General Terms and Conditions of Data Elektronik GmbH

Status: April 2024

A. General regulations

1   Applicability/ commitment period

1.1   These General Terms and Conditions (hereinafter **"GTC"**) apply to business relationships between Inteer GmbH, Edisonstraße 10, 68309 Mannheim, Germany (hereinafter **"Provider"**) and its Customers.

1.2   The Provider Offers Customers services in connection with the provision of software and hardware products as well as the provision of IT services. Customers are exclusively entrepreneurs within the meaning of § 14 of the German Civil Code („*BGB*"). The content of the Offer is always based on the Offer/Offer documents prepared by the Provider and accepted by the Customer (**"Offer"**). In the event of contradictions between the Offer (including any attachments) and the GTC, the Offer shall take precedence. Other documents referenced in these GTC shall apply subordinately.

1.3   The Customer's general terms and conditions / terms and conditions of purchase shall not become part of the Offer instead of or in addition to these GTC unless the Provider expressly confirms this to the Customer in writing as part of the conclusion of the Offer; text form („*Textform*" in the sense of the German Civil Code) is excluded. The Customer is aware that the commencement of the provision of services by the Provider is under no circumstances to be understood as acceptance of the Customer's general terms and conditions / terms and conditions of purchase.

1.4   The Provider reserves the right to change these GTC at any time. The Customer will be informed of the changes in writing six (6) weeks before the changes come into effect. As part of this information, the Customer will be notified of the new GTC. The Customer is entitled to object to the validity of the new GTC within four (4) weeks of receipt of this notification. If the Customer fails to object, the amended GTC shall become part of the Offer after expiry of the six-week period. The Provider shall expressly draw the Customer's attention to this period in the notification of change.

1.5   Excluded from the right to amend these GTC are provisions that affect the main obligations of the Parties to the Offer and thus significantly change the relationship between the main and counter-performance obligations, as well as other fundamental changes to the contractual obligations that are equivalent to the conclusion of a new Offer. An express contractual agreement is required for such changes.

1.6   Offers made by the supplier are always subject to change; only the order/commissioning by the Customer and acceptance by order confirmation constitutes a binding Offer.

2   Services of the Provider

2.1   The services provided by the Provider as part of a business relationship generally consist of the following elements:

2.1.1   Provision of hardware and / or unlimited provision of software products from third-Party Providers or from our own development ("standard software") to the Customer (**"sale"**), details under B;

2.1.2   Temporary provision of hardware and / or standard software for use by the Customer (**"rental"**), details under C;

2.1.3   Provision and operation of the Provider's own standard software for use by Customers and their Customers in the form of temporary software licensing including Customer support (**"SaaS services"**); for details, see D.;

2.1.4   Adaptation of standard software to individual Customer requirements ("customizing") or individual software developments as part of Customer projects (**"development services"**), for details see E;

2.1.5   Service, consulting and other support services, including the ongoing support of hardware and software (collectively "**service/support services**"), details under F;

2.2   The Supplementary Terms and Conditions shall take precedence over the General Terms and Conditions insofar as they contradict them.

2.3   The Provider shall provide the services in accordance with the Offer.

2.4   The Provider shall use carefully selected own employees or third Parties as subcontractors with the necessary qualifications to provide the services. The Provider shall be entitled at any time to replace its own employees or third Parties deployed for the provision of services with employees with comparable qualifications and experience. If these employees have been communicated to the Customer by name, the Provider shall inform the Customer of the replacement.

2.5   The agreed remuneration only covers the scope of services documented in the Offer. Agreed additional services shall be invoiced separately on the basis of the agreed prices. The prices stated in the Offer shall be deemed agreed. If the service description in the Offer contains unintended gaps or ambiguities, the Provider is entitled to adjust the service description accordingly at its equitable discretion.

3   Activities of Provider employees at the Customer

3.1   If services are provided by employees or vicarious agents („*Erfüllungsgehilfe*" in the sense of the German Civil Code) of the Provider at the Customer's premises, the Customer shall provide suitable premises and equipment at its own expense, unless the Provider has assumed this responsibility.

3.2   The Customer shall ensure at its own expense through suitable organizational and spatial measures that the Provider's employees or vicarious agents are not integrated into the Customer's operations.

3.3   The Customer has no authority to give directives to the Provider's employees or vicarious agents. The Customer's authority to give directives within the framework of contracts for work and services may only be exercised vis-à-vis a legal representative or a person of the Provider designated as authorized to represent the Customer.

3.4   The Provider shall bear the tax and social security burdens associated with its activities for the Client for itself and its employees. The Provider shall be responsible for the fulfillment of all claims arising from the employment relationship of the persons working for and on behalf of the Provider. In particular, the Provider shall comply with the provisions on the statutory minimum wage vis-à-vis the Customer.

4   General obligations of the Customer

4.1   The Customer recognizes his obligations to cooperate (as specified in these GTC and, if applicable, additionally in the Offer) as a prerequisite for the provision of services by the Provider and thus as his contractual obligations.

4.2   The Customer shall name in writing at least one contact person for the Provider and an address and e-mail address at which the contact person can be reached. The contact person shall be able to make the necessary decisions for the Customer or bring them about immediately. The contact person shall ensure good cooperation with the contact person at the Provider.

4.3   The Customer shall inform the Provider immediately of any changes to his communication data.

4.4   The Customer shall protect the usage and access authorizations assigned to it for software as well as identification and authentication safeguards against access by third Parties and shall not pass them on to unauthorized users. The Customer shall change passwords at regular intervals and, where possible, secure access by means of multi-factor authentication. The aforementioned obligations shall also be fulfilled if the Customer receives a password which serves to identify the Customer to the Provider when making declarations relating to the contractual relationship. Persons who use the Customer's password when making such a declaration shall be deemed by the Provider to be authorized by the Customer to make the respective declaration. If, due to the Customer's fault, third Parties use the Provider's services by misusing the passwords, the Customer shall be liable to the Provider for this.

4.5   Insofar as operation of the services on the Customer's systems ("**own operation**") exists or has been agreed, the provision of the services is subject to certain requirements with regard to the technical infrastructure used by the Customer. The Customer shall inform himself about the essential functional features of the services and their technical requirements (e.g. with regard to browser, client hardware and network connection) and observe these. He bears the risk as to whether the services meet his requirements and circumstances.

4.6   Insofar as own operation by the Customer exists or has been agreed, the Customer shall ensure the Customer's working environment for the services (hereinafter **"IT systems"**) in accordance with the Provider's specifications. It is the Customer's responsibility to ensure the proper operation of the necessary IT systems, if necessary through maintenance contracts with third Parties. In particular, the Customer shall observe the Provider's specifications in this regard. The Customer shall grant the Provider direct and remote access to the standard software installed on the Customer's premises and the other systems to be supported and shall provide all existing documents (e.g. log files) that enable the Provider to trace and reproduce faults and errors.

4.7   Technical requirements and specifications in accordance with Clauses A 4.4 and 4.5 may change from time to time, in particular in connection with updates to the standard software. The Provider shall make the current requirements and specifications available to the Customer in a suitable form in the form of "release notes" from the respective manufacturers promptly after the corresponding information has been provided by the manufacturers. The Customer shall implement current requirements and specifications without delay, unless this is unreasonable for the Customer, taking into account the interests of the Parties.

4.8   Insofar as the Customer operates the system itself or has agreed to do so, the Customer shall bear sole responsibility for the definition, documentation and execution of its processes in the area of application of the standard software, in particular with regard to the configuration of the standard software and IT systems, system administration, application and data security guidelines and other legal requirements.

4.9   If the Provider is obliged to provide services for which it shall access the Customer's IT systems remotely, the Customer is obliged to enable the corresponding access.

4.10   The Customer shall inform users / employees about their rights and obligations in connection with the use of the Provider software in an appropriate form, for example by specifying corresponding terms of use.

