC apply exclusively. Any deviating terms and conditions of the Participant shall only become part of the contract if and to the extent that COMAN has expressly agreed to their validity in writing.
- (3) Declarations of intent and business-like actions (e.g. setting deadlines, notification of defects, withdrawal or cancellation) must be submitted to the organizer in writing or in text form (e.g. email). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected.
- (4) COMAN provides services in connection with events exclusively for entrepreneurs. These Terms and Conditions therefore only apply to contractual partners who are acting in the exercise of their commercial or independent professional activity when concluding the contract (entrepreneurs) and to legal entities under public law or a special fund under public law.

2. Organizer

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3. Conclusion of contract

- (1) The contract between COMAN and the Participant is concluded upon receipt of the order confirmation sent by COMAN or on behalf of COMAN by e-mail.

4. Terms of payment

The amounts invoiced by COMAN are payable without deduction on the dates specified on the invoices, stating the invoice number. All payments must be made in euros plus VAT at the statutory rate. Unless otherwise agreed, participation fees are due no later than the day before the event.

5. Photography and filming

Photographs and film recordings (hereinafter referred to as recordings) will be made during the event. COMAN will use these for the purpose of documenting the event and possibly also for advertising other events. If persons are depicted in the recordings, they will only be used to advertise other events with the separate consent of the persons depicted. COMAN will publish the recordings in particular on COMAN websites, in social media and in printed form (programs, flyers, documentation). If events are carried out jointly with an event partner, the respective event partner is also entitled to use the recordings for documentation purposes. For this purpose, COMAN is entitled to forward the recordings to the event partner. The use of the image of persons is based on Art. 6 para. 1 sentence 1 lit. (f) GDPR. COMAN's legitimate interest lies in the documentation and reporting of publicly held events. The interests of the participants are only insignificantly affected by the documentation and reporting of the event. As a participant in a publicly advertised event, the participant must expect reporting. Should the participant not wish such use, he/she may object to such use.

6. Special regulations for face-to-face events

- (1) The event location is shown in the respective event program or on the event website.
- (2) Travel and accommodation must be organized/booked by the participant at his/her own expense.
- (3) The participant must present a valid ticket or other admission authorization at the admission control without being asked. COMAN may make admission dependent on the presentation of a negative rapid corona test result, irrespective of the applicable legal regulations. Since the access authorization is personal, the Participant may also be asked to identify himself/herself with a valid official identification document. If the participant is granted admission, they will receive a non-transferable badge (e.g. an event badge or wristband), which they must carry with them during the respective event, in particular in order to be admitted again after leaving the event rooms.
- (4) COMAN reserves the right to refuse admission to participants if they violate the house rules or appear aggressive or abusive or are under the influence of intoxicants. Weapons or dangerous objects may not be brought into the event rooms. COMAN exercises domiciliary rights at the events. Their instructions must be followed. The respective house rules of the event venue must be observed during the stay in the event rooms. In the event of violations of the house rules or unauthorized ambush/guerrilla marketing measures, the Participant may be excluded from further participation in the event and asked to leave the event rooms. Further claims of COMAN against the Participant remain unaffected.

7. Special regulations for digital events

- (1) Participation in digital events requires the use of COMAN's digital services.
- (2) The participant warrants that all data provided by him/her when registering for the digital service is true and complete. The authorization to use the Internet offer is only valid for the participant personally and is not transferable. The access data must be kept safe by the participant and may not be passed on to third parties. The Participant itself is responsible for maintaining the confidentiality of its access data and is liable for actions taken using its access data. COMAN reserves the right to temporarily or permanently block access to the Digital Service in the event of violations of these GTC (in particular due to false information during or after registration and/or unauthorized disclosure or disclosure of the access data) or hacking (in particular of the password) and/or to permanently withdraw the Participant's access with immediate effect or with a period of notice at its own discretion and/or to terminate the contract for the use of the Digital Service extraordinarily and without notice.
- (3) COMAN may also have its services performed by third parties at its own discretion.
- (4) The digital offering is partly based on content from COMAN's co-organizers, cooperation partners, sponsors and exhibitors; COMAN may also use external speakers and presenters for recordings and live broadcasts.
- (5) The Participant acknowledges that 100% availability of the digital service is not technically feasible. However, COMAN endeavors to keep the digital service available as constantly as possible. In particular, maintenance, security or capacity issues as well as events beyond COMAN's control may lead to short-term disruptions or temporary suspension of the Internet Service. The Internet service is processed using standard market software. The specified

Software requirements for registration. COMAN has no influence on the availability and error-free technical requirements of this software.

8. Special regulations for hybrid events

The special regulations for face-to-face events (Section 7) and digital events (Section 8) apply accordingly to hybrid events.

9. Speakers; copyrights

- (1) Speakers may be replaced by other speakers who have comparable qualifications in relation to the topic. There is no legal entitlement to a specific speaker. There is no entitlement to cancellation or reimbursement of costs in the aforementioned cases.
- (2) Presentations at the event will generally be held in German or English. The corresponding event documentation follows this rule. There is no entitlement to interpreting/translation.
- (3) The event-related content, in particular presentations and documentation, is protected by copyright. The use of the content is only permitted for the participant's own purposes. Passing on the content of the website to third parties is prohibited, regardless of the purpose and type of passing on.
- (4) Any further use or exploitation of the copyrighted content of any kind whatsoever, in particular by reproduction, distribution, exhibition, reproduction in non-physical form (right of public reproduction, i.e. lecture, performance and presentation, making available to the public, broadcasting, reproduction by image or sound carrier, reproduction of radio broadcasts and making available to the public) as well as recording, digitization, storage - in whatever form and on whatever carrier medium and in whatever technical form - is not permitted.
- (5) COMAN accepts no responsibility or liability for any inaccuracies in the content of the presentations and documentation.