4.11   If the Provider has to use the Customer's IT systems, in particular software, to provide the services, the Customer shall be obliged to provide the licenses and approvals for the use of its IT systems without delay. This also includes the Customer's obligation to obtain the necessary approvals from third Parties for the use of the IT systems in order to enable the Provider to provide the services. The Customer is responsible for maintaining its IT systems in a condition that is necessary for the Provider to provide the services.

4.12   The Customer shall ensure that its data is backed up regularly and that its virus protection is always up to date. The Customer shall independently ensure a complete backup of its data and up-to-date virus protection before the Provider starts setting up hardware or installing software.

4.13   If the Customer does not fulfill an obligation to cooperate, does not do so properly or does so late and if the Provider is therefore unable to provide its services in accordance with the Offer, the Provider shall not be responsible for any resulting disadvantages for the Customer. The Provider shall invoice the Customer for any additional expenses incurred as a result, in particular for the extended provision of the personnel or material resources used, at the agreed prices. Other rights of the Provider due to the Customer's failure to cooperate or insufficient cooperation shall remain unaffected.

5   Prices and terms of payment

5.1   The prices specified in the Offer are net prices to which the statutory value added tax is added.

5.2   Prices for support and services are all-inclusive prices. The prices are invoiced in advance at the beginning of an Offer year, unless otherwise specified in the Offer.

5.3   Prices for hardware and software rental are invoiced in advance at the beginning of the year of the Offer, unless otherwise specified in the Offer.

5.4   Prices for hardware and software purchases are invoiced after delivery, unless otherwise specified in the Offer.

5.5   Prices for Saas services are invoiced in advance at the beginning of the Offer year, unless otherwise specified in the Offer.

5.6   Unless otherwise specified in the Offer, prices for development services are calculated according to the following key: 50% in advance, 30% after delivery of a testable version, 20% after acceptance.

5.7   All other prices or deviations from the provisions in clauses 4.2 to 4.6 shall be specified in the Offer.

5.8   If the remuneration is based on "person days" worked, one such "day" corresponds to eight hours per person in the period from 08:00 to 17:00 on working days (Monday-Friday) at the Provider's registered office. The Provider invoices expenses per commenced quarter of an hour.

5.9   Invoices are payable within fourteen (14) days of receipt. In case of doubt, invoices shall be deemed to have been received three (3) working days after the invoice date. Payment by the Customer can be made by SEPA bank transfer or by SEPA direct debit. Any bank charges incurred (in particular for foreign payments) shall be borne by the Customer. The granting of discounts is excluded unless otherwise stipulated in the Offer.

5.10   The Customer shall be in default even without a reminder from the Provider if it has not paid the invoice by the end of the period specified under A. 5.9. The Provider may charge interest in the amount of nine (9) percentage points above the respective base interest rate upon the occurrence of default.

5.11   Travel costs, expenses and other ancillary costs as well as out-of-pocket expenses incurred by the Provider for the provision of the contractually owed services shall be invoiced to the Customer additionally and at cost, unless otherwise specified in the Offer. Unless otherwise agreed in individual cases, the Provider shall charge the flat rate agreed in the Offer for trips to Customer locations that require more than one hour (one way) travel time from the Provider's registered office.

5.12   The Provider sends invoices to the Customer in an electronic format.

5.13   The Provider is entitled to increase the prices for recurring services in continuing obligations for the first time after the expiry of twelve (12) months after the start of the Offer and at most once a year with a notice period of three (3) months in accordance with the cost development at the Provider. The Provider may pass on any additional cost increases for advance services provided by third Parties, unless the Provider has caused them. As soon as the remuneration increases by more than 10%, the Customer shall be entitled to terminate the affected Offer extraordinarily with a notice period of six (6) weeks after receipt of the request for increase at the time the increase takes effect. If the Offer contains several divisible services, which can also be ordered independently of each other, and only one part of the Offer is affected by a request for an increase of more than 10%, the special right of termination shall only apply to this part of the Offer. If the corresponding costs are reduced, the Customer may also demand a corresponding reduction in remuneration for the first time after twelve (12) months have elapsed. The announcement of a price adjustment shall be sent by e-mail to the Customer's address stored with the Provider for the communication of Offers.

5.14   The provision of services by the Provider within the framework of continuing obligations is subject to the Customer meeting his payment obligations on time. If the Customer

a)   for two (2) consecutive months with the payment of the agreed prices or a not insignificant part of these prices or

b)   is in default with payment of the agreed prices in a period extending over more than two (2) months in an amount equal to the prices for two (2) months, the Provider shall be entitled,

c)   to interrupt the partial performance concerned until the prices have been paid or

d)   to terminate the affected partial performance without notice.

5.15   In addition to the prices for the services provided until the termination takes effect, the Provider is entitled to a compensation fee in the amount of the agreed prices for the period from the termination to the end of the regular Offer period. The Customer is entitled to prove that the Provider has suffered no loss or a lesser loss than the compensation fee. If this proof is provided, only the proven damage shall be reimbursed. Other further rights of the Provider due to delay remain unaffected. The termination of the Offer does not release the Customer from the obligation to pay for the services used up to the time of termination.

6   Warranty for material defects

6.1   The following applies to sales and development services: The hardware / standard software are free of material defects if they essentially have the agreed quality described in the Offer at the time of transfer of risk. In this context, "guarantees" (in particular regarding the quality and / or durability) are only those that are expressly designated as such in the Offer. The supplier shall receive from the Customer all information required for the elimination of software errors. The Customer's claim to rectification of defects shall be excluded if the defect cannot be reproduced or cannot be demonstrated by handwritten or machine-recorded output.

6.2   The following applies to the rental of hardware: In the event of defects in the hardware, the Provider guarantees use in accordance with the Offer by rectifying the defects or delivering defect-free hardware. The Provider has the choice between remedying the defect by repair or replacement.

6.3   The following shall apply to the rental of standard software: In the event of defects in the standard software, the Provider shall guarantee use in accordance with the Offer by updating the standard software as soon as and insofar as this is possible for the Provider. A reasonable possibility made available to the Customer to circumvent errors in the standard software (**"workaround"**) shall also be deemed to constitute use in accordance with the Offer, provided that only an insignificant error remains after taking the workaround into account.

6.4   The Customer's claims for removal of defects shall become time-barred twelve (12) months after the statutory limitation period begins. This period shall not apply if longer periods are prescribed by law. Legally required notifications of defects by the Customer shall be made immediately in writing with a precise description of the problem. Only the contact person (Section A.4.2) is authorized to give notice of defects.

6.5   The Customer has no right of retention if his claims for defects are time-barred. If the notice of defects is unjustified, the Provider shall be entitled to demand reimbursement from the Customer for the expenses incurred. The support provided by the Provider shall be remunerated by the Customer at the prices agreed with the Provider or, in the absence of an agreement, at normal market prices.

6.6   The Customer shall have no claims for defects in the event of only insignificant deviations from the agreed quality, in the event of only insignificant impairment of usability or in the event of damage resulting from incorrect or negligent handling or in the course of a breach of obligations to cooperate.

7   Warranty for defects of title

7.1   The Provider warrants that no third-Party rights are infringed by the hardware and standard software provided or by the applications in the case of SaaS services when used by the Customer in accordance with the Offer. This warranty presupposes that the Customer immediately informs the Provider in writing of any third-Party rights asserted against him and leaves the legal defense and settlement negotiations to the Provider. The Customer shall support the Provider free of charge to a reasonable extent, in particular by providing the necessary information. The Customer's statutory obligations to give notice of defects remain unaffected. Rights in this sense are only those to which the third party is entitled in the Federal Republic of Germany and in the countries in which the Customer uses the hardware and standard software provided as intended.

7.2   If the Customer cannot use the hardware and standard software provided or the applications for SaaS services in accordance with the contract due to a conflicting right of a third party, the Provider may, at its own discretion, either modify the services in such a way that the right of the third party is no longer infringed or provide the Customer with the necessary authorization to use the services. Self-remedy by the Customer or by involving third Parties is excluded. The provisions on liability under Section A.8 apply to claims for damages by the Customer .

7.3   The Customer shall have no claims for defects of title if the hardware and standard software provided have been modified after acceptance by the Customer or third Parties, unless the Customer proves that the infringement of rights is not the result of the modifications. The Customer shall also have no claims in the event of legal infringements resulting from a combination of the hardware and standard software with such services or products of third Parties who are not subcontractors of the Provider in this respect.

7.4   If the notification of defects is unjustified, the Provider shall be entitled to demand compensation from the Customer for the expenses incurred. The support provided by the Provider shall be remunerated at the agreed or, in the absence of an agreement, customary market prices.

8   Liability

8.1   The Provider shall be liable without limitation for damages caused by gross negligence or intent on the part of the Provider, its legal representatives or vicarious agents. The Provider shall also be liable without limitation for damages resulting from culpable injury to life, limb or health.

8.2   The Provider shall only be liable in cases of simple negligence in the event of a breach of essential Offer obligations, the breach of which jeopardizes the purpose of the Offer and on the fulfilment of which the Customer was particularly entitled to rely (so-

called cardinal obligations). This liability is limited to compensation for damages that were typically foreseeable when the Offer was concluded.

8.3 In addition, in cases of rental and SaaS, liability in accordance with § 536a of the German Civil Code („*BGB*") and in cases where software and other services are provided to the Customer free of charge for testing purposes, the Provider's liability for all cases of simple negligence is excluded.

8.4 The Provider's liability for damages under the Product Liability Act remains unaffected.

8.5 Insofar as the Provider is not responsible for backing up the Customer's data in accordance with the Offer, the Provider's liability in the event of data loss is limited to the restoration costs that would have been incurred if the Customer had backed up the data in accordance with its obligations .

9 Confidentiality and data protection

9.1 The Parties shall keep secret all confidential information of the other Party that comes to their knowledge in the course of the cooperation, i.e. protect it with due care against unauthorized access. Authorized persons within the meaning of this provision are the subcontractors used in accordance with the contract as well as employees of the Provider. The Parties undertake to involve only those employees or third Parties in the cooperation who have previously been obliged to maintain confidentiality in a comparable form.

9.2 All information of a Party - regardless of its form - that is marked in writing as confidential or whose confidentiality clearly results from its nature, in particular trade and business secrets, is subject to confidentiality. The conditions of the Offer are also subject to confidentiality.

9.3 Non-confidential information is information that the receiving Party can prove either (a) is or was generally accessible, (b) was already in the Party's possession without an obligation of confidentiality, (c) was developed independently and without the use of confidential information by another Party, or (d) was lawfully acquired from a third party who was not under an obligation of confidentiality.

9.4 The Provider shall comply with the Customer's agreed data protection and data security requirements. Both Parties shall comply with the applicable data protection regulations, in particular those valid in Germany, and shall oblige their employees deployed in connection with the Offer to maintain confidentiality, unless they are already generally obliged to do so. Insofar as the Provider processes personal data in the course of providing its contractual services, it shall act exclusively on behalf of and on the instructions of the Customer. The Parties shall conclude a separate written agreement on order processing for this purpose.

9.5 The confidentiality obligations continue for three years after the end of the respective contract term.

10 Duration and termination

10.1 The Provider shall provide the agreed services (insofar as they are limited in time) for a minimum contract term of one (1) year from the provision of the Provider Software. Thereafter, the contract term shall be extended by one (1) further year in each case, unless one Party terminates the contract in writing in whole or in part no later than three (3) months before the end of the term. The date of receipt of the notice of termination shall be decisive.

10.2 If a product is an individual development that represents a one-off, self-contained project without maintenance or servicing, the statutory provisions shall apply to the term and termination.

10.3   If, in individual cases, software or hardware rental is Offered in combination with maintenance and support services, these services can only be terminated together. The combination of services may be expressly agreed in the Offer.

10.4   After termination of the software rental, the Customer shall uninstall the software provided by the Provider and delete any remaining recognizable software residues from the IT system. At the Provider's request, the Customer shall confirm in writing that the aforementioned obligations have been fulfilled.

10.5   Notwithstanding any rights to ordinary termination of services, the right of both Parties to terminate the contract in writing for good cause shall remain unaffected. If the reason for termination is a breach of a contractual obligation, the terminating Party shall set the other Party a reasonable period of time to remedy the reason for termination before giving notice. Good cause for termination shall include all circumstances that make further cooperation with the other Party unreasonable, in particular default in payment of substantial amounts, cessation of business by the Provider or repeated or persistent serious deficiencies in the provision of services or cooperation.

10.6   Terminations shall be made in writing; text form is excluded.

11   General provisions

11.1   The Parties may use each other's companies and brands publicly (in particular on the company website or in brochures) as references. In addition, the Customer has the option of acting as a reference Customer for the Provider on the basis of a separate agreement.

11.2   The assignment of rights or obligations of the Customer arising from the Offer to third Parties is excluded without the prior written consent of the Provider .

11.3   Offsetting by the Customer is only possible with an undisputed or legally established counterclaim.

11.4   Amendments and additions to these GTC are possible in text form.

11.5   If the written form is required under the GTC, the text form (e.g. notifications by e-mail) shall be sufficient for compliance, unless otherwise agreed in individual cases.

11.6   The legal relationship between the Parties shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is the registered office of the Provider.

B. Supplementary provisions for the sale

1 Scope of services

1.1 As part of the sale, the Provider provides the following services for the Customer:

1.2 Provision of hardware to the Customer, and / or

1.3 Provision of standard software for the purpose of in-house operation by the Customer.

1.4 The functionality of the hardware and/or standard software in detail as well as any additional services of the Provider are described in more detail in the Offer. The installation and commissioning of the hardware and/or standard software is the responsibility of the Customer, unless otherwise specified in the Offer.

2 Provision of hardware

2.1 Hardware is provided to the Customer in accordance with the Offer.

2.2 The hardware shall be delivered at the Customer's risk and expense to the Customer's location specified in the Offer.

2.3 Unless otherwise agreed in the Offer, the Customer is responsible for connecting the hardware to the power and data network at the installation site. It is also the Customer's responsibility to ensure that the hardware is ready for operation.

2.4 The instruction and training of the Customer and its users by the Provider is not owed.

2.5 The Customer checks the general operational readiness and completeness of the delivered hardware and confirms the provision.

3 Provision of standard software

3.1 Unless expressly agreed otherwise, software provided by the Provider is standard software that has not been individually produced for the Customer's needs. Contracts for the provision of software are therefore sales contracts. The Parties agree that, given the state of the art, it is impossible to develop standard software without errors for all application conditions.

3.2 In the case of standard software from third-Party manufacturers, the Provider shall supply the Customer with the manufacturer's original user documentation. The Provider is not obliged to supply any additional documentation. Upon request, the Customer shall be given access to the original user documentation to be supplied before the contract is concluded. Otherwise, the documentation shall be supplied as online help as part of the software. If the Customer wishes further written documentation, he shall inform the Provider of this before conclusion of the contract. The Provider shall then prepare an Offer for such documentation.

3.3 If software is to be supplied, the supplier is obliged to provide the object code. There is no entitlement to surrender or disclosure of the source code.

3.4 If the Provider is obliged to install software, the Customer shall ensure that the hardware and other environmental requirements communicated to it, in particular the connection to the computer network including all cabling, are met prior to installation.

3.5 The establishment of suitable workstations, in particular compliance with occupational health and safety regulations, is neither owed nor checked by the Provider, but is the responsibility of the Customer.

3.6   During test operations and during installation, the Customer shall ensure the presence of competent and trained employees and, if necessary, suspend other work with the computer system. He shall ensure that his data is backed up after each installation.