10. Cancellation; force majeure

- (1) Participation in a booked event may be canceled by the participant up to 8 weeks before the date of the event. In this case, COMAN's claim to remuneration shall lapse; however, COMAN is entitled to charge an administrative fee, the amount of which is stated on the event website. The Participant is at liberty to prove that no damage or significantly less damage has been incurred or that the expense is less than the lump-sum compensation demanded. The participant is entitled to nominate a substitute participant. Specific information on the respective cancellation conditions will be provided for each event in the program booklet and on the respective website.
- (2) Cancellations must be made in writing or in text form.
- (3) In cases of force majeure such as war, civil war, terrorism, unrest, riots, embargoes, natural disasters, fire, epidemics, pandemics, legislative activities, court decisions or official measures, or other unforeseeable circumstances for which COMAN is not responsible, such as labor disputes, strikes or lawful lockouts, operational transport disruptions, difficulties in procuring raw materials, which prevent COMAN from fulfilling its contractual obligations, the event will be canceled. In such cases, COMAN will refund the participation fees. Further claims of the Participant are excluded.
- (4) In the event that COMAN is obliged to subsequently reduce the number of participants at an in-person event, for example due to official requirements in connection with Sars-CoV-2/Covid-19, COMAN reserves the right to cancel individual bookings shortly before the event. In this case, the "first-come-first-serve" principle will be applied and a late booking date will be canceled first. Otherwise, paragraph (4) applies.

11. Liability of COMAN

COMAN is only liable (I) for damages caused by it intentionally or through gross negligence, (II) for the culpable breach of material contractual obligations by COMAN, i.e. such obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the Participant relies and may rely (cardinal obligations), (III) for damages caused by it as a result of fraudulent misrepresentation, (IV) for damages resulting from culpable injury to life, limb or health caused by a negligent breach of duty by COMAN. Any further liability of COMAN is excluded.

12. Liability of the participant

- (1) The participant is liable for all damages caused by him, his vicarious agents, his guests or other third parties within the meaning of § 278 and § 831 BGB in connection with the event, in accordance with the statutory provisions. The application of § 831 paragraph 1 sentence 2 BGB is excluded.
- (2) The Participant shall indemnify COMAN against all claims asserted by third parties in connection with the event, insofar as the Participant, its vicarious agents or its guests are responsible for such claims. This indemnification obligation also extends to any official fines and administrative offenses (e.g. for disturbing the peace, blocking escape routes, disregarding smoking bans, photography bans, etc.) that may be imposed on COMAN or the venue in connection with the event.

13. Data protection

COMAN and, if applicable, the co-organizer expressly named in the event are entitled to inform the participants by electronic mail about similar events, services and offers. For this purpose, COMAN uses the e-mail address provided upon conclusion of the contract in accordance with Art. 6 para. 1 S. 1 lit. b) DS-GVO in conjunction with § 7 para. 3 UWG. Participants can object to the use of their data for advertising purposes and to being contacted for advertising purposes at any time with effect for the future by sending an email to datenschutz@coman-software.com or by post to COMAN Software GmbH; Lüderitzer Str. 3-5 in 39576 Stendal, Germany, without incurring any costs other than the transmission costs according to the basic tariffs. The legal basis for the use of data is Art. 6 para. 1 lit. f) GDPR. COMAN's legitimate interest arises from its interest in informing existing customers about comparable events. Since the provisions of Section 7 (3) UWG are complied with, the interests of the data subjects are sufficiently taken into account. COMAN uses service providers as processors. Personal data is not processed outside the EU. The e-mail address provided by the participant will be deleted after two years at the latest if it has not been used by then. Further information on data protection can be found at <https://coman-software.com/datenschutzerklaerung/>.

14. Publication of the list of participants

In order to enable participants to "network" and communicate with other participants during the event, the data they provide (first name, surname, title and company) will be made available to other participants on the list of participants for the event for which they have registered. The list of participants is not publicly visible, it is only available to other participants of the event in printed form, digitally as a PDF sent by e-mail or within the digital event. COMAN's legitimate interest in processing this data lies in the purpose described above (Art. 6 para. 1 sentence 1 lit. f) GDPR). As this is business contact data, the interests of the persons concerned are only insignificantly affected. Participants have the right to object to this processing by letter to COMAN Software GmbH; Lüderitzer Str. 3-5 in 39576 Stendal, Germany; or by e-mail to datenschutz@coman-software.com. Further information on data protection can be found at <https://coman-software.com/datenschutzerklaerung/>.

15. Final provisions

- (1) These GTC and the entire legal relationship between the parties are subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) To the extent permitted by law, Stendal is agreed as the place of performance and exclusive - also international - place of jurisdiction.
- (3) Agreements that deviate from these GTC must be made in writing. This also applies to amendments to this written form requirement.
- (4) Should any part of these GTC be invalid or contestable, this shall not affect the validity of the remaining provisions. In place of the legally invalid part, it shall then be deemed agreed what comes closest to the invalid part and/or what the parties would have agreed if they had been aware of the invalidity. The same shall also apply in the event that the provision should contain a loophole.