4   Rights of use to the hardware

4.1   The Provider warrants that it has acquired sufficient rights of use to the operating system software pre-installed on the hardware as well as to the standard drivers and the application software. The Provider grants the Customer simple, non-transferable, geographically unrestricted rights of use for an unlimited period of time in connection with the respective hardware, unless otherwise agreed in the Offer.

4.2   The Customer undertakes to comply with the terms of use and license conditions of the operating system software and application software installed on the hardware. The relevant terms of use and license conditions regarding hardware are described or referenced in more detail in the Offer.

5   Rights of use to standard software

5.1   The scope of the rights of use granted to the Customer for the standard software is determined by the relevant terms of use and license conditions of the third-Party Provider, if these are obtained from a third-Party Provider. These are described or referenced in more detail in the Offer. The Customer undertakes to comply with the terms of use and license conditions.

5.2   If no terms of use and license conditions for the standard software are attached to the Offer or if the Provider develops the standard software itself, the Provider shall grant the Customer and the employees designated by the Customer to use the standard software (**"users"**) the simple, non-sublicensable, non-transferable right, revocable at any time, unlimited in time and limited in content in accordance with the following provisions, to use the current version of the standard software and the functionalities associated with the standard software in accordance with this agreement upon payment of the agreed prices. The Customer shall not receive any further rights, in particular to the standard software.

5.3   The Customer shall only use the standard software for its internal purposes. He is not entitled to use the standard software beyond the use permitted in accordance with this agreement or to have it used by third Parties or to make it accessible to third Parties. In particular, the Customer may not rent, lend, sell, sublicense, assign or transfer the standard software itself or the rights to the standard software to third Parties for use, nor copy the standard software or authorize the copying of the standard software either in part or as a whole, except in the cases expressly permitted here. Users are not considered third Parties within the meaning of this provision.

5.4   If the Customer is granted the right to use the standard software for test purposes, its rights of use shall be limited to such actions that serve to determine the condition of the standard software and its suitability for operation by the Customer. In particular, productive operation of the standard software or preparation for productive operation is not permitted.

5.5   As part of the provision of services and work, the Provider shall grant the Customer a non-exclusive right of use, limited in time and space, to the results created individually for the Customer (hereinafter "work results") for the Customer's internal business purposes. The Provider grants this right to the Customer subject to full payment and, in the case of work services, acceptance. The Customer shall be entitled to transfer the right to companies affiliated with it within the meaning of § 15 of the German Stock Corporation Law (AktG) at the time the Offer is concluded or to grant them a simple right of use to the work results.

5.6   Until full payment and, in the case of work services, until acceptance of the work results, the Customer shall have the right to test the work results as agreed; this does not include the right to operational use. The right to test shall expire if the Customer is in default with payment of the remuneration for more than thirty (30) days. A separate reminder from the Provider is not required for this.

5.7   Sections B.5.1 and B.5.2 do not apply to standard products that are part of the work results. Standard products are the Provider's software as well as separate products or solutions from third Parties that are subject to their own license conditions. The Customer's rights to these standard products are determined exclusively in accordance with the Supplementary Terms and Conditions for Software Rental (C.) and SaaS Services (D.).

5.8   Sections B.5.1 and B.5.2 do not apply to work results that contain "open source software" or adaptations of this software. Both Parties undertake to comply with the relevant open source software license conditions. The Provider shall provide the Customer with a continuously updated overview of these license conditions as part of the provision of services.

5.9   The Provider shall be entitled to make unrestricted use of the work results, including the know-how acquired during the provision of the services, in particular the concepts, procedures, methods and interim results on which the work results are based, subject to compliance with its confidentiality obligations.

5.10   Insofar as work results are created in the course of the provision of services that are patentable, utility modelable or designable, the Provider may file a corresponding property right application in its own name and for its own account. The Provider shall grant the Customer the right to use the property right together with the work results to the extent necessary. No separate remuneration shall be payable for this property right license.

6   Proviso of self-delivery, impediments to performance, default of acceptance

6.1   As the Provider procures hardware and in some cases standard software from suppliers, the Provider's obligation to deliver is subject to timely and correct self-delivery.

6.2   Impediments to performance for which the supplier is not responsible shall lead to a corresponding extension of the performance period. This applies in particular to insufficient or missing self-supply (see Section B 6.1), force majeure, war, natural disasters, traffic or operational disruptions, impeded imports, energy and raw material shortages, official measures and labor disputes as well as the breach of cooperation obligations or duties of the Customer. The supplier is entitled to withdraw from the contract if the impediment to performance persists for an unknown period of time and the purpose of the contract is jeopardized. If the hindrance lasts longer than two (2) months, the Customer is entitled to withdraw from the contract with regard to the part not yet fulfilled, unless he is entitled to withdraw from the contract as a whole.

6.3   The performance period shall also be extended as long as the Parties are negotiating a change to the service or the Provider submits a supplementary Offer after assumptions in the Offer that have become part of the contract prove to be incorrect.

6.4   Compliance with the supplier's delivery obligation presupposes the timely and proper fulfillment of the Customer's obligations.

7   Reservation of title

7.1   The supplier retains title to the items delivered by him until all payments from the entire business relationship have been received.

7.2   The Customer is obliged to treat the purchased item with care. In particular, he is obliged to insure it adequately at his own expense against damage caused by fire,

water, theft and vandalism at replacement value. If maintenance and inspection work is required, he shall carry this out in good time at his own expense.

7.3   In the event of seizures or other interventions by third Parties, the Customer shall notify the Provider immediately in writing so that the Provider can bring an action pursuant to § 771 of the German Code of Civil Procedure (ZPO). If the third party is not in a position to reimburse the Provider for the judicial and extrajudicial costs of an action pursuant to § 771 of the German Code of Civil Procedure (ZPO), the Customer shall be liable for the loss incurred by the Provider.

7.4   The Customer is entitled to resell the delivery item in the ordinary course of business. However, he hereby assigns to the supplier all claims in the amount of the final invoice amount including value added tax which accrue to him from the resale against his Customers or third Parties. The Customer shall remain authorized to collect this claim even after the assignment, provided that he has created the conditions for forwarding the collected amounts to the Provider and as long as the conditions of the provision on the endangerment of claims (§ 321 BGB) do not occur. The authority of the Provider to collect the claim himself remains unaffected by this. At the request of the Provider, the Customer shall be obliged to disclose the assignment and to hand over to the Provider the documents and information required to assert the claim.

7.5   The Provider shall release the securities to which it is entitled at the Customer's request to the extent that the value of the securities exceeds the claims to be secured by more than 20%. The selection of the securities to be released is incumbent on the Provider.

8   Material defects in supplied hardware and software

8.1   In deviation from Section A. 6 of these GTC, in the case of delivery of hardware and standard software from third-Party manufacturers, the Provider may assign its corresponding claims against suppliers, manufacturers or other third Parties to the Customer for the purpose of subsequent improvement or replacement delivery. Before asserting his right to subsequent performance by the Provider, reimbursement of expenses after self-performance, compensation instead of performance, withdrawal or reduction, the Customer shall, if necessary, take legal action against the Provider's supplier or the manufacturer for subsequent performance, compensation or reimbursement of expenses after self-performance, unless this is unreasonable for the Customer.

8.2   The above shall also apply if the Provider has adapted, configured or otherwise modified the hardware or software to meet the Customer's requirements, unless the material defect was caused by the Provider's performance.

C. Supplementary provisions for letting

1 Scope of services

1.1 As part of the rental, the Provider provides the following services for the Customer during the term of the Offer:

- Provision of hardware products,

- Provision of standard software developed in-house,

- Provision of standard software from third-Party Providers for the purpose of in-house operation by the Customer, and / or

- Provision of Saas services from in-house development and from third-Party Providers for the purpose of in-house operation by the Customer;

1.2 The functionality of the products listed under C. 1.1 in detail and any additional services provided by the Provider are described in more detail in the Offer. The Customer is responsible for the installation and commissioning of the products, unless otherwise specified in the Offer.

1.3 Sections B. 2 and B. 3 apply in addition.

2 Special obligations of the Customer

2.1 The Customer is obliged to use and handle hardware carefully and properly in accordance with the contract, in particular in compliance with the instructions in the user documentation.

2.2 The Customer shall notify the Provider immediately of any defects in the hardware. The same applies to the loss of or damage to hardware.

2.3 As part of the provision of hardware, the Customer shall provide the necessary power and network connections within reach of the operating environment at its own expense. Unless otherwise agreed or a manufacturer's specification provided to the Provider upon conclusion of the contract stipulates otherwise, at least one conventional single-phase AC power connection with 240 volts and one Ethernet network connection shall be provided per independent computing unit (e.g. per server or workstation computer).

2.4 The Customer shall independently ensure a complete backup of its data and up-to-date virus protection before the Provider begins setting up hardware or installing software.

2.5 The Customer shall provide the Provider with access to the IT systems on which the Provider provides its services at its own expense. The necessary identifiers and passwords for access with administrator rights shall be kept ready and, at the Provider's request, entered at the Customer's discretion or handed over to the Provider in writing. The Customer shall provide the Provider with access to data carriers and the Internet. Waiting times of the Provider shall be remunerated at cost.

2.6 The Customer shall protect the usage and access authorizations for the standard software assigned to him or the users as well as identification and authentication safeguards against access by third Parties and shall not pass them on to unauthorized users. The Customer shall change passwords at regular intervals and, where possible, secure access by means of multi-factor authentication.

2.7 The Customer shall indemnify the Provider on first demand against all third-Party claims that are based on an unlawful use of the standard software by the Customer or are made with the approval of the Customer or that arise in particular from data protection, copyright or other legal disputes associated with the use of the standard

software. If the Customer recognizes or shall recognize that such a violation is imminent, he is obliged to inform the Provider immediately.

2.8   The Customer shall oblige the users authorized by him to comply with the provisions listed for the use of the standard software.

2.9   After the end of the Offer, the Customer shall return all components of the hardware to the Provider in a condition corresponding to the use in accordance with the Offer. The Customer shall delete or destroy all of its data. The Customer is obliged to confirm the complete return and deletion to the Provider in writing upon request.

2.10   When the hardware is returned, the Parties shall draw up a protocol in which any existing damage and defects in the hardware are recorded. The Customer shall reimburse the costs of restoration in the event of damage or defects for which he is responsible.

2.11   The Customer shall carry out the dismantling and return transportation of the hardware. The Customer shall bear the costs for dismantling, packaging and return transportation of the hardware. The Customer shall insure the hardware at its own expense against loss, destruction and damage during transportation.

3   Rights of use to the hardware

3.1   The Provider warrants that it has acquired sufficient rights of use to the operating system software pre-installed on the hardware as well as to the standard drivers and the application software. The Provider grants the Customer simple, non-transferable, geographically unrestricted rights of use in connection with the respective hardware, limited in time to the duration of the contract.

3.2   The Customer undertakes to comply with the terms of use and license conditions of the operating system software and application software installed on the hardware. The relevant terms of use and license conditions regarding hardware are described or referenced in more detail in the Offer.

4   Rights of use to standard software

4.1   The scope of the rights of use granted to the Customer for the standard software is determined by the relevant terms of use and license conditions of the third-Party Provider, if these are obtained from a third-Party Provider. These shall be described or referenced in more detail in the Offer. The Customer undertakes to comply with the terms of use and license conditions.

4.2   If no terms of use and license conditions for the standard software are attached to the Offer or if the Provider develops the standard software itself, the Provider shall grant the Customer and the employees designated by the Customer to use the standard software (**"users"**) the simple, non-sublicensable, non-transferable right, revocable at any time, limited in time and content to the term of the contract and in accordance with the following provisions, to use the current version of the standard software and the functionalities associated with the standard software in accordance with this agreement upon payment of the agreed prices. The Customer shall not receive any further rights, in particular to the standard software.

4.3   The Customer shall only use the standard software for its internal purposes. He is not entitled to use the standard software beyond the use permitted in accordance with this agreement or to have it used by third Parties or to make it accessible to third Parties. In particular, the Customer may not rent, lend, sell, sublicense, assign or transfer the standard software itself or the rights to the standard software to third Parties for use, nor copy the standard software or authorize the copying of the standard software either in part or as a whole, except in the cases expressly permitted here. Users are not considered third Parties within the meaning of this provision.

4.4   If the Customer is granted the right to use the standard software for test purposes, its rights of use shall be limited to such actions that serve to determine the condition of the standard software and its suitability for operation by the Customer. In particular, productive operation of the standard software or preparation for productive operation is not permitted.

4.5   As part of the provision of services and work, the Provider shall grant the Customer a non-exclusive right of use, limited in time and space, to the results created individually for the Customer (hereinafter "work results") for the Customer's internal business purposes. The Provider grants this right to the Customer subject to full payment and, in the case of work services, acceptance. The Customer shall be entitled to transfer the right to companies affiliated with it within the meaning of Section 15 of the German Stock Corporation Act (AktG) at the time the Offer is concluded or to grant them a simple right of use to the work results.

4.6   Until full payment has been made and, in the case of work services, until acceptance of the work results, the Customer shall have the right to test the work results as agreed; this does not include the right to operational use. The right to test shall expire if the Customer is in arrears with payment of the remuneration for more than thirty (30) days. A separate reminder from the Provider is not required for this.

4.7   Clauses C.4.1 and C.4.2 shall not apply to standard products that are part of the work results or that are provided to the Customer as part of software rental or SaaS services. Standard products are the Provider's software as well as separate products or solutions from third Parties that are subject to their own license conditions. The Customer's rights to these standard products shall be determined exclusively in accordance with the Supplementary Terms and Conditions for Software Rental (C.) and SaaS Services (D.).

4.8   Clauses C.4.1 and C.4.2 do not apply to work results that contain "open source software" or adaptations of this software. Both Parties undertake to comply with the relevant open source software license conditions. The Provider shall provide the Customer with a continuously updated overview of these license conditions as part of the provision of services.

4.9   The Provider shall be entitled to make unrestricted use of the work results, including the know-how acquired during the provision of the services, in particular the concepts, procedures, methods and interim results on which the work results are based, subject to compliance with its confidentiality obligations.

4.10   Insofar as work results are created in the course of the provision of services that are patentable, utility modelable or designable, the Provider may file a corresponding property right application in its own name and for its own account. The Provider shall grant the Customer the right to use the property right together with the work results to the extent necessary. No separate remuneration shall be payable for this property right license.

D. Supplementary provisions for SaaS services

1 Services of the Provider

1.1 An essential part of the services provided to the Customer shall be the provision and operation of one or more of the Provider's applications for use by Customers and their Customers in the form of a time-limited software license including Customer support (**"SaaS services"**), consisting of the following partial services:

1.1.1 Provision of the application accessible via the Internet for use by the Customer and its Customers in accordance with these GTC in a data center commissioned by the Provider;

1.1.2 24x7 operation of the applications with an availability of 98.0% per month. The Provider occasionally makes use of maintenance windows for various types of maintenance work. This maintenance work is carried out - except in emergencies or by agreement with the Customer - on working days between 8 p.m. and 6 a.m., on weekends and public holidays in Germany. Maintenance times that fulfill these requirements are considered times during which the applications are available;

1.1.3 Setting up admin access for the Customer's contact person;

1.1.4 Support for the Customer and its Customers in setting up and using the applications by e-mail to support@data-elektronik.de

1.2 The functionality of the application is described in detail in the Offer. The Provider is entitled to extend the functionality of the application during the term of the contract. The Provider is free to design and adapt the Application and the content within the framework of the objectives of the Parties. The Provider shall notify the Customer of technical changes in good time, but at least two (2) weeks in advance.

1.3 The Provider collects usage statistics to improve its services and defines content updates and intervals at its own discretion.

1.4 The Provider uses carefully selected own employees and third Parties as subcontractors with the necessary qualifications to provide services.

1.5 The Provider shall provide its services in accordance with the recognized rules of technology. The supplier is only obliged to comply with technical or other standards if these are expressly listed in the Offer. In this case, these standards shall apply in the version valid at the time of submission of the Offer.

1.6 Service dates or deadlines shall only be binding for the Provider and shall only trigger default if they have been expressly designated as binding by the Provider in writing. Further commitments by the Provider regarding availability and other quality parameters of the services are regulated in a separate Service Level Agreement (Annex 1).

2 General obligations of the Customer

2.1 The Customer recognizes his obligations to cooperate (as specified in these GTC and, if applicable, additionally in the Offer) as a prerequisite for the provision of services by the Provider and thus as his contractual obligations.

2.2 The provision of the application is linked to certain requirements with regard to the technical infrastructure used by the Customer. The Customer shall inform himself about the essential functional features of the plug-ins and their technical requirements (e.g. with regard to browser, client hardware and network connection) and observe these. He bears the risk as to whether the application meets his requirements and circumstances.

2.3   Technical requirements and specifications in accordance with Section D.**Fehler! Verweisquelle konnte nicht gefunden werden.** may change from time to time, in particular in connection with updates to the application. The Provider shall make the current requirements and specifications available to the Customer on an ongoing basis in the form of "Release Notes" and shall inform the Customer in good time prior to any changes to the requirements and specifications. The Customer shall implement current requirements and specifications without delay.

The contact person in accordance with Section A. 4.2. also acts as the Customer's technical administrator and manages the Customer's access to the application via the admin login. He is sufficiently authorized by the Customer to perform the necessary actions in the admin dashboard (including license management and approval of changes to the GTC in accordance with Section A.1.4).

2.4   The Customer shall create and manage its employees or other authorized persons (**"Users"**) intended to use the application.

2.5   Insofar as the Customer or its users are assigned usage and access authorizations as well as identification and authentication safeguards for the use of the Provider's contractual services, the Customer is obliged to protect these from access by third Parties and not to pass them on to unauthorized users. As soon as the Customer has indications that the usage and access authorizations have been obtained unlawfully by a third party or could be misused, the Customer is obliged to inform the Provider of this immediately. In the event of an unauthorized transfer of use, the Customer shall, upon request, immediately provide the Provider with all information required to assert claims against the unauthorized user, in particular the name and address of the unauthorized user.

2.6   If the Provider provides services that require remote access to the IT system of the Customer or the users, the Customer is obliged to enable such access.

2.7   The Customer shall inform the users authorized by it to use the applications of their rights and obligations in connection with the use of the applications in an appropriate form, for example by specifying corresponding terms of use.

2.8   In the event of an infringement of the Customer's rights of use, the Customer shall cooperate to the best of its ability in clarifying the acts of infringement and their scope, in particular by informing the Provider of the corresponding act of infringement.

2.9   In the case of distribution, the provisions in these GTC regarding the Customer's obligations shall be understood to mean that the Customer shall ensure that its end Customers fulfill these obligations. In this case, the Customer is obliged to enter into agreements with its end Customers that impose at least the same obligations on the end Customer as apply to the "Customer" under these GTC. The Customer shall agree in advance with the Provider any deviations in the content of the agreements with its end Customers from these GTC, unless these are merely editorial and/or commercial changes (such as, in particular, in relation to prices and payment terms).

2.10   If a Customer jeopardizes the security, integrity or availability of the Provider's SaaS services or if the Provider suspects, based on objective evidence, that serious disruptions to SaaS services will occur, the Provider may temporarily block or restrict the Customer's access. The periods of blocking or restriction are excluded from the calculation of downtimes. This provision also applies to so-called "denial of service" attacks (hereinafter "DoS attacks") carried out by the Customer via SaaS services. The same applies if the threat arises via the Customer's system without the Customer being responsible for this. It is clarified that this provision also applies to DoS attacks for which the Customer's IT systems are used by third Parties.

2.11   If the Provider's SaaS services are used for illegal purposes (sending spam mails, online services for the provision of illegal content, etc.), the Provider may block the SaaS services for the Customer.

3   Prices and terms of payment

3.1   The agreed remuneration only covers the scope of services documented in the Offer. Additional services shall be invoiced separately on the basis of the agreed or customary market rates, unless they are incessant and commercially insignificant auxiliary services.

3.2   Depending on the respective application and the specific order, the Parties agree on the following prices:

- "All-inclusive prices" for the ongoing provision of SaaS services regardless of the scope of use;

- Regular (in particular monthly) "basic fees" for the ongoing provision of SaaS services regardless of the scope of use;

- One-off "set-up fees" as part of the provision of SaaS services.

- Regularly (in particular monthly) charged "order fees" in accordance with section D. 3.3;

3.3   If the Parties agree on a price model based on order fees, the order fees shall be calculated on the basis of the purchase orders submitted by the respective application. The agreed prices apply per transmitted order. Insofar as the order provides for discount scales for order fees, the respective prices shall only apply to the respective excess number of orders.

3.4   Unless otherwise agreed in the order, the supplier shall invoice prices as follows:

- Flat-rate prices, basic fees and set-up fees are invoiced at the beginning of the month or at the beginning of the contract term.

- Order fees are invoiced at the beginning of the month for the previous month.

4   Copyright and rights of use

4.1   The Provider shall grant the Customer and its users the simple, non-sublicensable, non-transferable right, revocable at any time, limited in time and content to the term of the contract in accordance with the following provisions, to access the Applications by means of telecommunications and to use the functionalities associated with the Applications by means of a browser in accordance with this Agreement. If remuneration has been agreed for the use of the applications and related services, the granting of rights is subject to payment of the agreed prices. The Customer shall not receive any further rights, in particular to the applications and the underlying software.

4.2   The type of licensing shall be specified in the Offer. Possible types of licensing are

4.2.1   licensing of the application for the number of employees (users) working for the Customer, regardless of whether they actively use the application. This type of licensing also applies if no other licensing was specified in the Offer;

4.2.2   licensing depending on the number of active users at the Customer. A user is considered active as soon as he logs on to the application and inactive as soon as he does not do so for a period of more than three (3) months;

4.2.3   Licensing on the basis of requested service packages.

4.2.4   Licensing based on separate groups in the application (e.g. plants), for which different configurations can be maintained.

4.2.5   licensing depending on the number of end devices used by the Customer. A device counts as active as soon as it has been stored in the application configuration.

4.2.6   licensing depending on the number of data packets ("events") to be processed by the Customer. The definition of an event is an incoming message with a maximum

data volume of 1 MB as a single request, unless otherwise specified in the corresponding Offer.

Other forms of licensing are possible and shall be agreed individually in the Offer.

4.3   The Customer is not entitled to use the applications beyond the use permitted in accordance with this agreement or to have them used by third Parties or to make them accessible to third Parties. In particular, the Customer is not permitted to reproduce, sell or transfer the application or parts thereof for a limited period of time, especially not to rent or lend it.

4.4   The right of use always refers only to the latest version of the application provided; the rights of use to previously provided versions expire for the future upon updating.

4.5   During a contractual relationship with the Provider and for a period of three (3) years after termination of this contractual relationship, the Customer shall keep complete and sufficiently detailed records on the contractual scope of the licensing of the Application, in particular on the number of users using the Application or otherwise licensed criteria in accordance with Section D. 4.2, and shall hand them over to the Provider upon request.

E. Supplementary provisions for development services

1 Scope of services

1.1 As part of the Customer's projects, the Provider provides success-related services for the Customer in connection with the development of its own software products or Customer-specific adaptations of the Provider's software ("**customizing**").

1.2 The Provider's development services are described in detail in the Offer.

2 Provision of development services

2.1 The Provider shall provide the development services carefully in accordance with the principles of proper professional practice on its own responsibility, but in coordination with the Customer.

2.2 Unless otherwise stipulated in the Offer, each Party shall remain responsible for compliance with all laws and regulations applicable to its services / service spheres. Within the scope of the Offer, neither Party will undertake activities that violate applicable laws.

2.3 The Customer creates a catalog of requirements on the basis of which the Provider begins with the development services.

2.4 Insofar as the Provider and / or the Customer consider the use of certain third-Party software products to be necessary within the scope of the cooperation, the Contractor shall neither be responsible for the availability of these products nor shall it be liable for the procurement of these products.

2.5 The Provider shall provide the services in accordance with the recognized rules of technology and shall use carefully selected own employees or third Parties as subcontractors with the necessary qualifications to provide the services. The Provider shall be entitled at any time to replace its own employees or third Parties deployed for the provision of services with employees with comparable qualifications and experience.

3 Contract amendments / request-for-change procedure

3.1 Any changes requested by the Customer in the course of development shall be documented to an appropriate extent in a change request.

3.2 The Provider shall then prepare an Offer that takes the Customer's new requirements into account as far as possible. The Customer is free to accept or reject the Offer.

3.3 In the event of an express rejection of the Offer or upon expiry of five (5) working days after receipt without feedback from one of the Parties, the original agreement shall remain in force.

3.4 Only after the Customer has accepted the Offer shall the Provider begin development in accordance with the new requirements. This is therefore a change to the service owed, which entitles the Provider to additional remuneration.

4 Acceptance

4.1 Work services, i.e. services that the Provider creates for the Customer and makes available to the Customer, are subject to acceptance by the Customer, unless expressly agreed otherwise in the respective Offer.

4.2   For the purpose of acceptance, the Provider shall provide the services rendered in full and ready for acceptance and inform the Customer. Unless otherwise agreed, the Customer shall declare acceptance of the work within 10 working days of provision in writing or in text form if the development services provided do not have any defects that prevent acceptance within the meaning of the following provisions.

4.3   If contractually agreed, defined partial works shall be accepted separately (genuine partial acceptance). Accepted partial results are the basis for the continuation of the work; they are not covered by any right to withdraw from the contract. In this respect, the subject of a separate acceptance is merely the contractual interaction of these partial works with other results (integration).

4.4   The Provider shall be entitled to participate in the acceptance test and to view the test results.

4.5   Defects preventing acceptance are class 1 and 2 defects as defined below:

4.5.1   **Class 1** defects are deviations from the contractually agreed quality which result in the development services or a central part thereof not being usable for the Customer (example: frequent unavoidable system crashes; agreed applications are not supported; faulty application linking or incompatibility of interfaces).

4.5.2   **Class 2** defects are deviations from the contractually agreed quality that result in significant restrictions on the use of important functions of the development services that cannot be circumvented for an appropriate period of time that is reasonable for the Customer (example: Incorrect application results in terms of content; errors in reports; functions or symbols are not recognizable as active/inactive; serious dialog errors in the control system and/or in the context of the messages).

4.5.3   **Class 3** defects are all other deviations from the contractually agreed quality (example: formally inconsistent messages; inconsistent or non-standard dialog design/behavior; slight dialog errors in the control system; spelling errors; errors in the documentation that do not impair functionality).

4.6   The Parties shall assign the deviations identified during the acceptance test to the defect classes by mutual agreement. The Customer shall document the result of the acceptance test, including the defects found and their classification, in full in an acceptance report within the acceptance period.

4.7   If defects of defect class 1 or 2 are found, acceptance is deemed to have failed. If there are five (5) or more defects of defect class 3, this corresponds to a defect of defect class 2 in the evaluation and also constitutes a failure of acceptance.

4.8   The Customer shall inform the Provider of the failure of acceptance and request rectification within a reasonable period of time. If the Customer has rightly refused acceptance, the Provider shall rectify the documented defects preventing acceptance. The necessary parts of the acceptance test shall then be repeated.

4.9   The Customer shall not refuse acceptance due to insignificant defects.

4.10   After the start of the acceptance test, the Customer shall declare acceptance of the contractually owed services within two (2) weeks in writing or in text form or give notice of defects preventing acceptance and refuse acceptance. Development services shall be deemed accepted as soon as the Customer uses them productively or has not submitted a list of defects within two (2) weeks of delivery of the development services in which at least one defect preventing acceptance is listed. Development services shall also be deemed to have been accepted as soon as the Customer pays the subsequent invoice without reservations.

4.11   If acceptance fails several times (at least twice), the Customer may withdraw from the part of the Offer in which the defective services were provided and, in the event of a culpable breach of duty, demand compensation from the Provider.

5   Rights of use

5.1   The Customer shall have the non-exclusive right, unlimited in time, to use the work results created by the Provider within the scope of the development services for its internal corporate purposes. This right of use may be transferred or sublicensed to affiliated companies of the Customer within the meaning of Section 15 of the German Stock Corporation Act (AktG); otherwise, transferability/sublicensability is excluded. The Provider grants the Customer the right to use the work results subject to full payment of the development services and acceptance of the work.

5.2   Until full payment and acceptance, the Customer has the right to test the work results as agreed; this does not include the right to operational use. This right to test shall expire if the Customer is more than thirty (30) days in arrears with payment of the remuneration. A separate reminder from the Provider is not required for this.

5.3   The granting of rights pursuant to Section E. 5.1 shall not apply to pre-existing materials or solutions (hereinafter "pre-existing IP") held by the Provider, including any changes and additions made thereto. The Provider retains all rights to pre-existing IP at all times. The rights of use granted to the Customer to the pre-existing IP incorporated into the development services shall be determined by the purpose of the contract on which both Parties are based. The isolated use of pre-existing IP by the Customer is excluded.

5.4   The license conditions applicable to the respective open source component shall apply to open source components incorporated into the consulting services or otherwise provided as part of the provision of services. The rights of use shall be granted directly by the respective rights holders to the extent provided for in the relevant open source licenses. The Provider assumes no warranty with regard to these components. The license texts of the relevant open source licenses shall be handed over to the Customer with the work results.

5.5   The rights of use for proprietary third-Party standard software incorporated into the work results or otherwise provided as part of the provision of services shall be determined exclusively in accordance with the license terms of the third party.

6   Rights in the event of material defects

6.1   In the event of defects in the work results created within the scope of the development services, the following additional provisions shall apply, notwithstanding the provisions of Section A. 6:

6.2   If defects in the work results occur after acceptance, the Provider shall guarantee the contractual use by remedying the defects in the form of rectification or new production. The Customer shall tolerate two attempts at rectification. A reasonable possibility made available to the Customer by the Provider to circumvent errors in relation to the development and development services ("workaround") shall also be deemed to constitute the establishment of use in accordance with the contract, provided that an insignificant error remains after taking the workaround into account.

6.3   The work results are free from material defects if they essentially have the agreed quality described in the contract at the time of the transfer of risk. In this context, "guarantees" (in particular regarding the quality and/or durability) are only those that are expressly designated as such in the contract. The Provider shall receive from the Customer all information required for the elimination of software errors. The Customer's claim to rectification of defects is excluded if the defect cannot be reproduced or can be demonstrated by handwritten or machine-recorded output.

7   Confidentiality

7.1   Provider is entitled to retain a copy of the project documents for purely internal purposes, even if they contain information that requires confidentiality. However, this authorization does not imply any obligation, i.e. in particular the Provider cannot reserve

any storage capacities beyond the period of the development services. The Customer is solely responsible for the storage of the development services.

F. Supplementary provisions for service/support/maintenance services

1   Scope of services

1.1   As part of the service/support services, the Provider shall answer the Customer's queries in connection with the technical requirements and conditions of use of the Customer's IT systems (hardware, standard software).

1.2   Further service and maintenance services in the area of hardware can be requested by the Customer and will be carried out on site at the Customer's premises or at the Provider's premises, depending on the individual agreement. If necessary, the Customer shall send its hardware to the Provider in appropriate packaging at its own responsibility. If the Provider shall provide separate packaging due to inappropriate packaging by the Customer, the Provider is entitled to charge the Customer for the costs incurred.

1.3   Service/support/maintenance services can be provided remotely as required and at the Provider's discretion.

1.4   The Provider shall provide service/support services in particular via the Service Desk (Section F. 2), unless otherwise agreed in the Offer.

2   Service Desk

2.1   Faults / incidents and service requests are reported to the Provider's service desk.

2.2   The working hours of the Service Desk are generally Monday to Friday from 8:00 am to 5:00 pm. During this time, services such as support shall be generally provided. If, in justified exceptional cases, services are not provided within these times, the Provider shall inform the Customer at least five working days in advance. On public holidays in the Provider's federal state, on December 24th and December 31st, the Service Desk will generally not provide any services.

2.3   The Service Desk can be reached via:

E-Mail: support@data-elektronik.de

2.4   The Provider guarantees the Customer the following response times:

Faults / incidents: Eight (8) hours;

Service Requests: Eight (8) hours.

The Provider shall provide the Customer with an initial response within this time from receipt of the Customer's request at the Service Desk. This may consist of an initial attempt to solve the problem or a request for further information from the Customer.

2.5   Response times are slowed down outside the working hours of the Service Desk.

2.6   Faster response times can be agreed individually for an appropriate fee.

3   Benefit exclusions

3.1   Unless otherwise agreed in the Offer, the following services shall not be included in the scope of services:

3.2   Services outside the service times in accordance with Section F. 2.2;

3.3   Services with regard to software that is not used under the operating conditions specified by the Provider, in particular a system environment that deviates from the product description;

3.4   Services relating to hardware and/or standard software that is not installed at the agreed location. The Provider shall be notified in text form of any change of installation location. The Provider may only refuse to provide the contractual services at the new installation location for good cause. Additional costs arising from the change of installation location for the provision of service/support services shall be borne by the Customer.

4   Special obligations of the Customer

4.1   The Customer shall provide the Provider with the right to use third-Party IT systems to the extent necessary to provide the service and support services owed.

4.2   The Customer's contact persons shall be sufficiently trained in the operation of the hardware and standard software.

4.3   The Customer shall inform the Provider immediately of any changes to the place of use of the hardware. If services are to be provided on hardware with a changed place of use, the Provider may choose whether the Customer returns the hardware to the original place of use or the Provider provides the services at the changed place of use. In this case, the Customer shall bear the Provider's travel costs and reimburse travel time.

5   Changes to the scope of services

If changes in the Customer's requirements or other circumstances for which the Customer is responsible lead to increased expenditure compared to the agreement in the contract, the Provider shall inform the Customer of this immediately in writing. The Provider shall invoice these services according to actual expenditure, unless otherwise agreed.

6   Performance disruptions

The Provider guarantees that the contractually agreed support services will be carried out carefully and in accordance with the standards customary in the industry, taking into account the Provider's special knowledge and experience. The Provider shall be liable for any breach of this obligation within the scope of the agreed limitation of liability. A warranty is excluded.

Appendix 1

Service Level Agreement

between Data Elektronik GmbH (hereinafter referred to as "**Provider**") and its Customers

Status: March 2024

Within the framework of this Service Level Agreement, the Parties agree on certain qualitative requirements for the services provided by the Provider. These requirements ("Service Levels") defined in Sections 1 to 5 of this Service Level Agreement supplement the Provider's General Terms and Conditions and the Offer in this respect. In the event of contradictions, this Service Level Agreement shall take precedence.

1   Care services

The following service levels apply to software maintenance and support.

1.1   "Maintenance times": The Provider shall provide maintenance services in relation to the software from Monday to Friday between 8 a.m. and 5 p.m., except on public holidays at the Provider's registered office. The time zone at the registered office of the Provider shall apply to the maintenance times.

1.2   "Error message": Provided that the Customer receives a sufficiently specified error message (i.e. an error description that enables the Provider to analyze the error and its cause, details of the software and system environment used, screenshots if necessary), the Provider will begin to rectify the error.

1.3   "Error classes": The Provider shall assign errors reported by the Customer and other identified errors to the following error classes at its own discretion:

- Error class 1: The error makes it impossible to use the software. The Customer cannot reasonably work around this problem and therefore cannot complete tasks that cannot be postponed.

- Error class 2: The error causes significant restrictions in the use of important functions which cannot be circumvented by suitable measures for an appropriate period of time that is reasonable for the Customer.

- Error class 3: The error restricts the Customer's use more than insignificantly, without there being a serious fault.

- Error class 4: Other errors.

1.4   "Response times": Depending on the respective error class, the Provider will begin analyzing and eliminating the error and inform the Customer accordingly. The following response times apply:

- Error class 1-2: Eight (8) working hours.

- Error class 3-4: Three (3) working days.

1.5   Reaction times are inhibited outside of maintenance times.

2   Support services

The following service levels apply to software maintenance and support.

2.1   The Provider shall provide the Customer with support services for the Customer's inquiries in connection with the technical requirements and conditions of use of the software and individual functional aspects (3rd level support). The Provider shall provide these services within the scope of operational possibilities.

2.2   The Customer is responsible for contact with the end user (1st / 2nd level support).

2.3 "Support times": The Provider provides support services in relation to the software from Monday to Friday between 08:00 and 17:00, except on public holidays at the Provider's registered office. The time zone at the registered office of the Provider shall apply to the support times.

2.4 "Support requests": Support is available to the Customer by e-mail or ticket system. The system administrator named by the Customer in this contract and his deputy shall receive assistance in the event of software malfunctions and operating problems in accordance with the support package. The Customer can reach the Provider during the above-mentioned support times using the following contact details:

E-mail: support@data-elektronik.de

2.5 A prerequisite for the acceptance and processing of support requests is that the Customer designates to the Provider appropriately qualified professional and technical personnel who are assigned internally at the Customer to process requests from users of the software. The Customer shall be obliged to submit support requests only via the personnel designated to the Provider and to use any forms provided by the Provider.

2.6 Support shall process proper inquiries in the normal course of business and answer them as far as possible. Support may refer to the documentation and other training resources available to the Customer for the software in order to provide an answer.

2.7 The Provider shall inform the Customer or the Customer's personnel once about the type and scope of the work carried out. The Provider shall inform the Customer of planned updates a reasonable time in advance, but at least two (2) weeks before their installation.

2.8 Maintenance work is generally carried out via remote maintenance. If, in exceptional cases, direct access to the data processing systems on which the program is installed is necessary, the Provider will contact the Customer and clarify all the necessary details.

2.9 Additional support services, such as other support times and on-call services or on-site assignments by the Provider at the Customer's premises, shall be expressly agreed in advance and paid for separately.

3 IT security

3.1 The Provider shall take IT security very seriously and guarantees in this context

3.1.1 compliance with the technical and organizational measures as described in the processing for order processing in accordance with Art. 28 GDPR;

3.1.2 orientation towards the IT security guidelines of the German Federal Office for Information Security (BSI).

4 Dealing with non-compliance with service levels

4.1 In the event that service levels are not met, the Parties shall establish the following procedure:

4.1.1 The Provider shall notifie the Customer or the Customer shall ask the Provider to analyze the service level data.

4.1.2 The Provider shall immediately determine the (possible) cause of the fault (if known) in order to maintain the service level.

4.1.3 Unless the disruption is not pursued, the Provider shall develop a corrective action plan, submit it to the Customer for written confirmation (which shall not be unreasonably withheld or delayed) and implement it within a reasonable period of time (and in accordance with the agreed deadlines) following confirmation.

4.2   The Provider has not breached service levels if the root cause analysis (properly carried out by the Provider) shows that the non-compliance with the relevant service level was caused by the Customer.